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

### **SPECIAL MEETING AGENDA APRIL 11, 2019 8:30 A.M.**

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

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

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#### **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 (Agenda Items Only):** *During oral communications, if you wish to address the Agency Board during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Agency Board concerning any item that has been described in the notice for the Special Meeting.*

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

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

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

*In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the Secretary of the Successor Agency during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Friday, 8:00 a.m. to 4:00 p.m.*

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

## 5. CONSENT ITEMS

- 5.1 Consideration of the Register of Demands for April 11, 2019

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

- 5.2 Consideration of Resolution No. SA 2019-02 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY BOARD AUTHORIZING THE AGENCY SECRETARY TO ACCEPT INTERESTS IN REAL PROPERTY ON BEHALF OF THE BOARD

*RECOMMENDED ACTION:*                      *Adopt Resolution No. SA 2019-02.*

## 6. BOARD MATTERS

- 6.1 Consideration of revised Engineers Estimate in the amount of \$15,888,000 for the Grand Avenue and Golden Springs Drive Intersection Improvements (Contract No. GGS-0387)

*RECOMMENDED ACTION:*                      *Approve the estimate.*

- 6.2 Consideration of an advance to Southern California Edison (SCE) for the undergrounding of overhead 12kV power lines along Old Brea Canyon Road in the amount of \$1,860,000 as identified in Line Item No. 202 of the Recognized Obligation Payment Schedule 18-19

*RECOMMENDED ACTION:*                      *Approve the expenditure.*

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, April 25, 2019 at 8:30 a.m.

*SUCCESSOR AGENCY*

ITEM NO. 5.1

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 11, 2019**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	122,540.91
221	IUDA PROJECT 1	63,281.83
222	IUDA PROJECT 2	139,231.11
	TOTAL ALL FUNDS	325,053.85

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	261,772.02
BOFA	BANK OF AMERICA	63,281.83
	TOTAL ALL BANKS	325,053.85

**Successor Agency To The  
Industry Urban Development**

**Wells Fargo Bank**

**April 11, 2019**

Check	Date	Payee Name		Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32392	03/22/2019	IUDA - 2008 SUB-LIEN		\$122,540.91
	Invoice	Date	Description	Amount
	REGISTER 3/14/19	03/22/2019	TRANSFER BACK TO BOFA REV PROJ 1 - CK 1044	\$122,540.91
32393	04/11/2019	CNC ENGINEERING		\$79,286.25
	Invoice	Date	Description	Amount
	458342	03/28/2019	IBC-EAST SIDE ROADWAYS	\$8,738.75
	458343	03/28/2019	IBC-WEST SIDE ROADWAYS	\$54,310.00
	458345	03/28/2019	IBC-FUTURE PHASES AND STUDIES	\$13,445.00
	458346	03/28/2019	IBC- TMA TRAFFIC MITIGATION	\$1,295.00
	458347	03/28/2019	IBC- TMB TRAFFIC MITIGATION	\$95.00
	458340	03/28/2019	BAKER PKY SLOPE MAINT	\$677.50
	458348	03/28/2019	INDUSTRY EAST TRAFFIC MITIGATION	\$725.00
32394	04/11/2019	CNC ENGINEERING		\$56,270.00
	Invoice	Date	Description	Amount
	458341	03/28/2019	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$56,080.00
	458344	03/28/2019	LEMON AVE AND 60 FWY INTERCHANGE	\$190.00
32395	04/11/2019	MX GRAPHICS, INC.		\$84.86
	Invoice	Date	Description	Amount
	17609	03/18/2019	BLUEPRINT SVC-MP 99 31 16	\$84.86
32396	04/11/2019	PBLA ENGINEERING, INC.		\$3,590.00
	Invoice	Date	Description	Amount

Successor Agency To The  
Industry Urban Development

Wells Fargo Bank

April 11, 2019

Check	Date		Payee Name	Check Amount
IUDAADM.WF.CHK - IUDA Admin WF Checking				
108-2-0319	03/01/2019		DRAINAGE DESIGN-IBC PROJ	\$3,590.00

Checks	Status	Count	Transaction Amount
	Total	5	\$261,772.02

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

**Bank of America**

**April 11, 2019**

Check	Date	Payee Name	Check Amount
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**08PJ1REVLOAN - 2008 PJ1 Revol Loan - Restricted**

1045	03/21/2019		IUDA-ADMINISTRATIVE ACCOUNT	\$25,226.13
	Invoice	Date	Description	Amount
	3/21/19	03/21/2019	2008 SUB-LIEN TAX BOND - REG 3/14/19 (REPLACE CK	\$25,226.13
<hr/>				
1046	03/21/2019		IUDA-ADMINISTRATIVE ACCOUNT	\$9,055.70
	Invoice	Date	Description	Amount
	03/22/19	03/21/2019	2008 SUB-LIEN TAX BOND - REG 3/28/19	\$9,055.70

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

1139	03/22/2019		IUDA-ADMINISTRATIVE ACCOUNT	\$29,000.00
	Invoice	Date	Description	Amount
	A2 REG 3/28/19	03/22/2019	TRANSFER OF FUNDS FOR REGISTER 3/28/19	\$29,000.00

Checks	Status	Count	Transaction Amount
			Total
		3	\$63,281.83

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
April 11, 2019**

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

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



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

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*  
Mathew Hudson, Project Manager, CNC Engineering *M.H.*

**DATE:** April 11, 2019

**SUBJECT:** CONSIDERATION OF RESOLUTION NO. SA 2019-02 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY BOARD AUTHORIZING THE AGENCY SECRETARY TO ACCEPT INTERESTS IN REAL PROPERTY ON BEHALF OF THE BOARD

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**Background:**

In November of 1988, Rowland Water District acquired an easement to construct, operate, use and maintain an underground pipeline through the property at 17647 Gale Avenue and "L" Street. The purpose of the easement was to serve the existing businesses at that time.

**Discussion:**

Rowland Water District no longer needs the easement within the property at 17647 Gale Avenue as the existing parcel is vacant. Rowland Water District will quitclaim their rights back to the parcel. As the current owner of said parcel and in order to accept the property, the Board must adopt a resolution accepting the real property.

Pursuant to Government Code Section 27281, instruments conveying an interest in real property may not be recorded without a certificate of acceptance from the Agency Board. Government Code Section 27281 also provides that the Agency Board may, by general resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a certificate of acceptance; and

Staff recommends that the Agency Board adopt a resolution delegating to the Agency Secretary, the authority to accept all deeds or grants conveying any interest in or easement upon real property to the Agency for public purposes, and to execute the related certificates of acceptance, and to record the documents.

Upon adoption of the resolution, the Agency Secretary would be able to accept the easement for the property at 17647 Gale Avenue.

**Fiscal Impact:**

There is no Fiscal Impact.

**Recommendation:**

Staff recommends that the Board adopt Resolution SA 2019-02 and authorize the Secretary to accept interests in real property on behalf of the Board.

**Exhibit:**

A. Resolution SA 2019-02

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TH/JN/MH:jv

**EXHIBIT A**

Resolution SA 2019-02

[Attached]

**RESOLUTION NO. SA 2019-02**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER  
INDUSTRY URBAN-DEVELOPMENT AGENCY AUTHORIZING THE  
AGENCY SECRETARY TO ACCEPT INTERESTS IN REAL PROPERTY  
ON BEHALF OF THE BOARD**

**WHEREAS**, Government Code Section 27281 sets forth that instruments conveying an interest in real property may not be recorded without a certificate of acceptance from the Agency Board; and

**WHEREAS**, Government Code Section 27281 also provides that the Agency Board may, by general resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a certificate of acceptance; and

**WHEREAS**, pursuant to Government Code Section 27281, the Agency Board desires to delegate to the Agency Secretary, the authority to accept all deeds or grants conveying any interest in or easement upon real property to the Successor Agency to the Industry Urban-Development Agency for public purposes, and to execute certificates of acceptance in connection therewith, and to consent to recordation thereof.

**NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FORMER  
INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS  
FOLLOWS:**

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

**SECTION 2.** Authority under Government Code Section 27281. Pursuant to Government Code Section 27281, the Agency Board hereby delegates to the Agency Secretary, the authority to accept all deeds or grants conveying any interest in or easement upon real property to the Successor Agency to the Industry Urban-Development Agency for public purposes, and to execute certificates of acceptance in connection therewith, and to consent to recordation thereof.

**SECTION 3.** Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 4.** Certification. The Agency Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**SECTION 5.** Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** at a special meeting of the Successor Agency of the Former Industry Urban-Development Agency this 11th day of April, 2019.

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:

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Mark D. Radecki, Chairman

**ATTEST:**

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Julie Gutierrez-Robles, Agency Secretary

*SUCCESSOR AGENCY*

ITEM NO. 6.1



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:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*  
*AL* Arlene Lopez, Project Manager, CNC Engineering

**DATE:** April 11, 2019

**SUBJECT:** Consideration of a revised Engineers Estimate in the amount of \$15,888,000 for the Grand Avenue and Golden Springs Drive Intersection Improvements (Contract No. GGS-0387)

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**Background:**

At the direction of the Successor Agency to the Industry Urban-Development Agency ("Agency") Staff, WKE Inc. has prepared plans and specifications for the Grand Avenue and Golden Springs Drive Intersection Improvements. The project provides for improvements to Grand Avenue and Golden Springs Drive, including intersection widening, sidewalk widening, and streetscape enhancements. This project was previously authorized to bid by the Board on July 26, 2018 and was posted for the solicitation of bids on April 4, 2019 with a bid due date of May 7, 2019. The original Engineer's Estimate at the time of authorization to bid was \$11,781,028.

This project is identified in Line Item No. 128 on the Recognized Obligation Payment Schedule 18-19 ("ROPS") as part of the Route 57/60 Confluence with a total outstanding obligation of \$9,480,364 in bond proceeds for ROPS 18-19. The City has been awarded up to \$6,727,566 in local Proposition C grant funds from the Los Angeles County Metropolitan Transportation Authority's ("Metro") 2011 Call for Projects Program, which provides 40% of eligible project costs for right-of-way acquisition, construction, and construction support services. The City entered into a Memorandum of Understanding on April 23, 2015 with the Agency to provide payment for all project related costs, with full reimbursement provided by the Agency and Metro's grant funding.

**Discussion:**

At the time of the authorization to bid on July 26, 2018, there was a separate agreement with Los Angeles County to purchase portions of the Diamond Bar Golf Course to obtain the required right-of-way in order to construct the project. At the request of LA County,



the construction of the relocation of Hole #3 was added to the scope of work last minute, eliminating the right-of-way costs while increasing the total construction cost.

The relocation of Hole #3 within the Diamond Bar Golf Course by LA County includes surveying, laying out, and constructing Hole #3 as shown on the Plans as well as the installation of a new irrigation system on the existing golf course affected by the construction of Hole #3. Due to these changes in the scope of work, the Engineer's Estimate is now \$15,888,000.

Staff seeks and recommends approval by the Board to re-authorize the solicitation of bids at the revised Engineer's Estimate amount. Since the project has been advertised to bid, an Addendum will be posted with the revised estimate at the approval of the Board. If the request is denied, Staff can withdraw the bid advertisement.

**Fiscal Impact:**

The revised Engineer's Estimate for this project is \$15,888,000. This project is listed in the Recognized Obligation Payment Schedule 18-19 under Line Item No. 128.

**Recommendation:**

It is hereby recommended that the Board approve the revised Engineer's Estimate in the amount of \$15,888,000.

**Exhibit:**

A. Engineer's Estimate

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TH/JN/AL:jv

**EXHIBIT A**

Engineer's Estimate

[Attached]

ESTIMATE FOR:

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT  
AGENCY

PROJECT NO. 387

GRAND AVENUE AND GOLDEN SPRINGS DRIVE INTERSECTION  
IMPROVEMENTS

CONTRACT NO. GGS-0387

ENGINEER'S ESTIMATE  
\$15,888,000.00

*SUCCESSOR AGENCY*

ITEM NO. 6.2



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:** Troy Helling, Executive Director *TH*

**STAFF:** Joshua Nelson, Contract Agency Engineer, CNC Engineering *JN*  
Ruel Ituralde, Project Manager, CNC Engineering *R.I.*

**DATE:** April 11, 2019

**SUBJECT:** Consideration of an advance to Southern California Edison for the undergrounding of overhead 12kV power lines along Old Brea Canyon Road in the amount of \$1,860,000 as identified in the Line Item No. 202 of the Recognized Obligation Payment Schedule 18-19

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**Background:**

As part of Industry Business Center development on the west side of Grand Avenue, Southern California Edison's ("SCE") overhead 12kV power line along Old Brea Canyon Road will be relocated and installed in underground conduits. The new underground conduits will be installed in the newly constructed Perimeter Maintenance Road for the west side development from the trapezoidal channel to Grand Avenue. Conduits, vaults and appurtenant structures will be installed by the contractor. SCE will install the cable, energize the power line and remove overhead power lines and poles.

**Discussion:**

SCE has submitted a Request for Advance Payment for their scope of work in the amount of \$1,860,000. SCE is a payee in the Recognized Obligation Payment Schedule 18-19 under Line Item No. 202. Staff has reviewed the fee and scope and found it to be in order. Also included are the Facilities Relocation Agreement and the Bill of Sale forms that require the Executive Director's signature.

**Fiscal Impact:**

The fiscal impact for this work is \$1,860,000. SCE is listed as a payee in the Recognized Obligation Payment Schedule 18-19 under Line Item No. 202.

**Recommendation:**

It is hereby recommended the Board approve the issuance of a check in the amount of \$1,860,000 payable to "Southern California Edison" to be issued on the upcoming register.

**Exhibits:**

- A. Request for Check dated April 11, 2019
  - B. Facilities Relocation Agreement
  - C. Bill of Sale Regarding Applicant – Installed Ducts and Substructures
- 

TH/JN/RI:jv

**EXHIBIT A**

Request for Check dated April 11, 2019

[Attached]

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

**REQUEST FOR CHECK**

Vendor/Name: Southern California Edison Date: April 11, 2019

Address: P.O. Box 800 Amount: \$ 1,860,000.00

City: Rosemead State: CA Zip Code: 91771-001

Purpose: Undergrounding of 12KV power line as part of IBC-0386 (MP 99-31 #16) West  
Side Roadways, Sewers, Dry Utilities and Slope Landscaping project. SCE is a payee in ROPS 18-  
19 Line Item No. 202.

Other Instructions: If possible, please process the check on the upcoming register. Please also  
include Document No. 7590203509 on the check.

Executive Director Approval: \_\_\_\_\_

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

Appr'd: \_\_\_\_\_





SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

An EDISON INTERNATIONAL<sup>®</sup> Company

# Request For Advance Payment

Successor Agency to the Industry Ur  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

Document # 7590203509  
Document Date 03/22/2019  
Customer # 10211287  
SCE Contact Miguel Flores  
Telephone # 909-288-6343  
(RE)

Description	Amount
Advance Payment - Project Payment	\$1,860,000.00
SCE Project# : 1566	

If paying by check, please follow instructions on bill stub below

**Instructions for wire or ACH payments:**

JP Morgan Chase Bank  
New York, NY

ABA#: 021000021 Acct#: 323-394434

SCE Taxpayer ID No. 95-1240335

Ref: Customer# 10211287 - Document# 7590203509 - Miguel Flores

**Failure to properly identify your customer and document number may delay your project**

Please detach and return payment stub with payment



**Payment Stub**

**\$1,860,000.00**

Customer 10211287  
Document 7590203509

Enter the amount you  
paid \$

(RE)

Make check payable to Southern California Edison.  
Please include customer and document# on the check.

Successor Agency to the Industry Ur  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

Southern California Edison  
Attn: Accounts Receivable  
PO Box 800  
Rosemead, CA  
91771-0001

**EXHIBIT B**

Facilities Relocation Agreement

[Attached]

**FACILITIES RELOCATION AGREEMENT**  
**(RELOCATION UNDER SCE TARIFF RULE 20C - APPLICANT TO INSTALL**  
**DUCTS/SUBSTRUCTURES)**

This Facilities Relocation Agreement ("Agreement") is made and entered into this 21<sup>st</sup> day of March, 2019 (the "Effective Date") by and between Southern California Edison Company, a California corporation ("SCE"), and Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the "Applicant"). SCE and the Applicant are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Applicant is proposing to develop a commercial and industrial project (the "Project") within that area generally depicted in the attached Exhibit A (the "Project Location").

WHEREAS, SCE currently operates and maintains certain distribution and telecommunication facilities (collectively the "SCE Facilities") within and proximate to the Project Location.

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities.

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

**AGREEMENT**

**1. SCOPE OF WORK**

The Project will require that certain of SCE's overhead distribution and telecommunication facilities be relocated underground ("the Relocation"). The Relocation will be performed in accordance with SCE's Tariff Rule 20: Replacement of Overhead with Underground Electric Facilities, Section C ("Rule 20C"), which is incorporated herein by this reference. The Scope of Work for the Relocation is as follows: relocation of existing SCE distribution and telecommunication facilities per distribution design 0103424268 (9 sheets) dated 1/7/19 and telecommunications design 801460377 (8 sheets) dated 1/7/19.

**2. RELOCATION PLANS**

a. Approved Relocation Plans. In furtherance of the Applicant's request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project and (ii) the relocation areas for the affected SCE Facilities (the "Relocation Plans"). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any conflicts with the Applicant's development plans for the Project, nor do the Relocation Plans conflict with any other non-SCE utilities that are located, or will be located, in the Project Location. It is the Applicant's sole responsibility to ensure that no conflicts exist between the Relocation Plans and the Applicant's development plans or other non-SCE utilities, and to timely inform SCE of the need for any refinements, modifications, or

**FACILITIES RELOCATION AGREEMENT**  
**(RELOCATION UNDER SCE TARIFF RULE 20C – APPLICANT TO INSTALL**  
**DUCTS/SUBSTRUCTURES)**

This Facilities Relocation Agreement (“Agreement”) is made and entered into this 21<sup>st</sup> day of March, 2019 (the “Effective Date”) by and between Southern California Edison Company, a California corporation (“SCE”), and Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Applicant”). SCE and the Applicant are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, the Applicant is proposing to develop a commercial and industrial project (the “Project”) within that area generally depicted in the attached Exhibit A (the “Project Location”).

WHEREAS, SCE currently operates and maintains certain distribution and telecommunication facilities (collectively the “SCE Facilities”) within and proximate to the Project Location.

WHEREAS, the Applicant has determined that implementation of the Project will require the relocation of portions of the SCE Facilities and, to that end, the Applicant has requested that SCE relocate some or all of the SCE Facilities.

WHEREAS, subject to the terms and provisions set forth herein, SCE is willing and able to relocate the identified SCE Facilities in order to accommodate the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE APPLICANT AND SCE AS FOLLOWS:

**AGREEMENT**

**1. SCOPE OF WORK**

The Project will require that certain of SCE’s overhead distribution and telecommunication facilities be relocated underground (“the Relocation”). The Relocation will be performed in accordance with SCE’s Tariff Rule 20: Replacement of Overhead with Underground Electric Facilities, Section C (“Rule 20C”), which is incorporated herein by this reference. The Scope of Work for the Relocation is as follows: relocation of existing SCE distribution and telecommunication facilities per distribution design 0103424268 (9 sheets) dated 1/7/19 and telecommunications design 801460377 (8 sheets) dated 1/7/19.

**2. RELOCATION PLANS**

a. Approved Relocation Plans. In furtherance of the Applicant’s request, SCE has prepared certain plans/designs that identify (i) the SCE Facilities that will be impacted by the Project and (ii) the relocation areas for the affected SCE Facilities (the “Relocation Plans”). Copies of the Relocation Plans are attached hereto as Exhibit B. The Applicant expressly acknowledges that (a) it has reviewed and approved the Relocation Plans and (b) the Relocation Plans do not present any conflicts with the Applicant’s development plans for the Project, nor do the Relocation Plans conflict with any other non-SCE utilities that are located, or will be located, in the Project Location. It is the Applicant’s sole responsibility to ensure that no conflicts exist between the Relocation Plans and the Applicant’s development plans or other non-SCE utilities, and to timely inform SCE of the need for any refinements, modifications, or

revisions to the Relocation Plans to resolve any such conflicts that may later arise, all in accordance with subsections (b) – (d) below.

b. Refinements to Plans. Depending upon the design status of the Project as of the Effective Date, the Parties acknowledge that refinements and/or adjustments to portions of the Relocation Plans may be required in order to eliminate minor conflicts. In such instance, SCE shall prepare such refinements to the Relocation Plans as may be necessary in order to address/eliminate said conflicts. The refined Relocation Plans shall be presented to the Applicant for review and approval; SCE shall not commence the Relocation Work (see Section 4, below) unless and until the Applicant has reviewed and approved the refined Relocation Plans. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's refinement of the Relocation Plans.

c. Revised Plans. In the event that modifications/revisions to the Relocation Plans are required in order to accommodate changes to the Project (including the elimination of conflicts with the Applicant's development plans), to resolve conflicts with other non-SCE utilities within the Project area, or to address other changed circumstances, then SCE shall prepare such modifications/revisions as are necessary to address said changes and shall present same to the Applicant for review and approval. The Applicant shall be responsible for all costs and expenses reasonably incurred by SCE in relation to SCE's preparation of the modifications/revisions to the Relocation Plans.

d. Potential Project Delays. The Applicant expressly acknowledges that the preparation of refined, modified and/or revised Relocation Plans may cause delays in SCE's performance of the Relocation Work, and that said delays could impact the development schedule for the Project. The Parties agree that SCE shall not have any liability or obligation to the Applicant (or others) in the event that the preparation of refined, modified and/or revised Relocation Plans results in delays in the Project.

### 3. ACQUISITION OF LAND RIGHTS

The Applicant shall be responsible for securing all land rights required by SCE to allow SCE to relocate, construct and permanently operate and maintain the SCE Facilities on the areas depicted in the Relocation Plans (the "Relocation Areas"). The land rights acquired by the Applicant (the "SCE Land Rights") shall be in a form prescribed by SCE (the "SCE Land Rights Form"); SCE shall provide the SCE Land Rights Form to the Applicant.

The SCE Land Rights shall also include permanent rights of ingress/egress that allow SCE to gain reasonable, unimpeded and non-escorted access to and from the Relocation Areas and the SCE Facilities (whether over lands owned by the Applicant or otherwise). In connection with the acquisition of the SCE Land Rights, the Applicant shall be responsible for clearing all encumbrances identified by SCE that could interfere with the Relocation Work and the exercise of the SCE Land Rights on/about the Relocation Areas (including access thereto/therefrom). Unless otherwise agreed in writing by SCE, the SCE Land Rights shall be granted directly to SCE. Notwithstanding any provision herein to the contrary, SCE will not begin the Relocation Work unless and until all required SCE Land Rights have been executed, in writing, and presented to and approved by SCE.

### 4. RELOCATION WORK

Following (i) the Parties' confirmation of the finality of the Relocation Plans and (ii) the Applicant's acquisition (and SCE's approval) of the SCE Land Rights, SCE shall cause the SCE Facilities to be removed and relocated to the Relocation Areas in accordance with the Relocation

Plans (the "Relocation Work"). SCE and the Applicant shall perform the Relocation Work in accordance with all applicable laws, rules and regulations.

a. Work to Be Performed by SCE

1. SCE shall procure and install all materials related to its electrical system - for example: cable, transformers, switches, capacitors, meters, and connectors - except the ducts and substructures as defined in Rule 20B.2.a, which are to be procured and installed by the Applicant. SCE shall provide all engineering work related to the relocation of said electrical facilities.
2. SCE shall inspect and approve all ducts and substructures procured and installed by the Applicant before SCE begins the installation of the underground facilities.
3. SCE shall, at Applicant's cost and expense, remove its overhead electrical facilities after the underground facilities have been installed, energized, and placed into permanent service.
4. Except as stated in Section 9 below, SCE and the Applicant shall each separately be responsible for obtaining all permits required to complete the portion of the work for which each Party is responsible under this Agreement, unless the Parties agree otherwise in writing.

b. Work to Be Performed by Applicant

1. The Applicant, at no cost to SCE, is responsible for providing SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground and/or overhead structures and/or facilities.
2. The Applicant, at no cost to SCE, shall procure and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and poles bases, and perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving in connection with the installation of the underground system, all in accordance with the Relocation Plans, subject to inspection and approval by SCE.
3. The Applicant shall notify SCE 48 hours prior to construction or installation of the ducts and substructures so that SCE can schedule the required inspection.
4. The Applicant shall provide SCE with "As-Built" drawings.
5. The Applicant, at no cost to SCE and subject to SCE's approval and acceptance, will grant SCE, in writing, ownership of all ducts and substructures installed pursuant to this Agreement. The Applicant warrants and represents that the ownership of the installed ducts and substructures, and each and every component thereof, as approved by SCE, will pass to SCE free and clear of any and all liens and encumbrances.
6. After the Applicant has completed installation of all ducts and substructures, and the ducts and substructures have been inspected and approved by SCE, the Applicant shall furnish to SCE a schedule of all costs incurred in the construction of the ducts and substructures. SCE must have this information

before SCE energizes the underground facilities and de-energizes the overhead facilities. As part of the project reconciliation, if the project is subject to Income Tax Component of Contribution ("ITCC"), SCE will provide a statement of ITCC for the project, which includes the ITCC charged on the ducts and substructures installed by the Applicant.

7. With respect to the Relocation, the Applicant shall ensure that either (a) all property owners served from the overhead facilities to be removed have first agreed in writing to have the wiring changes made on their premises so that service may be furnished from the underground distribution system in accordance with SCE's rules and that SCE may discontinue its overhead service upon completion of the underground facilities, or (b) suitable legislation is in effect requiring such necessary wiring changes to be made and authorizing SCE to discontinue its overhead service.

## 5. COST ALLOCATION

Applicant is exclusively responsible for all costs and expenses associated with SCE's implementation of the Relocation Plans including, but not limited to, the costs and expenses associated with (i) SCE's preparation of the Relocation Plans (and any revisions thereto and refinements thereof), (ii) SCE's performance of the Relocation Work and (iii) the Applicant's acquisition of the SCE Land Rights. SCE may provide Applicant with credits with respect to the Relocation as required by its applicable Tariff Rules of service.

Applicant shall reimburse SCE for costs and expenses incurred by SCE in accordance with the provisions of Section 6, below.

## 6. INITIAL COST ESTIMATE, PAYMENT(S) AND RECONCILIATION

a. Initial Cost Estimate. The total estimated cost for the Relocation Work for which the Applicant is responsible is \$1,860,000.00 (the "Initial Cost Estimate").

The Initial Cost Estimate includes a 24% Income Tax Component of Contribution ("ITCC"), which is the current 2019 ITCC rate. ITCC rates are variable and subject to change. The Applicant is responsible for payment of any increases in the ITCC that are applicable to the project, and shall reimburse SCE (within 60 days following written demand from SCE) for any ITCC increases calculated or paid by SCE, including any interest, penalties or fees associated therewith.

b. Prior Advances: Outstanding Balance. SCE has received no prior engineering advance from the Applicant. Thus, the total remaining balance due to SCE at this time is \$1,860,000.00 (the "Outstanding Balance").

c. Payment of Outstanding Balance. Concurrent with the Applicant's execution and delivery of this Agreement, the Applicant shall pay to SCE the Outstanding Balance. The Outstanding Balance shall be delivered to SCE at the address shown in Section 12.b, below, and shall reference the following SCE Project File Number: Project ID #1566. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until SCE has received the Outstanding Balance.

d. Reconciliation. The Parties acknowledge that the Initial Cost Estimate is valid only for a period of 90 days following the Effective Date, and that the costs associated

with SCE's performance of the Relocation Work could increase prior to SCE's completion of the Relocation Work. Upon completion of the Relocation Work (or the cancellation of the Project or termination of this Agreement), the Applicant will be responsible for paying the total costs and expenses actually incurred by SCE for which the Applicant is responsible under this Agreement in relation to implementation of the Relocation Plans. Thus, at the completion of the Relocation Work (or upon the cancellation of the Project or termination of this Agreement), SCE will calculate the total actual costs and expenses for which the Applicant is responsible hereunder, and the Applicant will be provided with a final invoice identifying said costs and expenses. The Applicant will be billed or refunded, as applicable, for any difference between the amounts paid by the Applicant hereunder and the actual costs and expenses incurred by SCE. Any amount owed to SCE shall be due no later than 30 days after the Applicant's receipt of the final invoice. Similarly, any amount owed by SCE to the Applicant shall be refunded by SCE to the Applicant within 30 days following SCE's preparation and delivery of the final invoice.

If the Applicant fails to pay the final invoice within 30 days of receipt, the Applicant is responsible for paying to SCE, in addition to the invoiced amount, any and all costs incurred by SCE to collect the past due amount, including but not limited to, collection agency fees and court costs, but excluding attorneys' fees.

#### **7. PROJECT SCHEDULING**

The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other documents, outages or other key items and not being delayed by those forces described in Section 8, below. The Parties shall work cooperatively and in good faith to timely meet all mutually-acceptable schedules and to minimize delays; however, the Applicant expressly acknowledges and agrees that SCE offers no guarantees or warranties regarding the completion date for the Relocation Work.

#### **8. NO RESPONSIBILITY FOR DELAYS**

SCE shall not be responsible or liable to the Applicant (or others) for any delay in its performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission ("CPUC"), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of SCE or the Applicant. The Applicant expressly waives and releases any and all claims for damages against SCE arising out of any delays in the Project unless due to SCE's sole negligence or willful misconduct.

#### **9. COMPLIANCE WITH CEQA AND OTHER ENVIRONMENTAL LAWS**

The Applicant, at no cost to SCE, but with SCE's reasonable cooperation, shall comply with the requirements of the California Environmental Quality Act ("CEQA") and other environmental laws, as applicable, and shall prepare any and all Negative Declarations, Mitigated Negative Declarations and/or Environmental Impact Reports which may be required by any agency or entity having jurisdiction over the Project and the Relocation Work. The Applicant expressly acknowledges that SCE is relying upon the Applicant's representations that the Relocation Work is covered by the environmental documentation, clearances and permits issued (or to be issued) in relation to the Project, and that the Applicant is responsible for satisfying all mitigation



requirements and conditions attendant to SCE's performance of the Relocation Work. Notwithstanding any provision herein to the contrary, the Applicant acknowledges and agrees that SCE will not begin the Relocation Work unless and until all environmental permits, approvals, certifications and authorizations have been issued in relation to the Project and the Relocation Work.

#### 10. COOPERATION BY BOTH PARTIES; TIMELY COMMUNICATION

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation Work, and ways that the Parties may work together to facilitate the completion of this Agreement. Notwithstanding any provision herein to the contrary, failure by the Applicant to timely respond to requests for information by SCE shall be considered a default of this Agreement.

#### 11. INDEMNIFICATION

The Applicant agrees, for itself, and for its agents, contractors, and employees, to save harmless, defend, and indemnify SCE, its officers, agents, contractors, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of action, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE, resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement. Applicant's duty to indemnify SCE includes, without limitation, claims against SCE regarding approvals given by Applicant for SCE's plans, claims against SCE pertaining to the location and/or underlying real property rights for SCE's facilities in new locations (as may be applicable), and claims against SCE for the removal and/or remediation of pre-existing environmental contamination (provided such contamination was not caused by SCE). Applicant shall not be excused of its duty to indemnify for SCE's ordinary negligence, but shall be excused to the extent claims, losses, or damages are attributable to SCE's sole negligence, gross negligence, or willful misconduct.

#### 12. NOTICES, CORRESPONDENCE, AND PAYMENT ADDRESS

a. Notices and Correspondence. Any notices and correspondence provided for in this Agreement, ***other than payments***, to be given by either Party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To SCE:

Miguel Flores  
Project Manager (Transmission)  
Southern California Edison  
800 West Cienega Blvd  
San Dimas, CA 91773

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St, Suite 100  
City of Industry, CA 91744  
Attention: Troy Helling, Executive Director

b. Payments: Any payments provided for in this Agreement shall be forwarded to the addresses below.

To SCE:

Southern California Edison Company  
P.O. Box 800  
Rosemead, California 91771-0001  
Attention: Accounts Receivable

To Successor Agency to the Industry Urban-Development Agency:

15625 E Stafford St, Suite 100  
City of Industry, CA 91744  
Attention: Troy Helling, Executive Director

**13. TERMINATION**

a. Applicant's Right to Terminate Agreement. The Applicant shall have the right to terminate this Agreement at any time upon written notice to SCE. If this Agreement is terminated by the Applicant, the Applicant shall be responsible to SCE for all costs and expenses actually incurred by SCE in connection with SCE's preparation of the Relocation Plans, performance of the Relocation Work, and any other actions/activities under this Agreement, notwithstanding the cost allocation provisions in Section 5, above. Additionally, Applicant shall be responsible for any additional costs and expenses incurred by SCE as a result of the termination, including but not limited to, restoring the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs or expenses related to the cancellation of contracts, purchase orders, or other commitments or agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

b. Termination Due to Applicant's Default. If the Applicant is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give the Applicant written notice of default ("Default Notice"). If the Applicant does not cure such default within the time specified in the Default Notice, SCE has the right, but not the obligation, to terminate this Agreement upon 30 days written notice to the Applicant (or such lesser time as may be appropriate under the circumstances). Except as otherwise provided, should SCE exercise such right of termination, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, and any other expenses related to the performance of this Agreement thus incurred by SCE, up to and including the date of termination, notwithstanding the cost allocation provisions in Section 5, above. SCE shall also be entitled to payment for all costs and expenses required to effect the termination of this Agreement, including but not limited to: all costs and expenses pertaining to the restoration of the SCE Facilities to a permanent operational state; all costs for equipment and/or materials; and all costs and expenses related to the cancellation of contracts, purchase orders, commitments or other agreements entered into up to and including the date of the notice of termination, between SCE and all parties furnishing labor, materials, and services in connection with this Agreement. SCE shall prepare and deliver to the Applicant an invoice that describes/identifies the costs and expenses thus incurred by SCE. Within 30 days following

SCE's delivery of said invoice, the Applicant shall pay to SCE the amounts specified in the invoice.

**14. JURISDICTION OF PUBLIC UTILITIES COMMISSION**

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by law.

**15. AMENDMENTS**

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

**16. GOVERNING LAW**

This Agreement shall be subject to and construed according to the laws of the State of California, and venue of any cause of action shall be Los Angeles County, California.

**17. HEADINGS**

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

**18. THIRD PARTY BENEFICIARIES**

Nothing herein is intended to create any third party benefit.

**19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

**20. WAIVER**

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

**21. DUPLICATE ORIGINALS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (*i.e.*, PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

**22. 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.

IN WITNESS WHEREOF, this Agreement and each and every term herein is agreed to by and between the undersigned.

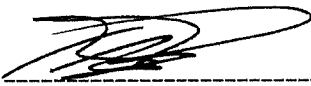
DATED: \_\_\_\_\_

Successor Agency to the Industry Urban-  
Development Agency.  
a(n) \_\_\_\_\_

BY: \_\_\_\_\_  
Troy Helling  
Executive Director

DATED: 3/21/19

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

BY:  \_\_\_\_\_  
Travis L Parks  
Senior Manager, Covina District

**EXHIBIT A**

**Description of the Project Location**  
(North of 60 Fwy, west of Grand Ave, City of Industry)





**EXHIBIT B**

**APPROVED RELOCATION PLANS**

*Distribution Design 010342368, dated 1/7/19 (9 sheets), approved by transmittal on 2/7/19*

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL MATERIALS AND EQUIPMENT SHALL BE NEW UNLESS OTHERWISE SPECIFIED.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
8. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**TABLE 1: EQUIPMENT SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	TRANSFORMER	1	EA	
2	PANEL	2	EA	
3	CABLE	100	FT	
4	CONDUIT	50	FT	
5	TRAY	20	FT	
6	DUCT	10	FT	
7	STRUCTURE	1	EA	
8	WIRE	500	FT	
9	TERMINALS	100	EA	
10	LABOR	100	HRS	

**TABLE 2: MATERIALS SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CABLE	100	FT	
2	CONDUIT	50	FT	
3	TRAY	20	FT	
4	DUCT	10	FT	
5	WIRE	500	FT	
6	TERMINALS	100	EA	
7	LABOR	100	HRS	

**TABLE 3: LABOR SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	LABOR	100	HRS	
2	LABOR	50	HRS	
3	LABOR	20	HRS	
4	LABOR	10	HRS	
5	LABOR	5	HRS	

**FINAL DESIGN APPROVALS:**

DESIGNED BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 DATE: [Date]

**EXHIBIT B**

**APPROVED RELOCATION PLANS continued**

SCE Telecom Design 801460377, dated 1/7/19 (8 sheets), approved by transmittal on 2/7/19

**LEGEND OF CONDUIT SYMBOLS**  
(COMPONENTS: C, S)

**LEGEND OF SYSTEM SYMBOLS**

**LIST OF MATERIALS**

**LEGEND OF SYSTEM SYMBOLS**

**CONCRETE TO DEFINE SEE FINISHES**

**TELECOM V.O. MAP**

**PRELIMINARY**

**4x4x4 FT STANDARD FIBER OPTIC TELECOMMUNICATIONS MANHOLE**

**CONCRETE TO DEFINE SEE FINISHES**

**TELECOM V.O. MAP**

**PRELIMINARY**

**EXHIBIT C**

Bill of Sale Regarding Applicant – Installed Ducts and Substructures

[Attached]





Miguel Flores  
Project Manager  
Transmission Project  
Management

March 21, 2019

Troy Helling  
Executive Director  
Successor Agency to the Industry Urban-Development Agency [City of Industry]  
15625 E Stafford St.  
City of Industry, CA 91744

Subject: Bill of Sale Regarding Applicant-Installed Ducts and Substructures  
Relocation of SCE Distribution and Telecommunication Facilities  
Distribution Design 0103424268 dated 1/7/19 and  
Telecommunications Design 801460377 dated 1/7/19  
Project Location: Old Brea Canyon Rd, west of Grand Ave, north of 60 & 57  
Freeways, City of Industry  
Project ID # 1566

Dear Mr. Troy Helling:

Pursuant to Section 4(b) of the Facilities Relocation Rule 20 Agreement between Successor Agency to the Industry Urban-Development Agency [City of Industry] ("Applicant") and Southern California Edison ("SCE"), effective March 21, 2019, Applicant has installed certain underground ducts and substructures, which are intended to be deeded to SCE as part of the Underground Relocation<sup>1</sup> project at Old Brea Canyon Rd, west of Grand Ave, north of 60 & 57 Freeways in City of Industry. This letter serves to deed the underground ducts and substructures, and each and every part and component thereof (hereinafter, "the Ducts and Substructures") to SCE.

**By countersigning this letter in the space provided below, Applicant hereby sells, assigns, conveys, transfers and delivers to SCE, its legal representatives, successors and assigns, absolutely and not as security, all of Applicant's present and future right, title and interest in and to the Ducts and Substructures.** Applicant warrants and represents that ownership of the Ducts and Substructures hereby passes to SCE free and clear of any and all liens, mortgages, security interests, pledges, conditions, and encumbrances

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<sup>1</sup> All capitalized terms in this letter have the same meaning as used in the Facilities Relocation Agreement.

Street Address  
City, State, Zip  
Phone Number  
Email Address



Miguel Flores  
Project Manager  
Transmission Project  
Management

of any nature. This Bill of Sale shall inure to the benefit of the parties and their respective successors and assigns.

Additionally, the Facilities Relocation Rule 20 Agreement, provides that the Applicant shall furnish to SCE a schedule of all costs incurred in the construction of the installed Ducts and Substructures. Please provide the following information related to the installation of Ducts and Substructures:

1. Number of linear feet of duct installed.
2. Number of ducts installed and size of ducts (i.e. six, five inch ducts).
3. Number of vaults (substructures) installed.
4. Total cost of labor and materials to install Ducts and Substructure(s).
5. Copy of itemized invoice, clearly identifying costs specific to Ducts and Substructures.

As part of the project reconciliation, SCE will provide a statement of Income Tax Component of Contribution ("ITCC") due for the Ducts and Substructures installed by Applicant. As provided in Section 6(d) of the Facilities Relocation Rule 20 Agreement, once the entire project is reconciled, Applicant will be billed or refunded the difference between the estimated amount paid for the relocation project and the actual project cost, including the ITCC component.

Should you have any questions, please contact me at (951) 288-6343.

Sincerely,

Miguel Flores  
Project Manager  
Transmission Project Management

By: \_\_\_\_\_  
Signature - [Applicant]

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

Troy Helling

Print Name

Title: Executive Director

Street Address  
City, State, Zip  
Phone Number  
Email Address



Miguel Flores  
Project Manager  
Transmission Project  
Management

cc: Jun Dela Flor  
Project File

Joe Zavala

Amanda Gazard

Street Address  
City, State, Zip  
Phone Number  
Email Address