THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
22-791

SAP Number

SAN BERNARDINO COUNTY

ORIGINAL

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	**City of Los Angeles – Department of Water and Power**
Contractor Representative	
Telephone Number	
Contract Term	5 years or upon easement recordation, whichever comes first
Original Contract Amount	$5,000
Amendment Amount	N/A
Total Contract Amount	$5,000
Cost Center	N/A
GRC/PROJ/JOB No.	7800 3998
Internal Order No.	

Briefly describe the general nature of the contract: The Department of Public Works - Special Districts (Special Districts) requires easements from the Los Angeles Department of Water and Power (LADWP) fronting Haven Avenue to allow for the widening and repaving of the road, as well as upgrading the drainage improvements. During negotiations, it became apparent that LADWP's approval process for San Bernardino County (County) to acquire the easement interests via negotiated purchase will exceed the timeline for completion of the project. This license agreement is to assist with the construction timeline while the permanent easements are being processed. This license will allow the County's entry onto approximately 23,670 square feet of LADWP-owned land during the easement process for a period of up to five years for the construction of the roadway and drainage improvements.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Please See Signature Page.	►	►
Mitchell Norton, Deputy County Counsel		Brandon Ocasio, Real Property Manager, RESD
Date	Date	Date

FILE NO.: P-84990
AGREEMENT TYPE: LICENSE

LICENSE AGREEMENT FROM THE CITY OF LOS ANGELESACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER

TO

SAN BERNARDINO COUNTY

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License Agreement

The CITY OF LOS ANGELES (City), a municipal corporation and entity, acting by and through its DEPARTMENT OF WATER AND POWER (LADWP) and SAN BERNARDINO COUNTY. (Licensee), whose address is 157 W. 5TH Street. 2nd Floor, hereby enter into this License Agreement to grant Licensee the non-exclusive right to construct and maintain a street and storm drain over certain real property (the "Project"), which is owned by the City of Los Angeles, and under the control and jurisdiction of LADWP, within and along a portion of LADWP's Victorville – Century Line Transmission Line Right-of-Way No. 25B, Rancho Cucamonga, San Bernardino County, California, as shown on the drawing marked Exhibit A (the "Licensed Area"), attached hereto and made a part hereof.

ARTICLE 1- TERMS AND CONDITIONS

The grant of the License Agreement is given upon and subject to the following terms and conditions:

100. **Licensed Area**

The Licensed Area is as shown on the drawing marked Exhibit A, which is attached hereto and made a part hereof. The gross Licensed Area, coinciding with the area of Licensee's proposed easement as referenced in Section 308.1 below, consists of an area for road right-of-way defined as a strip of land that is 22 feet on each side (44 feet total) of the centerline of Haven Avenue along the portion of that road passing through Assessor Parcel Numbers 0201-043-35 and 0201-281-14, consisting of approximately 22,211 square feet, plus an area for drainage totaling 1,460 square feet. LADWP finds that: (1) the Licensed Area is not presently needed for LADWP purposes; and (2) the grant of the License Agreement will not interfere with LADWP purposes.

101. **Permitted Use**

The Licensed Area shall be used for the following purposes and in accordance with the development drawing marked Exhibit B which is attached hereto and made a part hereof: construction and maintenance of said street and storm drainage as depicted on the drawings attached hereto as Exhibit B Development Drawings.

102. **LADWP Superior Rights and Acknowledgements**

The right and permission of Licensee is subordinate to the prior and paramount right of LADWP to use said real property for the public purposes to which it now is and may, at the option of LADWP, be devoted. Licensee undertakes and agrees to use said Licensed Area and to exercise this License Agreement jointly with LADWP, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of the Licensed Area by LADWP. The right and permission given herein shall not imply or confer any greater right or permission than LADWP has

or can hereby lawfully give. LADWP makes no representation or warranty that the Licensed Area is suitable for the proposed use or can be used for Licensee's intended purposes.

102.1 Acknowledgement of Title

Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and LADWP in the Licensed Area, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Licensed Area shall be referable solely to the permission herein given.

102.2 License Only

Licensee hereby acknowledges that this License Agreement is a license only and does not constitute a lease, invitation and/or obligation to lease, or any present or future interest in real property.

102.3 Acknowledgement of Existing Easements and Licenses.

The License Agreement is subject to any and all easements and licenses currently encumbering the Licensed Area. Any and all approvals required by any existing easement and license holders which encumber the Licensed Area shall be obtained by Licensee. LADWP is under no obligation to obtain the cooperation of the existing easement and license holders.

103. Term

103.1 Term and Commencement

Notwithstanding, and subject to, the provisions of Section 106 below, the term of this License Agreement shall commence upon Board of Water and Power Commissioners' approval and by City Council as needed or approval by Board of Water and Power Commissioners' authorized designee and terminate the earlier of: i) the recording of an easement as contemplated in Section 308 below, or ii) 5 years after the commencement date.

104. License Fee

104.1 License Fee

Licensee agrees to pay to LADWP the following sum, upon execution of this License Agreement: $5,000.00.

104.2 Payment Address

Payment shall reference LADWP File P- 84990, and sent to the following address:

City of Los Angeles, Department of Water and Power
Attn: Billings and Projects Accounting
111 North Hope St, Room 445
Los Angeles, CA. 90012

104.3 Conditions of Prorated License Fee

Upon expiration or termination of this License Agreement, License fees shall be prorated from the date said Licensed Area is restored in a clean and orderly condition as determined by LADWP in accordance with Section 110 of this License Agreement.

105. Other Fees

105.1 Intentionally left blank.

105.2 Intentionally left blank.

106. Deposits

106.1 Security Deposit

Licensee shall post a security deposit in the amount of $0 to assure compliance with the terms and conditions of the License Agreement. Security deposit shall be in the form of a cashier's check or a letter of credit. No interest shall accrue on this deposit in favor of Licensee.

106.2 Restoration Deposit

Licensee shall post a restoration deposit in the amount of $0 to assure restoration of the Licensed Area when Licensee vacates the Licensed Area. Restoration deposit shall be in the form of a cashier's check, letter of credit or a License Agreement bond. No interest shall accrue on this deposit in favor of Licensee.

107. Holdover

In the event Licensee remains in possession of all or any part of the Licensed Area after the expiration or other termination of this License Agreement, whether with the apparent consent of LADWP or without the consent of LADWP, such occupancy shall be considered to be on "holdover" for month to month occupancy only, and not a renewal of this License Agreement nor an extension for any further term, and license fees and other monetary sums due hereunder shall be payable in the amount of One

Hundred Twenty Five percent (125%) of the license fee payable for the last month of the five (5) year term and shall increase by Five percent (5 %) annually thereafter. Such month-to-month occupancy shall be subject to every other provision contained herein and such occupancy shall continue unless terminated by LADWP or Licensee giving the other at least thirty (30) calendar days prior written notice of the intention to terminate this License Agreement. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of LADWP hereunder or as otherwise provided by law, and in no way shall such provision affect any right which LADWP may have to recover damages from Licensee for loss or liability incurred by LADWP resulting from such failure or refusal of Licensee to surrender the Licensed Area. Nothing contained in this Section shall be construed as consent by LADWP to any holding over by Licensee and LADWP expressly reserves the right to require Licensee to surrender possession of the Licensed Area to LADWP as provided in this License Agreement upon the expiration or other termination of this License Agreement. In all other respects, the occupancy shall be governed by the provisions of this License Agreement.

108. **Notices**

All notices from one party to the other given pursuant to the terms of this License Agreement under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, overnight, postage prepaid, or by traceable courier service and addressed to Licensee or LADWP at the addresses respectively specified below or to such other place as Licensee or LADWP may from time to time designate in a written notice to the other; or, in the case of Licensee, delivered to Licensee at the Licensed Area or at any place where Licensee or any agent or employee of Licensee may be found. Licensee hereby agrees that service of notice in accordance with the terms of this License Agreement shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this License Agreement.

108.1 Notice Address.

Notice to LADWP:

Los Angeles Department of Water and Power
Attention: Director of Real Estate
Real Estate Services (LADWP File No: P-84990)
221 N. Figueroa Street, Suite 1600
Los Angeles, CA 90012
(213)367-0564

Notice to Licensee:

San Bernardino County
Attention: Brandon Ocasio – Manager
Acquisitions and Right-of-Way
Real Estate Services
385 N. Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415
(909) 659-4676

108.2 Notice of Mailing Address Changes.

Licensee shall notify LADWP of any changes in Licensee's mailing address and daytime telephone number within ten (10) calendar days of changes.

109. Termination

Regardless of the manner or duration of use or occupancy of said Licensed Area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License Agreement, or a portion thereof, may be terminated at any time without cause for any reason or no reason at all at the option of LADWP by giving thirty (30) calendar days' written notice of termination.

This License Agreement may be revoked and terminated by LADWP in the event of any failure or refusal on the part of Licensee to comply or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee, in accordance with Section 108. Failure by LADWP to revoke this License Agreement for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

110. Restoration Requirements

110.1 Condition of Property at the Time of Surrender.

Upon expiration or termination of this License Agreement, Licensee shall surrender the Licensed Area in a neat and clean condition. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to termination of this License Agreement. Restoration of the Licensed Area shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by LADWP. Licensee shall call LADWP's Real Estate Services at (213) 367-0564 to arrange a site inspection of Licensee's improvements on the Licensed Area in order to

determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of LADWP. This obligation shall survive the expiration or termination of this License Agreement.

110.2 Satisfactory Restoration Requirements.

Upon revocation or early termination of this License Agreement pursuant to Section 109 above, LADWP will conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee. If upon inspection LADWP determines that restoration has been completed, LADWP will notify Licensee in writing. If LADWP determines that restoration has not been completed upon expiration or termination of this License Agreement, then LADWP shall provide notice of the same to Licensee, within 72 hours of expiration or termination, and Licensee shall have 30 days to restore the License Area to its original condition. If LADWP determines after the 30-day period described in the last sentence, that Licensee has not satisfactorily restored the License Area, then LADWP may restore said Licensed Area entirely at the risk and expense of Licensee.

111. Licensee's Responsibility

111.1 Material Costs, Labor Fees and Liens.

Licensee shall pay for all materials placed upon, joined, or affixed to said Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Licensed Area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Licensed Area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide LADWP notice in writing of any liens levied against the Licensed Area. Licensee shall have fifteen (15) calendar days to cause the removal of any such liens and if such liens are not removed, LADWP may pay any amount owed and cause their removal. LADWP shall bill Licensee for the amount paid out by LADWP in removing such liens. Licensee shall have fifteen (15) calendar days to repay the funds expended by LADWP necessary to remove such lien. Failure to comply with the requirements of this Section shall be considered a default and LADWP shall have the right but not the obligation to terminate this License Agreement. The exercise by LADWP of its right to terminate under this Section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by LADWP.

111.2 Reasonable Precautions.

Licensee is hereby notified that facilities of LADWP and other licensees of LADWP may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. LADWP and any of its licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements.

111.3 Personnel Training.

Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.

111.4 Environmental Clean Up Cost and Expenses.

During and upon the expiration or termination of this License Agreement for whatever reason, Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of the use of the Licensed Area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C. §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 U.S.C. §§1251 et seq.]; the Toxic Substances Control Act [15 U.S.C. §§2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C. §§5101 et seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C. §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C. §§9601 et seq.]; the Clean Air Act [42 U.S.C. §§7401 et seq.]; the Safe Drinking Water Act [42 U.S.C. §§300f et seq.]; the Solid Waste Disposal Act [42 U.S.C. §§6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C. §§1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C. §§11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C. §§651 et seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et seq.]; the Carpenter-Presley-Tanner Hazardous Substances Account Act [H&SC §§25300 et seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC

§§25249.5 et seq.]; and the Porter-Cologne Water Quality Control Act [Wat.C. §§13000 et seq.] together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Licensed Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.

111.5 Signage.

Licensee shall not allow any signs, placards, or advertising matter (other than the usual and ordinary business signs of Licensee) to be placed or maintained on, or attached to, said Licensed Area or any part thereof, without the written consent of LADWP; and such business signs shall be placed, maintained, and attached in such a manner as LADWP shall prescribe and shall comply with all government codes or restrictions.

111.6 Changes or Additions to Equipment or Improvements to Licensed Area

Licensee shall not place any equipment or improvements within the Licensed Area except for those approved in writing by LADWP and depicted in Exhibit B, Development Drawing, of this License Agreement. Licensee shall submit detailed drawings and obtain the prior written approval of LADWP for changes or additions to said equipment or improvements prior to the construction of such changes or additions. "As Built" drawings showing all of the changes and additions shall be submitted to LADWP's Real Estate Services within sixty (60) days of completion. LADWP shall sign and date the drawings, which will then become a part of this License Agreement. Unapproved equipment or improvements found on the Licensed Area will be considered a breach of this License Agreement and subject to corrective actions.

ARTICLE 2- STANDARD PROVISIONS

200. Assignment and Sublicensing

Licensee shall not assign, sublicense, or permit the use of the Licensed Area , or improvements installed therein, to any entity (ies) or persons other than Licensee and its employees, or otherwise transfer (voluntarily, involuntarily, or by operation of law) all or any part of its interest in this License Agreement, the Licensed Area, or the improvements installed therein, without the prior written consent of LADWP's Director of Real Estate, which may be withheld, conditioned, or delayed at its sole discretion and may result in the immediate termination of the License Agreement. Acceptance of License Fees and/or Insurance Certificates will not constitute a waiver of the required consent of any Assignment.

Licensee shall notify LADWP of any event that materially changes the status of one, any, or all, of Licensee's constituent parts (San Bernardino County) including, but not limited to, bankruptcy or default, within ten (10) calendar days of said change..

201. Indemnification

201.1. Indemnification Conditions

(a) Licensee has inspected the licensed premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, Licensor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the LADWP Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons who enter onto the licensed premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this License ; 2) the licensed premises; 3) the acts or omissions of Licensee or its officers, employees, contractors, agents, or invitees; or 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the

presence upon or performance of activities by Licensee or its officers, agents, employees , contractors or sub-licensees with respect to any area/property covered under this agreement, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of Licensor. This indemnity shall apply whether occurring during the term of this License and any time thereafter, and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this License.

201.2. Intentionally left blank.

201.3. Intentionally left blank.

202. Insurance Requirements

Licensee shall procure at its own expense, and keep in effect at all times during the term of this License Agreement, the types and amounts of insurance specified on the attached Exhibit C "Contract Insurance Requirements" page.

202.1 Additional Insured Status Required

The insurance shall also by scheduled endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners, and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Licensee's acts, errors, or omissions in its performance of this License Agreement, hereunder or other related functions performed by or on behalf of Licensee. Such insurance shall not limit or qualify the liabilities and obligations of Licensee assumed under this License Agreement.

202.2 Separation of Insured's Interest and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this License Agreement with LADWP.

202.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of or results from the acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by LADWP which

may be applicable shall be deemed to be excess insurance and Licensee's insurance is primary for all purposes despite any conflicting provision in Licensee's policies to the contrary.

202.4 Proof of Insurance for Renewal or Extension Required

Licensee shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Insurance Requirements page showing that the insurance coverage has been renewed or extended and shall be filed with LADWP.

202.5 Submissions of Acceptable Proof of Insurance and Notice of Cancellation

Licensee shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements using either an Acord certificate of insurance along with any required scheduled endorsements, or using LADWP's own endorsement form(s) or using other written evidence of insurance (i.e. self-insurance) in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with LADWP prior to Licensee or its contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for the Department of Water and Power was attached to a specific policy, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice by first class mail or electronic mail to LADWP's Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

The Risk Management Section,
Los Angeles Department of Water and Power,
Post Office Box 51111, JFB Room 465,
Los Angeles, California 90051-0100.
Email: Riskmanagement.Risky@ladwp.com

202.6 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, Licensee, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract and with the same limits, terms and conditions of the expiring policy.

202.7 Failure to Maintain and Provide Proof as Cause for Termination

After prior notices have been provided, any failure by Licensee to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend this License Agreement.

202.8 Sub-Contractor Compliance

Licensee shall be responsible for all sub-contractors' and contractors' compliance with the insurance requirements with limits applicable to the scope of work/services being performed.

202.9 Specific Requirements

See Exhibit C, "Contract Insurance Requirements," attached hereto and made a part hereof.
Licensee represents that it is an authorized self-insured public entity for purposes of General Liability, Automobile Liability and Workers' Compensation; and warrants that through their respective program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

203. Possessory Interest

Licensee, by executing this License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided. For information about a specific Possessory Interest assessment, please contact the County Assessor's Office.

204. No Relocation

Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon the expiration or termination of this License Agreement.

205. Prevailing Wages

205.1 California Labor Code

To the extent applicable Licensee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City

public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.

205.2 Davis-Bacon Act

If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Licensee shall comply with or cause its general contractor and all sub-contractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.

205.3 Pre-Construction Orientation

Prior to the commencement of construction, and as soon as practicable in accordance with the applicable schedule, Licensee shall contact the City to schedule a pre-construction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, pre-construction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.

205.4 Licensee Enforcement of Applicable Laws

Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and sub-contractors, including withholding payments to those contractors or sub-contractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or sub-contractor, Licensee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Licensee was the actual employer, and LADWP, the City or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or sub-contractor as permitted by law, and/or may declare Licensee in default of this License Agreement and thereafter pursue any of the remedies available under this License Agreement.

205.5 Inclusion of Provisions in All Bid Specifications

Licensee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this License Agreement.

205.6 Labor Code Compliance Indemnity

Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to LADWP) the City and LADWP against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and sub-contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Licensed Area.

206. Los Angeles City Charter Requirements and Los Angeles City Ordinance-Related Provisions

The Parties acknowledge that Licensee is a public agency and a political subdivision of the State of California, and as such, certain provisions in this Section 206 may not be applicable. To the extent they apply, Licensee agrees to comply with them.

206.1 Ordinances, Statutes, Permits, and Regulations

All work completed, pursuant to the terms of this License Agreement, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

206.2 No Discrimination.

Licensee agrees and obligates itself in performing this License Agreement not to discriminate against any employee or applicant for employment because of his/her race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

206.3 Affirmative Action Program

Licensee agrees to comply with Section 10.8.4 of Los Angeles Administrative Code ("Affirmative Action Program"). By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Code, the failure of Licensee to comply with the Affirmative Action Program may be deemed a material breach of this License Agreement.

206.4 Child Support Assignment Orders.

This License Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of this License Agreement subjecting this License Agreement to termination where such failure shall continue for more than ninety (90) days after such notice of such failure to Licensee by LADWP or City.

206.5 Equal Benefits Provisions

This License Agreement is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1(c) and 10.8.2.1(f) of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Benefits Provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Benefits Provisions of this License Agreement, this License Agreement may be forthwith terminated.

206.6 Equal Employment Practices

This License Agreement is a contract with or on behalf of the City of Los Angeles for which the consideration is $1,000.00 or more. Accordingly, during the performance of this License Agreement, Licensee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3(E) and 10.8.3(F) of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License Agreement, this License Agreement may be forthwith terminated.

206.7 Slavery Disclosure Ordinance.

This License Agreement is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et seq., of the Los Angeles

Administrative Code). Unless otherwise exempt in accordance with the provision of this ordinance, Licensee certifies that it has complied with the applicable provisions of the ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and otherwise pursue legal remedies that may be available to LADWP if LADWP determines that Licensee failed to fully and accurately complete the SDO affidavit or otherwise violated any provisions of the SDO.

206.8 Limitations on Campaign Contributions and Fundraising.

Licensee, sub-contractor, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c) (12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if this License Agreement is valued at $100,000 or more and requires approval of a City elected official. Additionally, Licensee is required to provide and update certain information to the City as specified by law. Any Licensee subject to Charter Section 470(c) (12), shall include the following notice in any contract with a sub-contractor expected to pay at least $100,000 in consideration under this License Agreement:

206.8.1 Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

Pursuant to City Charter Section 470(c) (12), Licensee, its principals and sub-contractors are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after this License Agreement is signed. Licensee is required to provide to LADWP the names, addresses and contact information of its principals and sub-contractors, and shall update that information if it changes during the twelve (12) month time period. Licensee's principals and dub-contractor's information included must be provided to LADWP within five (5) business days. Failure to comply may result in termination of this License Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at http://ethics.lacity.org or by calling (213) 978-1960.

206.8.2 Licensee Compliance with Requirements.

Licensee, sub-contractors, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this License Agreement and pursue any and all legal remedies that may be available.

206.9 Tax Registration Certificate.

This Section is applicable where Licensee engaged in business within the City of Los Angeles and Licensee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [Section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [Section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this License Agreement or the effective date of any extension of the term or renewal of this License Agreement, Licensee shall provide to LADWP proof satisfactory to LADWP's Director of Real Estate that Licensee has the required TRCs and that Licensee is not then currently delinquent in any tax payment required under the Tax Ordinances. LADWP may terminate this License Agreement if LADWP determines that Licensee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this License Agreement. LADWP may also terminate this License Agreement at any time during the term of this License Agreement if Licensee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the thirty (30) day period.

206.10 Business Tax Registration Certificates.

Licensee shall obtain and keep in full force and effect during the term of this License Agreement all Business Tax Registration Certificates (BTRC) required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 of the Los Angeles Municipal Code. For additional information regarding applicability of the City Business Tax Registration, visit the Office of Finance website at https://finance.lacity.org/.

206.11 Service Contract Worker Retention Ordinance.

This License Agreement is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq., of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of $25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or

subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and otherwise pursue legal remedies that may be available if LADWP determines that the subject contractor violated the provisions of the SCWRO.

206.12 Living Wage Ordinance

This License Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO); Section 10.37 et seq. of the Los Angeles Administrative Code, as amended. The LWO requires that, unless specific exemptions apply, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involves an expenditure or receipt in excess of $25,000 and a contract term of at least three (3) months; Licensee or certain recipients of City financial assistance, generally, shall provide the following:

206.12.1 Minimum Initial Wage.

Payment of a minimum initial wage rate to employees as defined in the LWO.

206.12.2 Sick Leave, Vacation or Personal Necessity.

Provision of compensated days off annually for sick leave, vacation or personal necessity at the employee's request, and additional days annually of uncompensated time off for sick leave as prescribed in the LWO.

206.13 Los Angeles Administrative Code.

Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Licensee or financial assistance recipient violated the provisions of the referenced Code Sections. For additional information, please contact the Office of the City Administrative Officer at (213) 473-7500.

206.14 Contractor Responsibility Ordinance of the Los Angeles Administrative Code.

This License Agreement is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq., of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they

may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), Licensee or lessees or licensees of LADWP property who render services on the Licensed Area are covered by the CRO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by LADWP or its employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of LADWP has determined in writing that coverage would further the proprietary interests of LADWP. Licensee or lessees or licensees of LADWP property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist LADWP in determination that the licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All Licensees of LADWP property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

206.14.1 Compliance with Federal State, and Local Laws and Regulations.

Licensee shall comply with all applicable federal state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

206.14.2 Notification of Investigation by Governmental Agency.

Licensee shall notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the licensee did not comply with Subsection (1) above in the performance of the license;

206.14.3 Notification of Violation of Federal State, and Local Laws and Regulations

Licensee shall notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated Subsection 206.14.1 above in the performance of the License Agreement;

206.14.4 Pledge of Compliance

Licensee shall ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the Licensed Area submit a POC to the awarding authority signed under penalty of perjury; and ensure that subcontractors working on the Licensed Area abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Subsection (206.14.1) above in the performance of the License Agreement.

206.14.5 Compliance with Contractor Responsibility Ordinance

Licensee shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Licensee may not use any subcontractor that has been determined or found to be a non-responsible contractor by LADWP. The listing of non-responsible contractors may be obtained from the City's Bureau of Contract Administration. Subject to approval by the awarding authority, Licensee may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this License Agreement. Licensee shall submit to LADWP a Pledge of Compliance for each subcontractor listed by Licensee in its Questionnaire, as performing work on this License Agreement within thirty (30) calendar days of execution of this License Agreement, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Licensee on this License Agreement shall constitute a declaration under penalty of perjury that Licensee shall comply with the POC.

207. Other Governmental Requirements

207.1 Compliance with Environmental Requirements

At Licensee's expense, Licensee shall be responsible for obtaining all required permits and environmental reviews required by federal, state, local, and municipal laws, rules, orders, regulations, statues, ordinances, codes, decrees, or requirements of any government regulating authority.

Detailed drawings of the proposed development or redevelopment, if applicable, must be submitted to LADWP's Wastewater Quality and Compliance Group for review and approval within ninety (90) calendar days prior to the start of construction.

Plans to be submitted as follows:

Los Angeles Department of Water and Power
Attention: Wastewater Quality and Compliance Group
(LADWP File No: P-84990)
221 N. Figueroa Street, Suite 1600
Los Angeles, CA 90012

207.2 Utility Services Fees

Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.

207.3 Zoning Demands and Variances

Licensee shall not use LADWP's property to satisfy any zoning demands, zoning variances, open space or parking requirements, and any other governmentally imposed conditions for building plans and permits.

208. **Estoppel Certificate**

Licensee hereby acknowledges and agrees that LADWP shall at no time during the term of this License Agreement be responsible for or be required to provide an Estoppel Certificate of any kind for any reason. LADWP does not make any representation or any rights other than those expressly granted herein.

209. **Miscellaneous**

209.1 Los Angeles Municipal Code Section 121.

During the term of this License Agreement, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the Licensed Area.

209.2 License Agreement Will Not Be Recorded.

Licensee agrees that this License Agreement will not be recorded.

209.3 Counterparts

This License Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

209.4 No Third-Party Beneficiary.

The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this License or of any duty, covenant, obligation, or undertaking established under this License.

209.5 License Governed by the State of California Law.

This License Agreement shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.

209.6 No Waiver

Any waiver at any time by either party of its rights with respect to a default under this License Agreement, or with respect to any other matter arising in connection with this License Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable contractual and statutory periods of limitation shall apply.

Article 3 – POWER SYSTEMS

300. **Maintenance**

300.1 Maintenance and Repair

Licensee shall be responsible for the maintenance of Licensee's project area and shall keep the area in a neat and clean condition within the LADWP Transmission Line Rights-of-Way (TLRW). Licensee will assume responsibility for the maintenance of the project improvements, and for all the risks and liabilities associated with the construction and installation of Licensee's facilities. LADWP will not be liable for any damage to the facilities during LADWP's operation and maintenance activities. Licensee must obtain any required permits and environmental clearances required for such maintenance and repair.

Licensee shall be responsible for all maintenance of the proposed public roads and drainage facilities.

301. **Transmission Line Right-of-Way**

301.1 High-Voltage Electric Lines

The LADWP TLRW contains high-voltage electric lines; therefore, Licensee shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances, and statutes, including the following: California Code of Regulations, Title 8, Industrial Relations Chapter 4, Division of Industrial Safety, Subchapter 5. Electrical Safety Orders, California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.

301.2 Equipment Under LADWP TLRW

No equipment shall be allowed to setup directly below the LADWP TLRW, without the written approval of LADWP and in accordance with Exhibit D, Standard Conditions for Construction.

301.3 Transmission Tower Restrictions

Licensee, its employees, agents, and contractors shall not at any time, physically access, climb upon, build or attach on, or in any way modify LADWP's transmission tower.

301.4 Damage to Transmission Lines

In the event of damage to any transmission line tower, line or other facility, LADWP must be notified immediately. LADWP personnel will conduct an assessment and appropriate measures to find out the extent of the damage. Licensee agrees to reimburse LADWP for the cost to repair the facilities. Five Thousand Dollars ($5,000) is the minimum charge for a minor damage occurrence on a transmission line tower. The overall cost for each incident includes expenses for Real Estate, Transmission Construction and Maintenance, Transmission Engineering, Right-of-Way Engineering, Structural Engineering, LADWP Shops, equipment usage, customized materials, and procurement processing, and typically exceeds the minimum charge. LADWP reserves the right to increase the minimum charge, depending on the extent of tower damage.

301.5 Equipment Under LADWP TLRW

No equipment over fourteen (14) feet high shall be used under the LADWP TLRW without the written permission of LADWP. Licensee shall provide LADWP's Transmission Construction and Business Group a list of all equipment to be used for construction operations at least fourteen (14) calendar days prior to before the start of construction. Contact LADWP's Transmission Construction and Business Group at (818) 771-5014 or (818) 771-5076.

302. Operations

302.1 Hazardous Activity

If LADWP determines at any time that Licensee's activities are hazardous or detrimental to LADWP's transmission line right-of-way, LADWP shall have the right to immediately terminate said activities, and, if necessary, to terminate the License Agreement.

302.2 Acknowledgement

Licensee shall acknowledge that the LADWP TLRW are integral components of the transmission line system, which provides electric power to the City of Los Angeles and other local communities. Their use is under the jurisdiction of the North American Electric Reliability Corporation (NERC), an organization of the Federal Energy Regulatory Commission (FERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The TLRW serves as a platform for access, construction, facility expansion and emergency operations. Therefore, the proposed use may, from time to time, be subject to temporary disruption caused by such operations.

303. Construction

303.1 Required Permits

At Licensee's expense, Licensee shall be responsible for obtaining all required permits (e.g. conditional use permits, environmental permits or other entitlement), environmental clearances and environmental review necessary to develop and use this Licensed Area.

303.2 Improvements Without Consent

No structures, improvements or construction activities of any kind whatsoever will be allowed within the LADWP TLRW without prior written approval of LADWP.

303.3 Improvements and Construction

No improvements or construction activities of any kind whatsoever will be allowed within the LADWP TLRW, except as marked on the final plans (Exhibit B), stamped "Reviewed and Accepted by Power System Right-of-Way Engineering on June 1, 2021", or as authorized in the field by LADWP Power System personnel in writing.

303.4 Ground Elevations

All ground elevations are to remain unchanged from existing conditions after construction associated with Licensee's proposed project is completed. Cut and fill slopes inside the LADWP TLRW steeper than two (2) horizontal to one (1) vertical require retaining structures or geotechnical report approval. Note: Grading activity resulting in a vertical clearance between the ground and the transmission line conductor elevation less than thirty-five (35) feet or as noted in the State of California, PUC, General Order 95 within LADWP TLRW is unacceptable. Ground cover for all below ground utilities shall not be less than four (4) feet.

303.5 Grounding Equipment and Structures

All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the LADWP TLRW shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside LADWP TLRW. For safety of personnel and equipment, all equipment and structures shall be grounded in

accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric Code, Article 250.

303.6 Qualified Electrical Workers

California Code of Regulations, Title 8, Section 2700 defines "qualified electrical workers" as "a qualified person who by reason of a minimum of two (2) years of training and experience with high-voltage circuits and equipment and who has demonstrated by performance familiarity with the work to be performed and the hazards involved." At all times during installation and/or maintenance of any improvement authorized within the LADWP TLRW, Licensee shall have at least one (1) qualified electrical worker on site to observe and ensure the said work complies with California Occupational Safety and Health Administration (OSHA) safety protocols.

303.7 Grading or Excavation

No grading, vegetation removal, or excavation shall be conducted within the LADWP TLRW without prior written approval of LADWP in accordance with Exhibit D, Standard Conditions and Construction. Any approved work must be done in such a manner that fugitive dust generation is minimized and storm water runoff or run on does not cause pollutants to enter or runoff LADWP property. These types of activities will need to be reviewed by LADWP 's Wastewater Group prior to the start of any site work.

If any excavations are required, Licensee agrees to notify all relevant utility agencies within the proposed Project area Licensee shall be responsible for coordinating any necessary relocation of utilities within the project boundaries. Before commencing any excavations, Underground Service Alert (a.k.a. DigAlert) shall be notified.

303.8 Grading, Paving, or Construction Work

Licensee shall notify LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, at least fourteen (14) days prior to the start of any grading, paving, or construction work within the LADWP TLRW. Any approved work must be done in such a manner that storm water runoff or run on does not cause pollutants to enter or runoff LADWP property. These types of activities will need to be reviewed by LADWP 's Wastewater Group prior to the start of any site work.

304. Standard Conditions for Construction

The Standard Conditions for Construction, as shown on Exhibit D, attached hereto and made a part hereof, are incorporated as terms of this License Agreement and unless

otherwise specified herein, Licensee shall comply with the Standard Conditions for Construction

305. **Electric and Magnetic Fields**

305.1 Acknowledgement of Information Package.

Licensee hereby acknowledges receipt of an information package consisting of:

305.2 Understanding EMF – Electric Magnetic Fields.

Exhibit E, attached hereto and made a part hereof.

305.3 Additional Information.

Additional Information pertaining to EMF can be obtained via the Internet at: http://www.ladwp.com/emf.

305.4 Distribution of Information.

Licensee undertakes and agrees to distribute all the information in said package to all personnel working under Licensee's direction and control.

306. **Access**

306.1 Access Design Road Criteria

When grading activity affects the LADWP TLRW access roads, Licensee shall replace the affected access roads using LADWP's Access Road Design Criteria shown on Exhibit F, attached hereto and made a part hereof. Should LADWP patrol roads require relocation, all expenses shall be borne by Licensee.

306.2 Emergency Access

LADWP may access the facilities at any time without prior notice for emergency, routine maintenance, and site inspection purposes, and upon 30 days' notice for capital projects and construction purposes. Rent will not be abated for disruption of business or loss of use due to routine maintenance functions. LADWP shall not be liable for any damage to the irrigation system plants, trees, containers, and/or other facilities placed on the transmission line rights-of-way due to LADWP's operation and maintenance, whether routine or emergency. A suitable access to the transmission line rights-of-way through LADWP approved gates with the ability to have multiple interlocking bail-type padlocks must be provided to permit entrance of LADWP vehicles. Licensee shall contact the Transmission, Construction and Maintenance Group at (818)

771-5076 or (818) 771-5014 to coordinate the installation of an LADWP padlock on the gates. Licensee shall not block access to any LADWP facilities so as to prevent access by LADWP.

306.3 Patrol Road

A permanent, unobstructed, 20-foot patrol road, accessible at all times by LADWP maintenance personnel, shall be provided and maintained. A wider patrol road width will be required on curved segments. The patrol road must remain open and unobstructed, excluded from any watering, and kept as dry as possible at all times. The patrol road shall be located in the center of the transmission line right-of-way unless specified elsewhere by the Agreement.

306.4 Occasional Water Spotting

Vehicles parked within the transmission line rights-of-way may be subject to water spotting from occasional transmission line insulator washing operations. Licensee is responsible for notifying vehicle owners in the vicinity.

307. **Required Maintenance, By Licensee, of the Licensed Area, Landscaping, Parkways, Between Fences, and Public Street**

Exhibit G, attached hereto and made a part hereof

308. **Other Requirements**

308.1 LADWP Project Support

LADWP staff supports Licensee's Project on LADWP Transmission Line Property located at the License Area, subject to the approval from Board of Water and Power's Commissioners and the City of Los Angeles Council. Licensee has requested permanent easement interests in the License Area and the parties acknowledge that this License Agreement is intended to serve as an interim solution while the easement interests are negotiated. The parties agree that upon execution of this License Agreement, they will use good faith efforts to negotiate a permanent easement that will replace this License Agreement and present, the proposed easement to LADWP's Board and Commissioners and the Los Angeles City Council for approval or disapproval in their sole unfettered discretion.

ARTICLE 4 – WATER SYSTEMS

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Dated 12/13/2022

APPROVED:

BRIAN J. WILBUR
Interim Senior Assistant General Manager
Power System Engineering, Planning,
and Technical Services

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

Martin L. Adams
General Manager and Chief Engineer

By

ADRIANA RUBALCAVA
Director of Real Estate

LADWP

Approved as to Conditions
Provided by
Power System Right of Way Engineering

Right of Way Engineer
Power System

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 31 2022

BY

TIMOTHY J. CHUNG
ASSISTANT CITY ATTORNEY

LADWP File No.: P-84990
REV. 12/2021

SAN BERNARDINO COUNTY

By: _____
Curt Hagman, Chairman
Board of Supervisors

Date: SEP 13 2022

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: SEP 13 2022

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

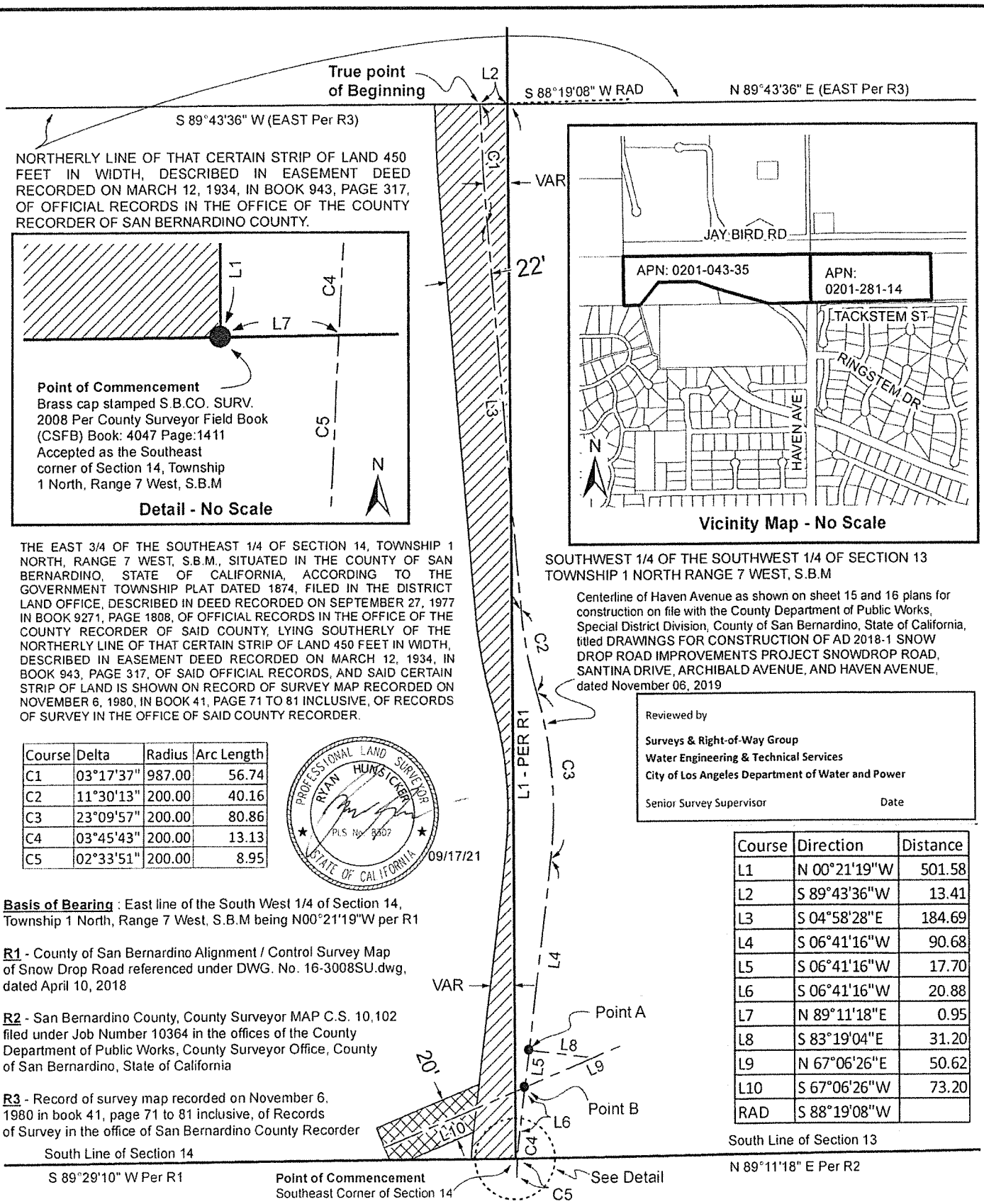
By: _____
Mitchell L. Norton,
Deputy County Counsel

Date: 1/13/2023

Licensee

EXHIBIT A

Licensed Area
(Premises Map)



THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.B.M., SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE GOVERNMENT TOWNSHIP PLAT DATED 1874, FILED IN THE DISTRICT LAND OFFICE, DESCRIBED IN DEED RECORDED ON SEPTEMBER 27, 1977 IN BOOK 9271, PAGE 1808, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND 450 FEET IN WIDTH, DESCRIBED IN EASEMENT DEED RECORDED ON MARCH 12, 1934, IN BOOK 943, PAGE 317, OF SAID OFFICIAL RECORDS, AND SAID CERTAIN STRIP OF LAND IS SHOWN ON RECORD OF SURVEY MAP RECORDED ON NOVEMBER 6, 1980, IN BOOK 41, PAGE 71 TO 81 INCLUSIVE, OF RECORDS OF SURVEY IN THE OFFICE OF SAID COUNTY RECORDER.

SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 TOWNSHIP 1 NORTH RANGE 7 WEST, S.B.M

Centerline of Haven Avenue as shown on sheet 15 and 16 plans for construction on file with the County Department of Public Works, Special District Division, County of San Bernardino, State of California, titled DRAWINGS FOR CONSTRUCTION OF AD 2018-1 SNOW DROP ROAD IMPROVEMENTS PROJECT SNOWDROP ROAD, SANTINA DRIVE, ARCHIBALD AVENUE, AND HAVEN AVENUE, dated November 06, 2019

Reviewed by

Surveys & Right-of-Way Group
Water Engineering & Technical Services
City of Los Angeles Department of Water and Power

Senior Survey Supervisor Date

Course	Delta	Radius	Arc Length
C1	03°17'37"	987.00	56.74
C2	11°30'13"	200.00	40.16
C3	23°09'57"	200.00	80.86
C4	03°45'43"	200.00	13.13
C5	02°33'51"	200.00	8.95

PROFESSIONAL LAND SURVEYOR RYAN HUNSICKER PLS No. 8307 STATE OF CALIFORNIA 09/17/21

Course	Direction	Distance
L1	N 00°21'19"W	501.58
L2	S 89°43'36"W	13.41
L3	S 04°58'28"E	184.69
L4	S 06°41'16"W	90.68
L5	S 06°41'16"W	17.70
L6	S 06°41'16"W	20.88
L7	N 89°11'18"E	0.95
L8	S 83°19'04"E	31.20
L9	N 67°06'26"E	50.62
L10	S 67°06'26"W	73.20
RAD	S 88°19'08"W	

Basis of Bearing : East line of the South West 1/4 of Section 14, Township 1 North, Range 7 West, S.B.M being N00°21'19"W per R1

R1 - County of San Bernardino Alignment / Control Survey Map of Snow Drop Road referenced under DWG. No. 16-3008SU.dwg, dated April 10, 2018

R2 - San Bernardino County, County Surveyor MAP C.S. 10,102 filed under Job Number 10364 in the offices of the County Department of Public Works, County Surveyor Office, County of San Bernardino, State of California

R3 - Record of survey map recorded on November 6, 1980 in book 41, page 71 to 81 inclusive, of Records of Survey in the office of San Bernardino County Recorder

Legend

Parcel A - Road Dedication (9,354 Sq. Ft)

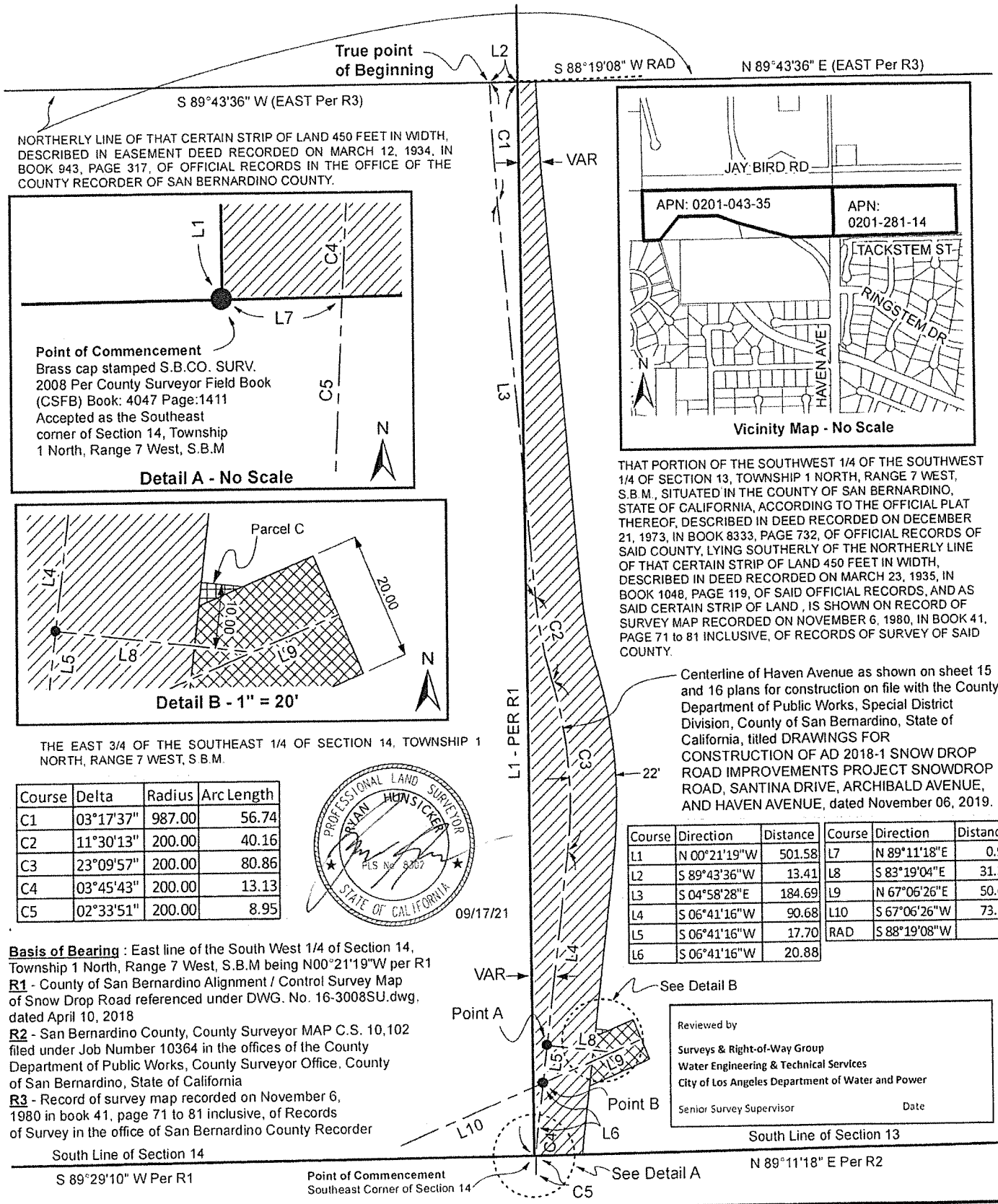
Parcel B -Drainage Easement (942 Sq. Ft)

N

EXHIBIT "A" - LADWP File No.: P-84990

All bearings are based on the California state plane coordinate system, CCS83, Zone 5, based locally on control stations "MLFP" and "LORS", NAD 83 (NSRS2011). Quoted bearings are from reference maps are as shown per that record reference. All distances shown are ground distances unless specified otherwise. Grid distances, may be obtained by multiplying the ground distance by a combination factor of 0.9998588397. Calculations are made at coordinates of N:1884434.555, E:6689271.966, using an elevation of 2500.281 feet. Convergence angle is -00°14'25.67".

DATE: 09/15/2021	SHEET 1 OF 2	1 inch = 60 feet



THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.B.M., SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED IN DEED RECORDED ON DECEMBER 21, 1973, IN BOOK 8333, PAGE 732, OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE NORTHERLY LINE OF THAT CERTAIN STRIP OF LAND 450 FEET IN WIDTH, DESCRIBED IN DEED RECORDED ON MARCH 23, 1935, IN BOOK 1048, PAGE 119, OF SAID OFFICIAL RECORDS, AND AS SAID CERTAIN STRIP OF LAND , IS SHOWN ON RECORD OF SURVEY MAP RECORDED ON NOVEMBER 6, 1980, IN BOOK 41, PAGE 71 to 81 INCLUSIVE, OF RECORDS OF SURVEY OF SAID COUNTY.

Centerline of Haven Avenue as shown on sheet 15 and 16 plans for construction on file with the County Department of Public Works, Special District Division, County of San Bernardino, State of California, titled DRAWINGS FOR CONSTRUCTION OF AD 2018-1 SNOW DROP ROAD IMPROVEMENTS PROJECT SNOWDROP ROAD, SANTINA DRIVE, ARCHIBALD AVENUE, AND HAVEN AVENUE, dated November 06, 2019.

THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 7 WEST, S.B.M.

Course	Delta	Radius	Arc Length
C1	03°17'37"	987.00	56.74
C2	11°30'13"	200.00	40.16
C3	23°09'57"	200.00	80.86
C4	03°45'43"	200.00	13.13
C5	02°33'51"	200.00	8.95

PROFESSIONAL LAND SURVEYOR RYAN HUNSICKER PLS No. 8302 STATE OF CALIFORNIA

09/17/21

Course	Direction	Distance
L1	N 00°21'19"W	501.58
L2	S 89°43'36"W	13.41
L3	S 04°58'28"E	184.69
L4	S 06°41'16"W	90.68
L5	S 06°41'16"W	17.70
L6	S 06°41'16"W	20.88

Course	Direction	Distance
L7	N 89°11'18"E	0.95
L8	S 83°19'04"E	31.20
L9	N 67°06'26"E	50.62
L10	S 67°06'26"W	73.20
RAD	S 88°19'08"W	

Basis of Bearing : East line of the South West 1/4 of Section 14, Township 1 North, Range 7 West, S.B.M being N00°21'19"W per R1

R1 - County of San Bernardino Alignment / Control Survey Map of Snow Drop Road referenced under DWG. No. 16-3008SU.dwg, dated April 10, 2018

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R3 - Record of survey map recorded on November 6, 1980 in book 41, page 71 to 81 inclusive, of Records of Survey in the office of San Bernardino County Recorder

Reviewed by

Surveys & Right-of-Way Group
Water Engineering & Technical Services
City of Los Angeles Department of Water and Power

Senior Survey Supervisor Date

Legend

- Parcel A - Road Dedication (12,857 Sq. Ft)
- Parcel B -Drainage Easement (506 Sq. Ft)
- Parcel C -Drainage Easement (12 Sq. Ft)

N

DATE: 09/15/2021	SHEET 2 OF 2	1 inch = 60 feet

EXHIBIT "A" - LADWP File No.: P-84990

All bearings are based on the California state plane coordinate system, CCS83, Zone 5, based locally on control stations "MLFP" and "LORS", NAD 83 (NSRS2011). Quoted bearings are from reference maps are as shown per that record reference. All distances shown are ground distances unless specified otherwise. Grid distances, may be obtained by multiplying the ground distance by a combination factor of 0.9998588397. Calculations are made at coordinates of N:1884434.555, E:6689271.966, using an elevation of 2500.281 feet. Convergence angle is -00°14'25.67".

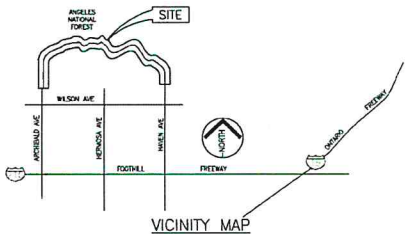
EXHIBIT B

Development Drawing

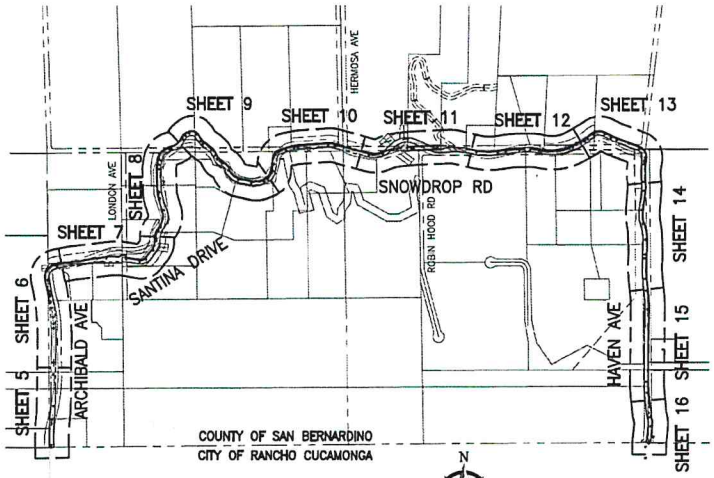
SAN BERNARDINO COUNTY

COUNTY OF SAN BERNARDINO
SPECIAL DISTRICTS DEPARTMENT

DRAWINGS FOR CONSTRUCTION OF AD 2018-1
SNOW DROP ROAD IMPROVEMENTS PROJECT
SNOWDROP ROAD, SANTINA DRIVE,
ARCHIBALD AVENUE, AND HAVEN AVENUE



VICINITY MAP
N.T.S.
LYING WITHIN THE SOUTH OF SECTION 14, T. 1N, R. 7W., S.B.B.&M., IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.



INDEX MAP
1"=500'

N W E S

ENGINEER'S NOTES:

1. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. ALL UNDERGROUND UTILITIES OR STRUCTURES, REPORTED OR FOUND IN PUBLIC RECORDS, ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES, SHOWN AND ANY OTHERS FOUND AT THE SITE.
3. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
4. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
5. STREET CENTERLINES SHOWN HEREON ARE BASED ON CENTER OF EXISTING PAVEMENT , NOT PER RECORD DRAWINGS, MONUMENTS OR EXISTING RIGHT OF WAYS. CENTERLINES ARE FOR DESIGN AND CONSTRUCTION REFERENCE ONLY.

NOTICE TO CONTRACTOR(S):

CONTRACTOR AGREES THAT HE SHALL ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THIS PLAN BY THE COUNTY OF SAN BERNARDINO SPECIAL DISTRICTS DEPARTMENT. APPROVAL OF THIS PLAN BY THE SPECIAL DISTRICTS DEPARTMENT DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE. THE CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT ALL LINES AND STRUCTURES REGARDLESS IF SHOWN OR NOT ON THE DRAWINGS. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

THE CONTRACTOR IS TO USE HIS BEST EFFORTS TO MAINTAIN THE INTEGRITY AND LOCATION OF THE EXISTING SURVEY MONUMENTS SHOWN ON THESE PLANS OR FOUND IN THE FIELD DURING CONSTRUCTION. IF CONTRACTOR INADVERTENTLY DAMAGES OR NEEDS TO REMOVE AN EXISTING MONUMENT, IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE THE SERVICES OF A LICENSED SURVEYOR PRIOR TO REMOVAL AND OR REPLACEMENT OF THE EXISTING MONUMENT. A CORNER RECORD SHALL BE FILED BY THE SURVEYOR FOR EACH MONUMENT THAT IS DISTURBED AND REPLACED.

UNDERGROUND UTILITIES:

ALL UNDERGROUND STRUCTURES OR UTILITIES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

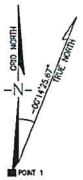
CALL UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-227-2600 AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION.

UTILITIES:

WATER	CUCAMONGA VALLEY WATER DISTRICT	(909) 987-2591
GAS	SOUTHERN CALIFORNIA GAS COMAPNY	(909) 335-7550
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 469-6348
CABLE TV	CHARTER COMMUNICATIONS	(866) 874-2389
ELECTRICAL	SOUTHERN CALIFORNIA EDISON	(909) 357-6585

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5, BASED LOCALLY ON CONTROL STATIONS "MUPP" AND "LORS", NAD 83 (NSRS2011) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999858397. CALCULATIONS ARE MADE AT POINT #1 WITH COORDINATES OF N:1884434.555, E:6689271.966, USING AN ELEVATION OF 2500.261 FEET. THE CONVERGENCE ANGLE AT POINT #1 IS -00°14'25.67".



LEGEND:

- EXISTING RIGHT-OF-WAY
- PROPOSED CENTERLINE
- EXISTING PROPERTY LINE
- PROPOSED AC BERM
- PROPOSED EDGE OF PAVEMENT
- PROPOSED GUARDRAIL
- EXISTING EDGE OF PAVEMENT
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING STORM DRAIN
- DAYLIGHT LINE
- NEW A.C. PAVEMENT
- 2300 PROPOSED ELEVATION
- (2300) EXISTING ELEVATION
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING WATER METER
- EXISTING BLOW OFF

ABBREVIATIONS

AC-ASPHALT CONCRETE
BC-BEGIN CURVE
BCR-BEGIN CURB RETURN
BO-BLOW OFF
℄-CENTERLINE
CO-CLEAN OUT
CONST.-CONSTRUCTION
DW-DRIVEWAY
EC-END CURVE
ECR-END CURB RETURN
EP-EDGE OF PAVEMENT
ESMT- EASEMENT
EX.-EXISTING
FH-FIRE HYDRANT
FL-FLOW LINE
FS-FINISH SURFACE
LT.-LEFT
PI-POINT OFINTERSECTION
P/L-PROPERTY LINE
PP-POWER POLE
PRC-POINT OF REVERSE CURVE
PROP.-PROPOSED
PVI-POINT OF VERTICAL INTERSECTION
PVMT-PAVEMENT
RT.-RIGHT
R/W-RIGHT OF WAY
SD-STORM DRAIN
STA.-STATION
SWR-SEWER LINE
TC-TOP OF CURB
VC-VERTICAL CURVE
WTR-WATER LINE

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D.N. DATE: 06/01/21

SOILS ENGINEER:

CONVERSE CONSULTANTS
7021 RANCHO DRIVE, SUITE 1
REDLANDS, CA 92373
PHONE: (909) 796-0544

CHS CONSULTANTS
1355 E. COOLEY DRIVE, SUITE C
COLTON, CA 92324
PHONE: (909) 824-7311

REPORT NO. 18-81-316-01
DATED: JANUARY 22, 2019

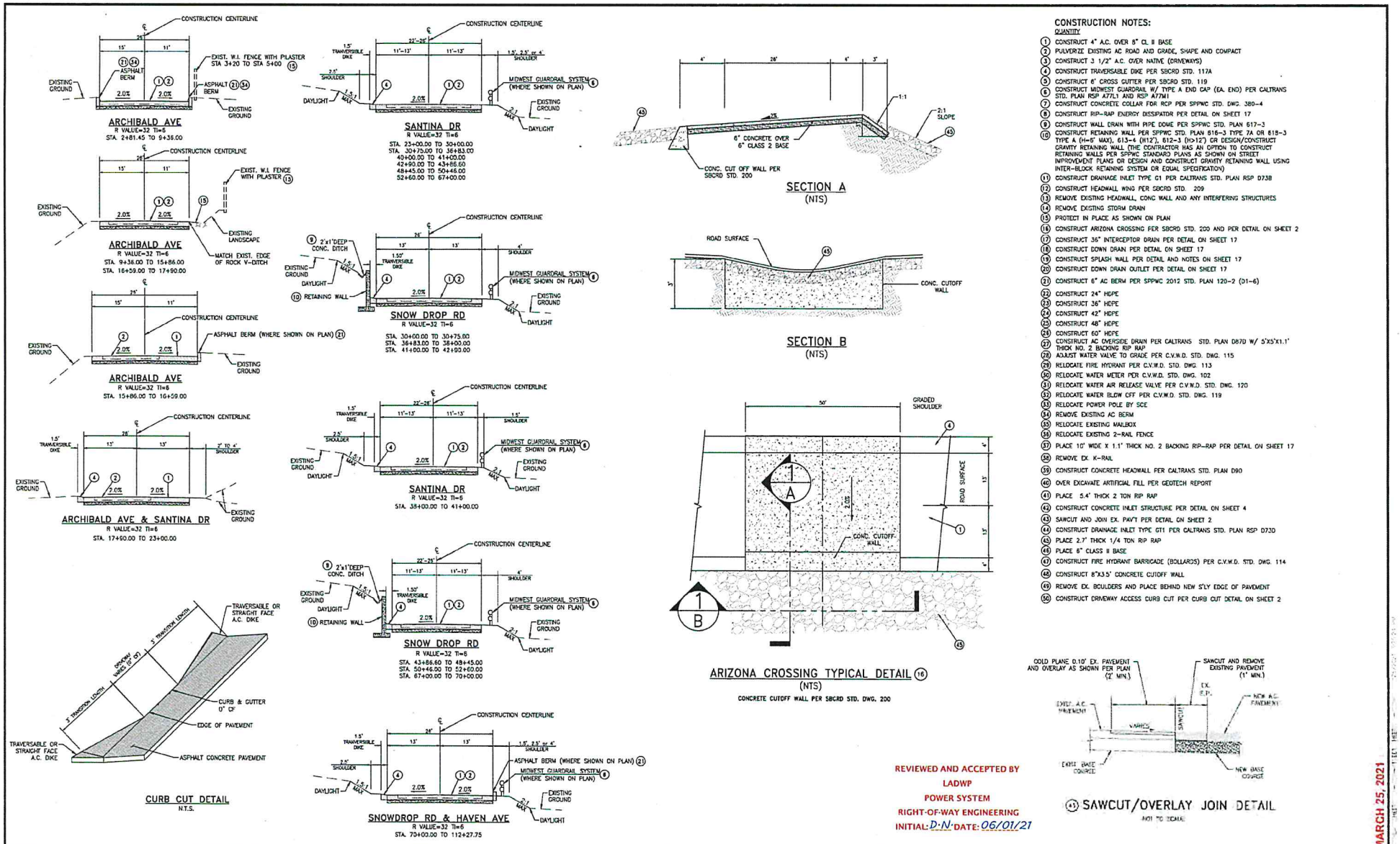
JOB NO. 14095-3
DATED: MARCH 17, 2014

SHEET INDEX

SHEET 1	TITLE SHEET
SHEET 2	TYPICAL SECTIONS & DETAILS
SHEET 3	STRIAM DRAIN PROFILES
SHEET 4	STORM DRAIN LINE 2 AND 4 PLAN & PROFILE
SHEET 5	STA. 2+51.45 TO 10+00.00 PLAN & PROFILE
SHEET 6	STA. 10+00.00 TO 20+00.00 PLAN & PROFILE
SHEET 7	STA. 20+00.00 TO 30+00.00 PLAN & PROFILE
SHEET 8	STA. 30+00.00 TO 40+00.00 PLAN & PROFILE
SHEET 9	STA. 40+00.00 TO 50+00.00 PLAN & PROFILE
SHEET 10	STA. 50+00.00 TO 61+00.00 PLAN & PROFILE
SHEET 11	STA. 61+00.00 TO 70+00.00 PLAN & PROFILE
SHEET 12	STA. 70+00.00 TO 80+00.00 PLAN & PROFILE
SHEET 13	STA. 80+00.00 TO 89+00.00 PLAN & PROFILE
SHEET 14	STA. 89+00.00 TO 99+50.00 PLAN & PROFILE
SHEET 15	STA. 99+50.00 TO 109+50.00 PLAN & PROFILE
SHEET 16	STA. 109+50.00 TO 113+00.00 PLAN & PROFILE
SHEET 17	DETAILS
SHEET 18	RETAINING WALL PROFILES
SHEET 19	SNOW DROP ROAD EASEMENT DRAIN
SHEETS 1-2	SIGNING & STRIPING

MARCH 25, 2021

Underground Service Alert Call: TOLL FREE 811 WWW.call811.com TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK No. 10105 (RANCHO CUCAMONGA) CITY OF RANCHO CUCAMONGA BENCH MARK F.D. 2" BRASS DISK "CITY OF RC BENCH MARK 10105 (1894.77)" ELEVATION:1894.77	SEAL - ENGINEER REGISTERED PROFESSIONAL ENGINEER DILLON R. SMITH No. C85078 CIVIL STATE OF CALIFORNIA	ALBERT A. WEBB ASSOCIATES ENGINEERING CONSULTANTS 3788 McCRAY STREET RIVERSIDE CA. 92506 PH. (951) 686-1070 FAX (951) 788-1256 PROJECT ENGINEER C85078 R.C.E. NO.	FIELD BOOK REF. MARK REVISIONS APPV'D DATE	COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT ASSESSMENT DISTRICT 2018-1 APPROVED BY: SPECIAL DISTRICT DEPARTMENT DATE	ASSESSMENT DISTRICT 2018-1 RANCHO CUCAMONGA, CALIFORNIA SNOWDROP ROAD TITLE SHEET SCALE: HORIZ: AS SHOWN VERT: AS SHOWN	W.O. NO.: 16-3008 ROAD NO.: FILE NO. SHEET 01 OF 19



CONSTRUCTION NOTES:

QUANTITY

1. CONSTRUCT 4" A.C. OVER 8" CL II BASE
2. PULVERIZE EXISTING AC ROAD AND GRADE, SHAPE AND COMPACT
3. CONSTRUCT 3 1/2" A.C. OVER NATIVE (DRIVEWAYS)
4. CONSTRUCT TRAVERSABLE DIKE PER SBCRD STD. 117A
5. CONSTRUCT 6' CROSS GUTTER PER SBCRD STD. 119
6. CONSTRUCT MIDWEST GUARDRAIL W/ TYPE A END CAP (EA. END) PER CALTRANS STD. PLAN RSP A77L1 AND RSP A77M1
7. CONSTRUCT CONCRETE COLLAR FOR RCP PER SPPWC STD. DWG. 380-4
8. CONSTRUCT RIP-RAP ENERGY DISSIPATOR PER DETAIL ON SHEET 17
9. CONSTRUCT WALL DRAIN WITH PIPE DOME PER SPPWC STD. PLAN 617-3
10. CONSTRUCT RETAINING WALL PER SPPWC STD. PLAN 616-3 TYPE 7A OR 618-3 TYPE A (H=6' MAX), 613-4 (H12'), 612-3 (H>12') OR DESIGN/CONSTRUCT GRAVITY RETAINING WALL (THE CONTRACTOR HAS AN OPTION TO CONSTRUCT RETAINING WALLS PER SPPWC STANDARD PLANS AS SHOWN ON STREET IMPROVEMENT PLANS OR DESIGN AND CONSTRUCT GRAVITY RETAINING WALL USING INTER-BLOCK RETAINING SYSTEM OR EQUAL SPECIFICATION)
11. CONSTRUCT DRAINAGE INLET TYPE G1 PER CALTRANS STD. PLAN RSP D73B
12. CONSTRUCT HEADWALL WING PER SBCRD STD. 209
13. REMOVE EXISTING HEADWALL, CONC WALL AND ANY INTERFERING STRUCTURES
14. REMOVE EXISTING STORM DRAIN
15. PROTECT IN PLACE AS SHOWN ON PLAN
16. CONSTRUCT ARIZONA CROSSING PER SBCRD STD. 200 AND PER DETAIL ON SHEET 2
17. CONSTRUCT 36" INTERCEPTOR DRAIN PER DETAIL ON SHEET 17
18. CONSTRUCT DOWN DRAIN PER DETAIL ON SHEET 17
19. CONSTRUCT SPLASH WALL PER DETAIL AND NOTES ON SHEET 17
20. CONSTRUCT DOWN DRAIN OUTLET PER DETAIL ON SHEET 17
21. CONSTRUCT 6" AC BERM PER SPPWC 2012 STD. PLAN 120-2 (01-6)
22. CONSTRUCT 24" HDPE
23. CONSTRUCT 36" HDPE
24. CONSTRUCT 42" HDPE
25. CONSTRUCT 48" HDPE
26. CONSTRUCT 60" HDPE
27. CONSTRUCT AC OVERSIDE DRAIN PER CALTRANS STD. PLAN D87D W/ 5'X5'X1.1' THICK NO. 2 BACKING RIP RAP
28. ADJUST WATER VALVE TO GRADE PER C.V.W.D. STD. DWG. 115
29. RELOCATE FIRE HYDRANT PER C.V.W.D. STD. DWG. 113
30. RELOCATE WATER METER PER C.V.W.D. STD. DWG. 102
31. RELOCATE WATER AIR RELEASE VALVE PER C.V.W.D. STD. DWG. 120
32. RELOCATE WATER BLOW OFF PER C.V.W.D. STD. DWG. 119
33. RELOCATE POWER POLE BY SCE
34. REMOVE EXISTING AC BERM
35. RELOCATE EXISTING MAILBOX
36. RELOCATE EXISTING 2-RAIL FENCE
37. PLACE 10' WIDE X 1.1' THICK NO. 2 BACKING RIP-RAP PER DETAIL ON SHEET 17
38. REMOVE EX. K-RAIL
39. CONSTRUCT CONCRETE HEADWALL PER CALTRANS STD. PLAN D90
40. OVER EXCAVATE ARTIFICIAL FILL PER GEOTECH REPORT
41. PLACE 5.4' THICK 2 TON RIP RAP
42. CONSTRUCT CONCRETE INLET STRUCTURE PER DETAIL ON SHEET 4
43. SAWCUT AND JOIN EX. PAV'T PER DETAIL ON SHEET 2
44. CONSTRUCT DRAINAGE INLET TYPE GT1 PER CALTRANS STD. PLAN RSP D73D
45. PLACE 2.7' THICK 1/4 TON RIP RAP
46. PLACE 6" CLASS II BASE
47. CONSTRUCT FIRE HYDRANT BARRICADE (BOLLARDS) PER C.V.W.D. STD. DWG. 114
48. CONSTRUCT 8"X3.5' CONCRETE CUTOFF WALL
49. REMOVE EX. BOULDERS AND PLACE BEHIND NEW S'LY EDGE OF PAVEMENT
50. CONSTRUCT DRIVEWAY ACCESS CURB CUT PER CURB CUT DETAIL ON SHEET 2

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D·N DATE: 06/01/21

MARCH 25, 2021

Underground Service Alert
Call: TOLL FREE
811
WWW.call811.com
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
No. 10105 (RANCHO CUCAMONGA)
CITY OF RANCHO CUCAMONGA BENCH MARK F.D. 2" BRASS DISK "CITY OF RC BENCH MARK 10105 (1894.77)"
ELEVATION:1894.77

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DIXON R. SPEAR No. C65078 CIVIL STATE OF CALIFORNIA

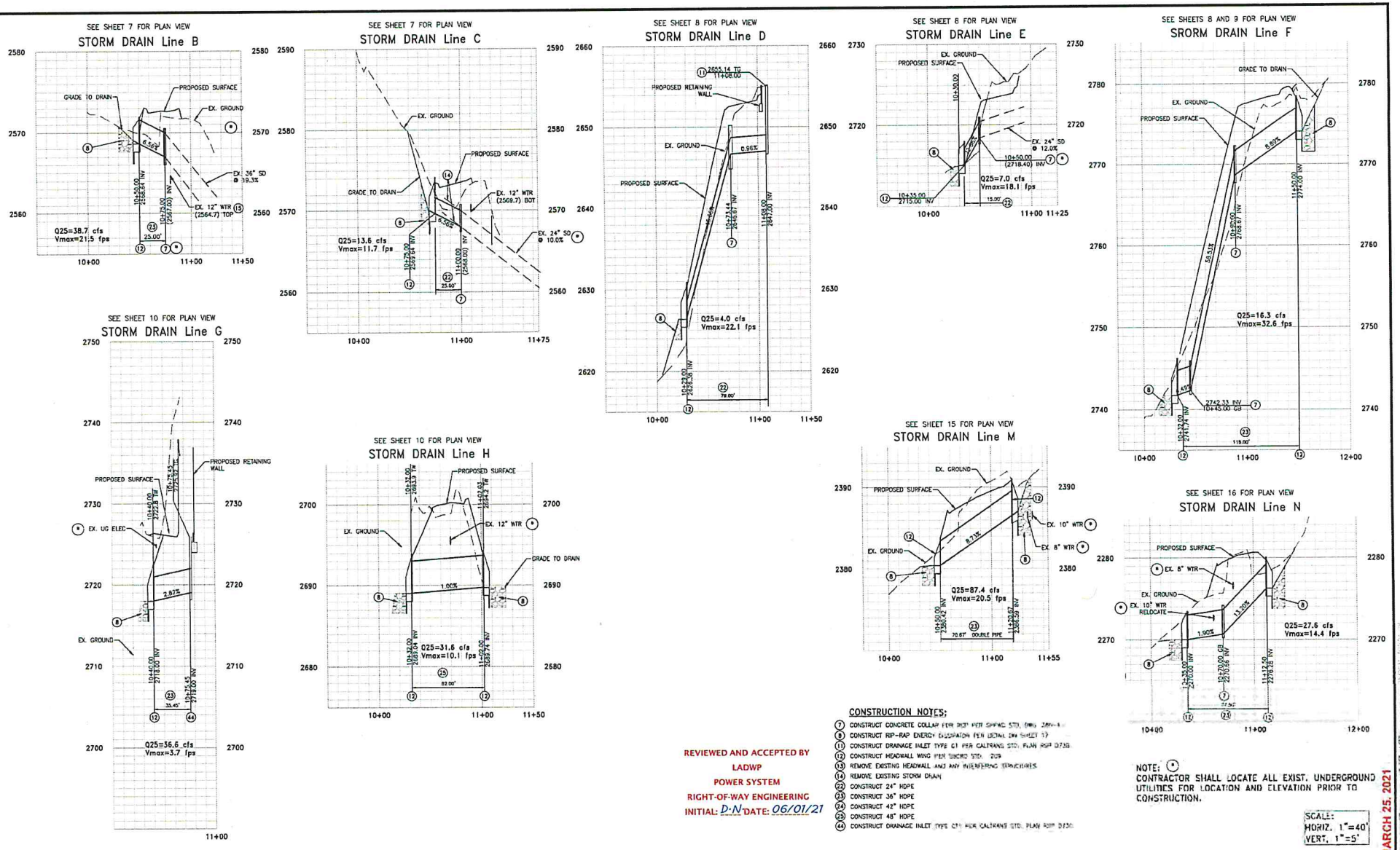
ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
PROJECT'S ENGINEER C65078

FIELD BOOK REF.
MARK | DIVISIONS | MMDD | DATE

COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
SNOWDROP ROAD
TYPICAL SECTIONS & DETAILS
SCALE: HORIZ: AS SHOWN VERT: AS SHOWN
W.O. NO. 16-3008
ROAD NO.
FILE NO.
SHEET 02 OF 19

EXHIBIT "B"



REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D·N DATE: 06/01/21

CONSTRUCTION NOTES:

(7) CONSTRUCT CONCRETE COLLAR PER RCD PER SBCFCD STD. DWG. ZRV-1
(8) CONSTRUCT RIP-RAP ENERGY DISSIPATION PER DETAIL ON SHEET 17
(11) CONSTRUCT DRAINAGE INLET TYPE G1 PER CALTRANS STD. PLAN RSP D73B
(12) CONSTRUCT HEADWALL WING PER SBCFCD STD. ZD9
(13) REMOVE EXISTING HEADWALL AND ANY INTERFERING STRUCTURES
(14) REMOVE EXISTING STORM DRAIN
(22) CONSTRUCT 24" HDPE
(23) CONSTRUCT 36" HDPE
(24) CONSTRUCT 42" HDPE
(25) CONSTRUCT 48" HDPE
(44) CONSTRUCT DRAINAGE INLET TYPE G1 PER CALTRANS STD. PLAN RSP D73C

NOTE: ⊙
CONTRACTOR SHALL LOCATE ALL EXIST. UNDERGROUND UTILITIES FOR LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

SCALE:
HORIZ. 1"=40'
VERT. 1"=5'

MARCH 25, 2021

Underground Service Alert
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TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
No. 10105 (RANCHO CUCAMONGA)
CITY OF RANCHO CUCAMONGA BENCH MARK F.D. 2" BRASS DISK "CITY OF RC BENCH MARK 10105 (1894.77)"
ELEVATION:1894.77

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DILEEP R. SHETH No. C65078 CIVIL STATE OF CALIFORNIA

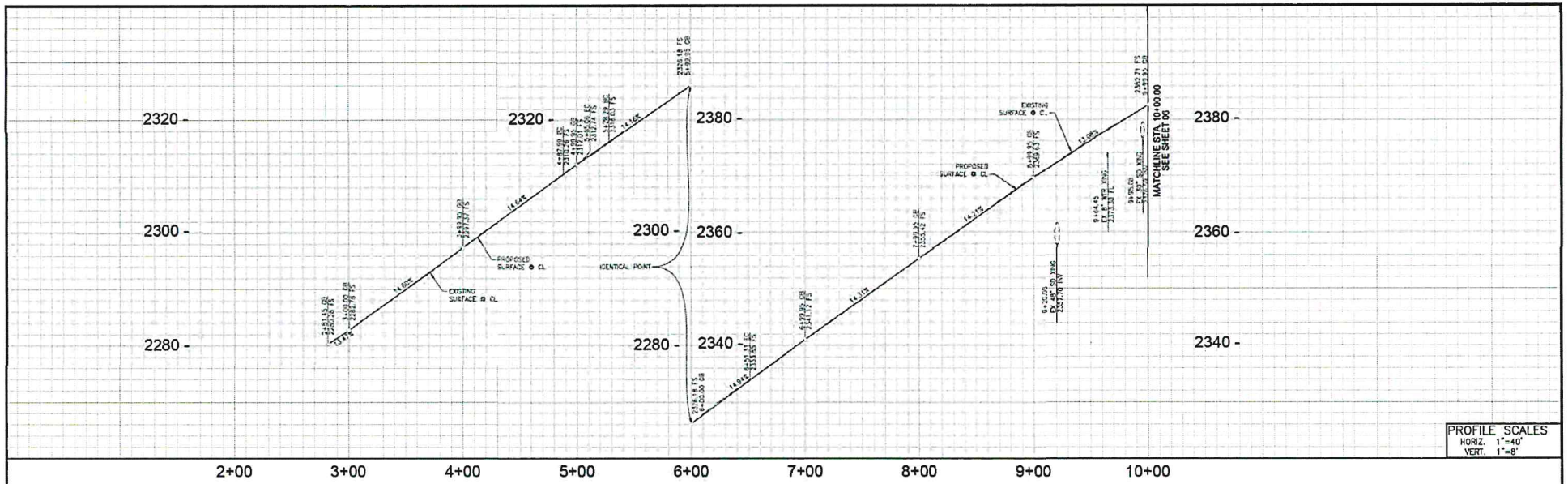
ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
PROJECT ENGINEER C65078 R.E. #

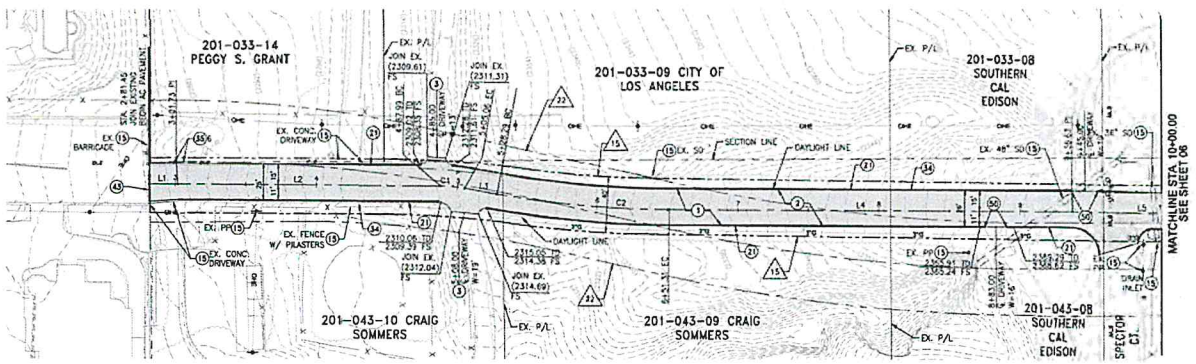
FIELD BOOK REF.
MARK REVISIONS APPR. DATE

COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
SNOWDROP ROAD
STORM DRAIN PROFILES
SCALE: HORIZ: AS SHOWN VERT: AS SHOWN
W.O. NO. 16-3008
ROAD NO.
FILE NO.
SHEET 03 OF 19

EXHIBIT "B"





ARCHIBALD AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 4" A.C. OVER 8" CL II BASE
2. PULVERIZE EXISTING AC ROAD AND GRADE, SHAPE AND COMPACT
3. CONSTRUCT 3 1/2" A.C. OVER NATIVE (DRIVEWAYS)
15. PROTECT IN PLACE AS SHOWN ON PLAN
21. CONSTRUCT 6" AC BERM PER SPPWC 2012 STD. PLAN 120-2 (B1-6)
34. REMOVE EXISTING AC BERM
35. RELOCATE EXISTING MAILBOX
43. SAWCUT AND JOIN EX. PAVT PER DETAIL ON SHEET 2
50. CONSTRUCT DRIVEWAY ACCESS CURB CUT PER CURB CUT DETAIL ON SHEET 2

⚠ SEE SHEET 19 FOR EASEMENT NOTES

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°23'49"E	20.28
L2	N00°23'49"E	186.26
L3	N10°10'53"E	23.23
L4	N00°15'07"E	285.32
L5	N01°17'14"E	108.04

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	17.08	100.00	9°47'04"	8.56
C2	123.02	709.85	9°55'47"	61.66

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D.N. DATE: 06/01/21

MARCH 25, 2021

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BENCHMARK
No. 10105 (RANCHO CUCAMONGA)
CITY OF RANCHO CUCAMONGA BENCH MARK F.D. 2" BRASS DISK "CITY OF RC BENCH MARK 10105 (1894.77)"
ELEVATION:1894.77

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DILEEP R. SHETTY No. C65078 CIVIL STATE OF CALIFORNIA

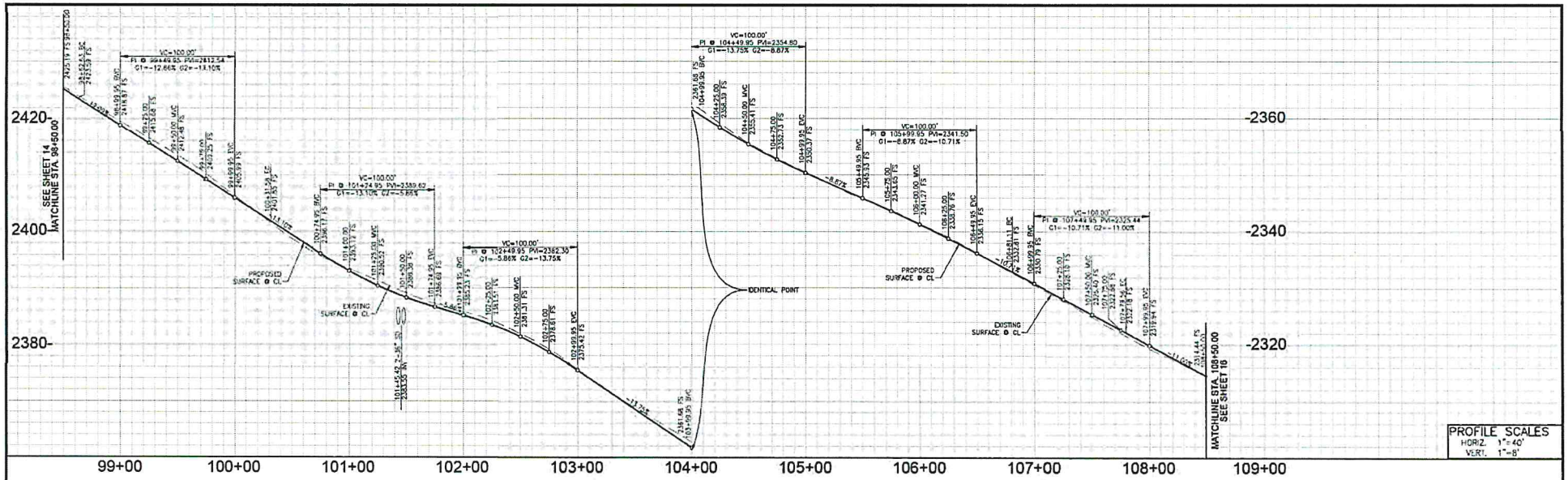
ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
C65078

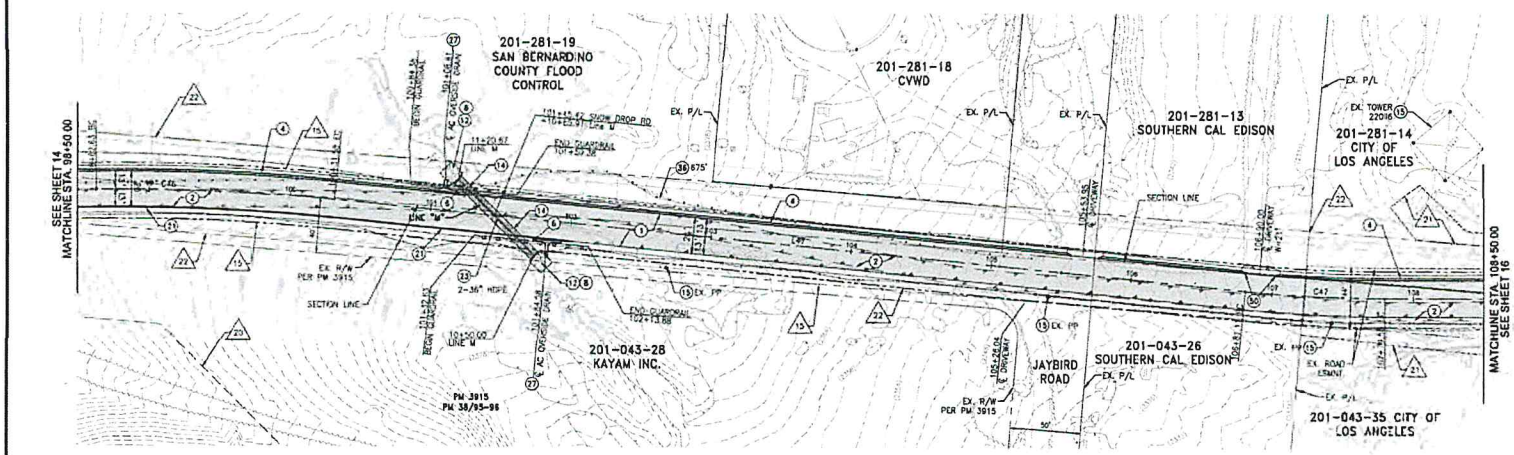
FIELD BOOK REF.

COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICT DEPARTMENT
DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
ARCHIBALD AVENUE
ROADWAY PLAN & PROFILE
STA. 2+81.45 TO STA. 10+00.00
SCALE: HORIZ: AS SHOWN VERT: AS SHOWN
W.O. NO. 16-3008
ROAD NO.
FILE NO.
SHEET 05 OF 19

EXHIBIT "B"





HAVEN AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 4" A.C. OVER 8" CL II BASE
2. PULVERIZE EXISTING AC ROAD AND GRADE, SHAPE AND COMPACT
3. CONSTRUCT 3 1/2" A.C. OVER NATIVE (DRIVEWAYS)
4. CONSTRUCT TRAVERSABLE DIKE PER SBCRD STD. 117A
6. CONSTRUCT MIDWEST GUARDRAIL W/ TYPE A END CAP (EA. END) PER CALTRANS STD. PLAN RSP A77L1 AND RSP A77M1
8. CONSTRUCT RIP-RAP ENERGY DISSIPATOR PER DETAIL ON SHEET 17
12. CONSTRUCT HEADWALL WING PER SBCRD STD. 209
14. REMOVE EXISTING STORM DRAIN
15. PROTECT IN PLACE AS SHOWN ON PLAN
21. CONSTRUCT 6" AC BERM PER SPPWC 2012 STD. PLAN 120-2 (D1-6)
23. CONSTRUCT 36" HDPE
27. CONSTRUCT AC OVERSIDE DRAIN PER CALTRANS STD. PLAN D878 W/ 5"X5"X1.5' THICK NO. 2 BACKING RIP RAP
38. RELOCATE EXISTING 2-RAIL FENCE
50. CONSTRUCT DRIVEWAY ACCESS CURB CUT PER CURB CUT DETAIL ON SHEET 2

LINE TABLE		
LINE #	BEARING	LENGTH
L47	S00°44'27"W	649.53

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C46	168.95	1487.00	6°30'38"	84.57
C47	98.45	987.00	5°42'55"	49.27

⚠ SEE SHEET 19 FOR EASEMENT NOTES

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LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D.N. DATE: 06/01/21

MARCH 25, 2021

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BENCHMARK
CITY OF RANCHO CUCAMONGA #10105
ELEV. = 1854.77' (NGVD29)
2" BRASS DISK IN CONC STAMPED "CITY OF RANCHO CUCAMONGA BM 10105 1987" AT NORTHWEST CORNER OF ARCHIBALD AVENUE AND HILLSIDE ROAD, 3 FT. NORTH OF BEGINNING OF CURB RETURN.

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DILEEP R. SOTH No. C65076 CIVIL STATE OF CALIFORNIA

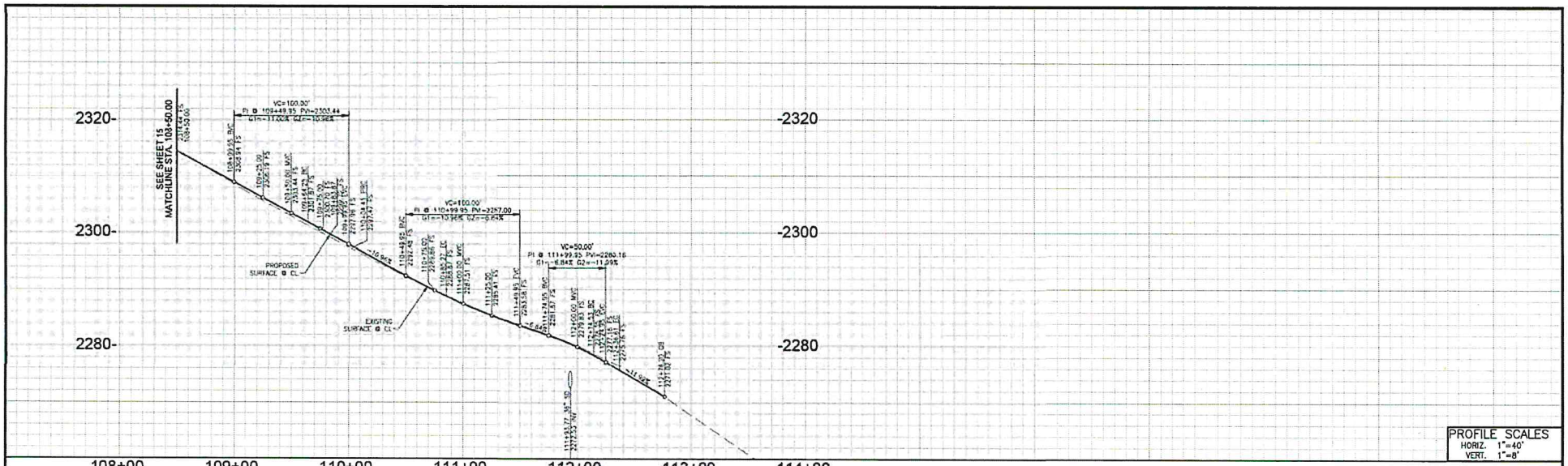
ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
PROJECT ENGINEER
C65076
R.C.E. NO.

FIELD BOOK REF.
MARK | REVISIONS | APPR. | DATE

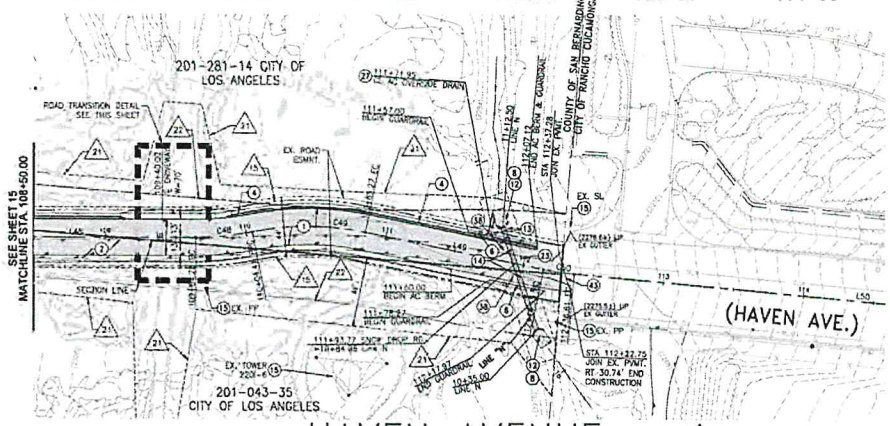
COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT
DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
HAVEN AVENUE
ROADWAY PLAN & PROFILE
STA. 98+50.00 TO STA. 108+50.00
SCALE:
HORIZ: AS SHOWN VERT: AS SHOWN
W.O. NO. 16-3008
ROAD NO.
FILE NO.
SHEET 15 OF 19

EXHIBIT "B"



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=8'

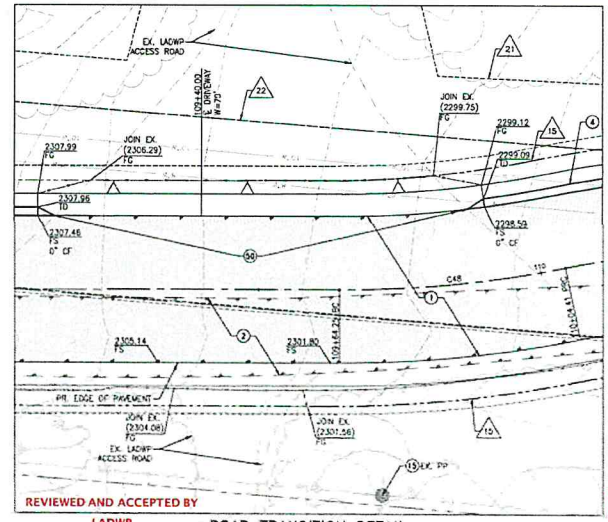


HAVEN AVENUE

SEE SHEET 19 FOR EASEMENT NOTES

LINE TABLE		
LINE #	BEARING	LENGTH
L48	S04°58'28"E	184.69
L49	S06°41'19"W	129.26
L50	S00°21'42"W	413.33

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C48	40.16	200.00	11°30'13"	20.15
C49	80.86	200.00	23°09'57"	40.99
C50	22.08	200.00	6°19'34"	11.05



ROAD TRANSITION DETAIL
1"=10'

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D.N. DATE: 06/01/21

MARCH 25, 2021

1" = 40'
40 20 0 40 80 120

CONSTRUCTION NOTES:

1. CONSTRUCT 4" A.C. OVER 8" CL II BASE
2. PULVERIZE EXISTING AC ROAD AND GRADE, SHAPE AND COMPACT
4. CONSTRUCT TRAVERSABLE DIKE PER SBCRD STD. 117A
6. CONSTRUCT MIDWEST GUARDRAIL W/ TYPE A END CAP (EA. END) PER CALTRANS STD. PLAN RSP A77L1 AND RSP A77M1
8. CONSTRUCT RIP-RAP ENERGY DISSIPATOR PER DETAIL ON SHEET 17
12. CONSTRUCT HEADWALL WING PER SBCRD STD. 209
13. REMOVE EXISTING HEADWALL, CONC WALL AND ANY INTERFERING STRUCTURES
14. REMOVE EXISTING STORM DRAIN
15. PROTECT IN PLACE AS SHOWN ON PLAN
21. CONSTRUCT 6" AC BERM PER SPPWC 2012 STD. PLAN 120-2 (D1-6)
23. CONSTRUCT 36" HDPE
27. CONSTRUCT AC OVERSIDE DRAIN PER CALTRANS STD. PLAN D87D W/ 5'X5'X1.1' THICK NO. 2 BACKING RIP RAP
38. REMOVE EX. K-RAIL
43. SAWCUT AND JOIN EX. PAV'T PER DETAIL ON SHEET 2
50. CONSTRUCT DRIVEWAY ACCESS CURB CUT PER CURB CUT DETAIL ON SHEET 2

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BENCHMARK
CITY OF RANCHO CUCAMONGA #10105
ELEV. = 1864.77' (NGVD29)
2" BRASS DISK IN CONC STAMPED "CITY OF RANCHO CUCAMONGA BM 10105 1987" AT NORTHWEST CORNER OF ARCHIBALD AVENUE AND HILLSIDE ROAD, 3 FT. NORTH OF BEGINNING OF CURB RETURN.

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DILESH R. SHAH No. C65075 CIVIL STATE OF CALIFORNIA

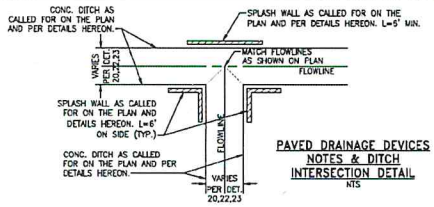
ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
PROJECT ENGINEER
C65075
R.C.E. NO.

FIELD BOOK REF.
MARK REVISIONS APPD DATE

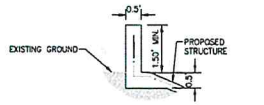
COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT
DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
HAVEN AVENUE
ROADWAY PLAN & PROFILE
STA. 108+50.00 TO STA. 113+00.00
SCALE:
HORIZ: AS SHOWN VERT: AS SHOWN

W.O. NO. 16-3009
ROAD NO.
FILE NO.
SHEET 16 OF 19

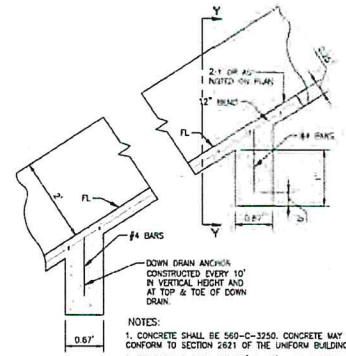


PAVED DRAINAGE DEVICES NOTES & DITCH INTERSECTION DETAIL
NTS



SPLASH WALL ADJACENT TO TERRACE DRAINS

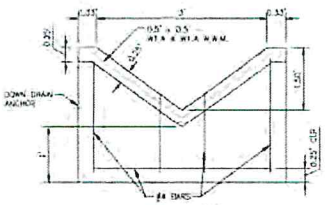
(19) SPLASH WALL
NTS



NOTES:

1. CONCRETE SHALL BE 560-C-3250. CONCRETE MAY BE PNEUMATICALLY PLACED AND SHALL CONFORM TO SECTION 2621 OF THE UNIFORM BUILDING CODE.
2. REINFORCING SHALL BE 0.5' X 0.5' – W1.4 X W1.4 WELDED WIRE MESH (W.W.M.) OR APPROVED EQUAL.
3. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE SPECIAL DISTRICTS DEPARTMENT ENGINEER PRIOR TO PLACEMENT OF CONCRETE. MOISTURE LOSS RETARDANT SHALL BE USED WHEN REQUIRED BY THE DISTRICT ENGINEER.

(18) DOWN DRAIN
NTS



SECTION Y-Y

CONSTRUCTION NOTES FOR PAVED DRAINAGE DEVICES

1. APPROVED MATERIAL FOR CONSTRUCTION OF DEVICE IS EITHER 3" CONC. OR GUNITE W/ 6"X6" – W 1.4 X W 1.4 W.W.M. (WELDED WIRE MESH) OR APP'D EQUAL.
2. INSPECTION OF GRADED SWALE IS REQUIRED PRIOR TO INSTALLATION OF PAVING.
3. GROUND SHALL BE PRE-WET TO THE SATISFACTION OF THE SPECIAL DISTRICTS DEPARTMENT ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
4. PAVED DEVICE SHALL BE CURED WITH A MOISTURE LOSS RETARDANT.
5. PUMPCRETE IS AN ACCEPTABLE SUBSTITUTE FOR GUNITE & MAY BE INSTALLED WITH 6"X 6" – W 1.4 X W 1.4 W.W.M. (WELDED WIRE MESH).
6. CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSION STRENGTH AT 28 DAYS OF 2500 P.S.I. CONCRETE MAY BE PNEUMATICALLY PLACED AND SHALL CONFORM TO SECTION 2621 OF THE UNIFORM BUILDING CODE.

VELOCITY FT/Sec.	ROCK CLASS	RIPRAP THICKNESS (T)	FILTER BLANKET: UPPER LAYER: FILTER FABRIC	FILTER BLANKET: LOWER LAYER
6–14	1/4 TON	2.7'	MIRAFI 700X OR EQUIVALENT AS PER NOTES BELOW	SAND
14–16	1/2 TON	3.4'		
16–18	1 TON	4.3'		
18–6	2 TON	5.4'		

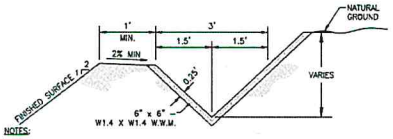
FILTER FABRIC:
MIRAFI 700X OR EQUIVALENT
* FILTER BLANKET MATERIAL SHALL BE 12" THICK & WELL GRADED WITHIN THE LIMITS SPECIFIED BELOW:

SIEVE SIZE(in)	% SMALLER (BY Weight)
12	100
8	75–100
6	60–80
4	40–60
1	5–25
3/8	0–10

NOTES:
"F", "S", "L" AND "W" PER SAN BERNARDINO COUNTY ROAD DEPARTMENT STD. 209

ROCK SIZES*	CLASSES: 2 TON	1 TON	1/2 TON	1/4 TON
4 TON	0–5			
2 TON	50–100	0–5		
1 TON	95–100	50–100	0–5	
1/2 TON		95–100	50–100	0–5
1/4 TON			95–100	50–100
200 LB				95–100
75 LB				

*ROCK SHALL BE EITHER QUARRY STONE OR BROKEN CONCRETE. COBBLES ARE NOT ACCEPTABLE.



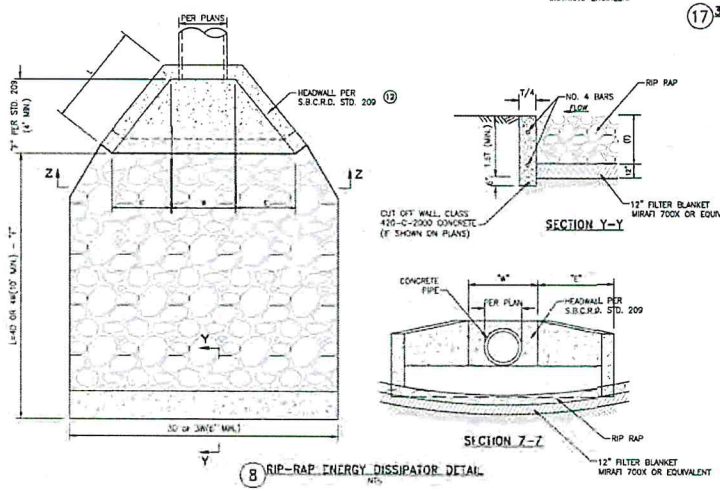
NOTES:

1. CONCRETE SHALL BE 560-C-3250. CONCRETE MAY BE PNEUMATICALLY PLACED AND SHALL CONFORM TO SECTION 2621 OF THE UNIFORM BUILDING CODE.
2. REINFORCING SHALL BE 6" X 6" – W1.4 X W1.4 WELDED WIRE MESH (W.W.M.) OR APPROVED EQUAL.
3. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE SPECIAL DISTRICTS DEPARTMENT ENGINEER PRIOR TO PLACEMENT OF CONCRETE. CURING COMPOUND/MOISTURE LOSS RETARDANT SHALL BE USED WHEN REQUIRED BY THE DISTRICTS ENGINEER.

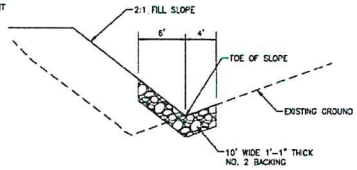
(17) 36" INTERCEPTOR DRAIN
NTS

CONSTRUCTION NOTES:

(1) CONSTRUCT 4" A.C. OVER 8" CL II BASE
(4) CONSTRUCT TRAVERSABLE DIKE PER SBCRD STD. 117A
(8) CONSTRUCT RIP-RAP ENERGY DISSIPATOR PER DETAIL ON SHEET 17
(12) CONSTRUCT HEADWALL WING PER SBCRD STD. 209
(16) CONSTRUCT ARIZONA CROSSING PER SBCRD STD. 200 AND PER DETAIL ON SHEET 2
(17) CONSTRUCT 36" INTERCEPTOR DRAIN PER DETAIL ON SHEET 17
(18) CONSTRUCT DOWN DRAIN PER DETAIL ON SHEET 17
(19) CONSTRUCT SPLASH WALL PER DETAIL AND NOTES ON SHEET 17
(20) CONSTRUCT DOWN DRAIN OUTLET PER DETAIL ON SHEET 17
(37) PLACE 10' WIDE X 1.1' THICK NO. 2 BACKING RIP-RAP PER DETAIL ON SHEET 17
(39) CONSTRUCT CONCRETE HEADWALL PER CALTRANS STD. PLAN 090

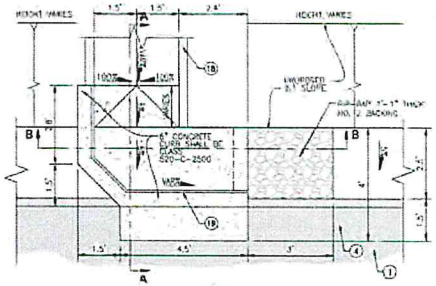


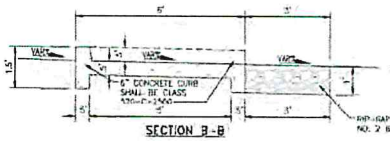
(8) RIP-RAP ENERGY DISSIPATOR DETAIL
NTS



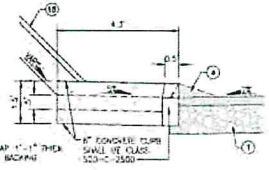
(37) RIP-RAP SLOPE/TOE PROTECTION
NTS

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D.N. DATE: 06/01/21





SECTION B-B



SECTION A-A

(20) DOWN DRAIN OUTLET
NTS

MARCH 25, 2021

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TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK:
CITY OF RANCHO CUCAMONGA #15105
ELEV. = 1164.77' (NGVD29)
2" BRASS DISK IN CONC STAMPED "CITY OF RANCHO CUCAMONGA BM 10105 1987" AT NORTHWEST CORNER OF ARCHIBALD AVENUE AND HILLSIDE ROAD, 3 FT. NORTH OF BEGINNING OF CURB RETURN.

SEAL - ENGINEER: REGISTERED PROFESSIONAL ENGINEER No. C85075 CIVIL STATE OF CALIFORNIA

ALBERT A. WEBB ASSOCIATES
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3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
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PROJECT ENGINEER: C85075
R.C.E. NO.

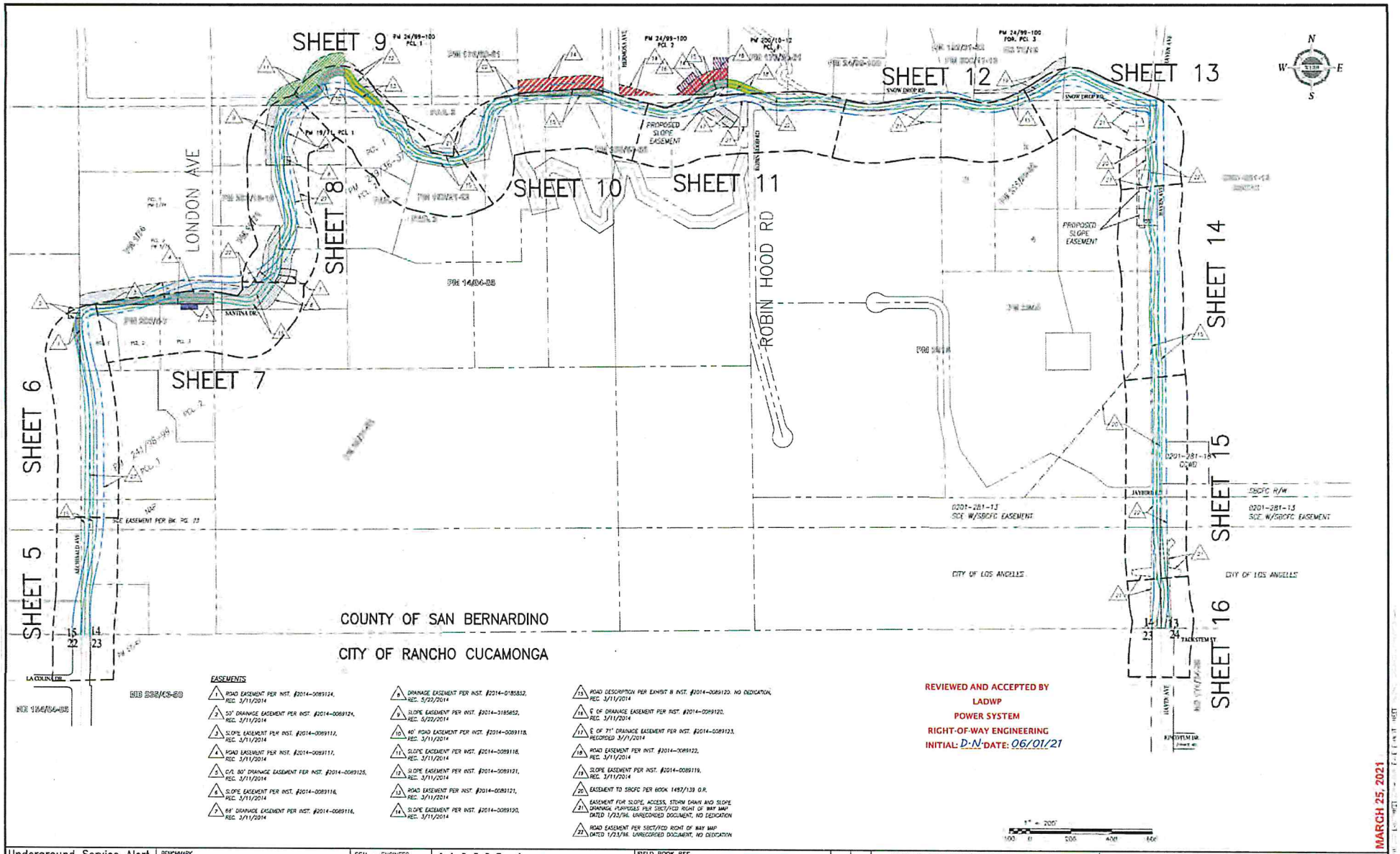
FIELD BOOK REF.
MARK | REVISIONS | BY | DATE

COUNTY OF SAN BERNARDINO – SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT | DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
SNOWDROP ROAD
DETAILS

W.O. NO.: 16-3008
ROAD NO.:
FILE NO.
SCALE: HORIZ: AS SHOWN VERT: AS SHOWN
SHEET 17 OF 19

EXHIBIT "B"



EASEMENTS

1. ROAD EASEMENT PER INST. #2014-0089124, REC. 3/11/2014
2. 50' DRAINAGE EASEMENT PER INST. #2014-0089124, REC. 3/11/2014
3. SLOPE EASEMENT PER INST. #2014-0089117, REC. 3/11/2014
4. ROAD EASEMENT PER INST. #2014-0089117, REC. 3/11/2014
5. C/L 80' DRAINAGE EASEMENT PER INST. #2014-0089125, REC. 3/11/2014
6. SLOPE EASEMENT PER INST. #2014-0089116, REC. 3/11/2014
7. 88' DRAINAGE EASEMENT PER INST. #2014-0089116, REC. 3/11/2014
8. DRAINAGE EASEMENT PER INST. #2014-0185852, REC. 5/22/2014
9. SLOPE EASEMENT PER INST. #2014-0185852, REC. 5/22/2014
10. 40' ROAD EASEMENT PER INST. #2014-0089118, REC. 3/11/2014
11. SLOPE EASEMENT PER INST. #2014-0089118, REC. 3/11/2014
12. SLOPE EASEMENT PER INST. #2014-0089121, REC. 3/11/2014
13. ROAD EASEMENT PER INST. #2014-0089121, REC. 3/11/2014
14. SLOPE EASEMENT PER INST. #2014-0089120, REC. 3/11/2014
15. ROAD DESCRIPTION PER EXHIBIT B INST. #2014-0089120, NO DEDICATION, REC. 3/11/2014
16. E OF DRAINAGE EASEMENT PER INST. #2014-0089120, REC. 3/11/2014
17. E OF 71' DRAINAGE EASEMENT PER INST. #2014-0089123, RECORDED 3/11/2014
18. ROAD EASEMENT PER INST. #2014-0089122, REC. 3/11/2014
19. SLOPE EASEMENT PER INST. #2014-0089119, REC. 3/11/2014
20. EASEMENT TO SBCFC PER BOOK 1457/139 O.R.
21. EASEMENT FOR SLOPE, ACCESS, STORM DRAIN AND SLOPE DRAINAGE PURPOSES PER SBCT/FCD RIGHT OF WAY MAP DATED 1/23/96, UNRECORDED DOCUMENT, NO DEDICATION
22. ROAD EASEMENT PER SBCT/FCD RIGHT OF WAY MAP DATED 1/23/96, UNRECORDED DOCUMENT, NO DEDICATION

REVIEWED AND ACCEPTED BY
LADWP
POWER SYSTEM
RIGHT-OF-WAY ENGINEERING
INITIAL: D·N DATE: 06/01/21

1" = 200'

MARCH 25, 2021

Underground Service Alert
Call: TOLL FREE 811
WWW.call811.com
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
No. 10105 (RANCHO CUCAMONGA)
CITY OF RANCHO CUCAMONGA BENCH MARK F.D. 2" BRASS DISK "CITY OF RC BENCH MARK 10105 (1894.77)"
ELEVATION:1894.77

SEAL - ENGINEER
REGISTERED PROFESSIONAL ENGINEER DINESH R. SHAH No. C55078 CIVIL STATE OF CALIFORNIA

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE, CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
PROJECT ENGINEER C65078

FIELD BOOK REF.
MARK REVISIONS MARK DATE

COUNTY OF SAN BERNARDINO - SPECIAL DISTRICTS DEPARTMENT
ASSESSMENT DISTRICT 2018-1
APPROVED BY:
SPECIAL DISTRICTS DEPARTMENT DATE

ASSESSMENT DISTRICT 2018-1
RANCHO CUCAMONGA, CALIFORNIA
SNOWDROP ROAD
EASEMENT EXHIBIT

W.O. NO. 18-3006
ROAD NO.
FILE NO.
SCALE: HORIZ: AS SHOWN VERT: AS SHOWN
SHEET 19 OF 19

Exhibit C

Insurance Requirements

CONTRACT INSURANCE REQUIRMENTS -- DEPARTMENT OF WATER AND POWER

For Contractors, Service Providers, Vendors, and Tenants ATTACHMENT A

Agreement/Activity/Operation: License Agreement - Construct/Operate/Maintain Storm Drain and Appurtenances
Reference/Agreement: P-84990 - CERTIFICATE ACCEPTABLE (w/required scheduled endorsements)
Term of Agreement:
RE Officer: Asya Hybarger
Phone Number: (213) 202-0511

- Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- Firm 30 day Notice of Cancellation required.
- All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

(✓) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ($1,000,000.00)
- (✓) CA / All States Endorsement
- ( ) Jones Act (Maritime Employment)
- (✓) Waiver of Subrogation
- ( ) Other:
- ( ) US L&H (Longshore and Harbor Workers)
- ( ) Outer Continental Shelf
- ( ) Black Lung (Coal Mine Health and Safety)
- ( ) Other:

(✓) AUTOMOBILE LIABLITY: ($1,000,000.00)
- (✓) Owned Autos
- (✓) Hired Autos
- ( ) Contractual Liability
- ( ) MCS-90 (US DOT)
- ( ) Waiver of Subrogation
- ( ) Any Auto
- (✓) Non-Owned Auto
- (✓) Additional Insured
- ( ) Trucker's Form
- ( ) Other:

(✓) GENERAL LIABILITY: ( ) Limit Specific to Project ( ) Per Project Aggregate ($5,000,000.00)
- (✓) Property Damage
- (✓) Premises and Operations
- ( ) Fire Legal Liability
- ( ) Corporal Punishment
- ( ) Watercraft Liability
- ( ) Waiver of Subrogation
- ( ) Marine Contractors Liability
- (✓) Contractual Liability
- (✓) Products/Completed Ops.
- ( ) Garagekeepers Legal Liab.
- (✓) Collapse/Underground
- ( ) Pollution
- ( ) Airport Premises
- ( ) Other:
- (✓) Personal Injury
- (✓) Independent Contractors
- ( ) Child Abuse/Molestation
- ( ) Explosion Hazard
- (✓) Addition Insured Status
- ( ) Hangarkeepers Legal Liab.
- ( ) Other:

( ) PROFESSIONAL LIABILITY: ( )
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Waiver of Subrogation
- ( ) Vicarious Liability Endt.
- ( ) 3 Year Discovery Tail
- ( ) Other:

( ) AIRCRAFT LIABILITY: ( )
- ( ) Passenger Per Seat Liability
- ( ) Pollution
- ( ) Contractual Liability
- ( ) Additional Insured
- ( ) Hull Waiver of Subrogation
- ( ) Other:

( ) PROPERTY DAMAGE: ( ) Loss Payable Status (AOIMA) ( )
- ( ) Replacement Value
- ( ) All Risk Form
- ( ) Builder's Risk:$
- ( ) Transportation Floater:$
- ( ) Scheduled Locations/Propt.
- ( ) Actual Cash Value
- ( ) Named Perils Form
- ( ) Boiler and Machinery
- ( ) Contractors Equipment$
- ( ) Other:
- ( ) Agreed Amount
- ( ) Earthquake:
- ( ) Flood:
- ( ) Loss of Rental Income:
- ( ) Other:

( ) WATERCRAFT: ( )
- ( ) Protection and Indemnity
- ( ) Waiver of Subrogation
- ( ) Pollution
- ( ) Other:
- ( ) Additional Insured
- ( ) Other:

( ) POLLUTION: ( )
- ( ) Incipient/Long Term
- ( ) Waiver of Subrogation
- ( ) Sudden and Accidental
- ( ) Contractor's Pollution
- ( ) Additional Insured
- ( ) Other:

( ) CRIME: ( ) Joint Loss Payable Status ( ) Additional Insured ( )
- ( ) Fidelity Bond
- ( ) Employee Dishonesty
- ( ) Computer Fraud
- ( ) Other:
- ( ) Financial Institution Bond
- ( ) In Transit Coverage
- ( ) Commercial Crime
- ( ) Other:
- ( ) Loss of Monies/Securities
- ( ) Wire Transfer Fraud
- ( ) Forgery/Alteration of Docs.

( ) ASBESTOS LIABLITY: ( ) Additional Insured ( )

Insurance Req (11/10/2021)

LADWP File No.: P-84990
REV. 12/2021

EXHIBIT D

STANDARD CONDITIONS FOR CONSTRUCTION

1. Energized transmission lines can produce electrical effects including, but not limited to, induced voltages and currents in persons and objects. Permittee hereby acknowledges a duty to conduct activities in such manner that will not expose persons to injury or property to damage from such effects.

2. The Los Angeles Department of Water and Power (LADWP) personnel shall have access to the right of way at all times.

3. Unauthorized parking of vehicles or equipment shall not be allowed on the right of way at any time.

4. Unauthorized storage of equipment or material shall not be allowed on the right of way at any time.

5. Fueling of vehicles or equipment shall not be allowed on the right of way at any time.

6. Patrol roads and/or the ground surfaces of the right of way shall be restored by the Permittee to original conditions, or better.

7. All trash, debris, waste, and excess earth shall be removed from the right of way upon completion of the project, or the LADWP may do so at the sole risk and expense of the Permittee.

8. All cut and fill slopes within the right of way shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust and erosion control protection of the right of way.

9. All paving, driveways, bridges, crossings, and substructures located within the right of way shall be designed to withstand the American Association of State Highway and Transportation Officials' vehicular loading H20-44 or HL-93. The design shall also comply with applicable design standards.

~~10. The location of underground pipelines and conduits shall be marked at all points where they cross the boundaries of the right of way and at all locations where they change direction within the right of way. The markings shall be visible and identifiable metal post markers for underground pipelines. Utility markers flush with surface may be used on pavement.~~

11A. General Grounding Condition

All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right of way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right of way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric Code, Article 250.

~~11B. Grounding Condition for Cellular Facilities on Towers~~

~~All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right of way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right of way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with American National Standards Institute of Electrical and Electronics Engineers Standard 487-latest edition, IEEE Guide for Safety in AC Substation Grounding.~~

12. Permittee shall neither hold the LADWP liable for nor seek indemnity from the LADWP for any damage to the Permittee's project due to future construction or reconstruction by the LADWP within the right of way.

13. Fires and burning of materials is not allowed on the right of way.

14. Permittee shall control dust by dust-abatement procedures approved by the LADWP, such as the application of a dust palliative or water.

15. The right of way contains high-voltage electrical conductors; therefore, the Permittee shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes, including the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.

16. Permittee is hereby notified that grounding wires may be buried in the right of way; therefore, the Permittee shall notify the LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, at least 48 hours prior to the start of any construction activities in the right of way.

~~17A. Vehicle Parking~~

~~An area within 50 feet around the base of each tower must remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray. Clearances of 100 feet may be required under circumstances where access is limited.~~

~~17B. Trucking Operations and Storage Operations~~

~~An area within 50 feet around the base of each tower must remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray. Clearances of 100 feet may be required under circumstances where access is limited.~~

~~17C. Permanent Structures~~

~~An area within 100 feet on all sides of each tower shall remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray.~~

18. Detailed plans for any grading, paving, and construction work within the right of way shall be submitted for approval to the Real Estate Services, 221 N. Figueroa St., Suite 1600, Los Angeles, California 90012, no later than 45 days prior to the start of any grading, paving, or construction work. Notwithstanding any other notices given by Permittee required herein, Permittee shall notify the LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, no earlier than 14 days and no later than two days prior to the start of any grading, paving, or construction work.

19. "As Constructed" drawings showing all plans and profiles of the Permittee's project shall be furnished to the Real Estate Services, 221 N. Figueroa St., Suite 1600, Los Angeles, California 90012, within five days after completion of Permittee's project.

20. In the event that construction within the right of way is determined upon inspection by the LADWP to be unsafe or hazardous to the LADWP facilities, the LADWP may assign a line patrol mechanic at the Permittee's expense.

21. If the LADWP determines at any time during construction that the Permittee's efforts are hazardous or detrimental to the LADWP facilities, the LADWP shall have the right to immediately terminate said construction.

22A. All concentrated surface water which is draining away from the permitted activity shall be directed to an approved storm drain system where accessible, or otherwise restored to sheet flow before being released within or from the right of way.

22B. Drainage from the paved portions of the right of way shall not enter the unpaved area under the towers. Drainage diversions such as curbs shall be used on three sides of each tower. The open side of each tower shall be the lowest elevation side to allow storm water which falls under the tower to drain. The area under the towers shall be manually graded to sheet flow out from under the towers.

22C. Ponding or flooding conditions within the right of way shall not be allowed, especially around the transmission towers. All drainage shall flow off of the right of way.

22D. Permittee shall comply with all San Bernardino County Municipal Storm Water Permit and Standard Urban Storm Water Mitigation Plan requirements.

23A. Fills, including backfills, shall be in horizontal, uniform layers not to exceed six inches in thickness before compaction, then compacted to 90 percent relative compaction in accordance with the American Society for Testing and Materials D1557.

~~23B. The top two inches to six inches of the concrete footings of the towers shall remain exposed and not covered over by any fill from grading operations.~~

~~23C. Permittee shall provide the LADWP with one copy each of the compaction report and a Certificate of Compacted Fill, for clean fill compaction within the LADWP's right of way in accordance with the American Society for Testing and Materials D1557, approved by a geotechnical engineer licensed in the State of California.~~

~~24. A surety bond in the amount to be determined by the LADWP shall be supplied by the Permittee to assure restoration of the LADWP's right of way and facilities, and compliance with all conditions herein.~~

25. The Permittee shall obtain and pay for all permits and licenses required for performance of the work and shall comply with all laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.

~~26. The term "construction", as used herein, refers only to that construction incidental to the maintenance or repair of the existing (requested facility) and shall not be construed to mean permission to construct any additional (requested facility).~~

~~27. Signs shall not exceed four feet wide by eight feet long, shall not exceed a height of 12 feet, shall be constructed of noncombustible materials, and shall be installed manually at, and parallel with, the right of way boundary.~~

~~28. Remote-controlled gates, or lock boxes containing the device or key for opening the remote-controlled gates, shall be capable of being interlocked with an LADWP padlock to allow access to the right of way by the LADWP. Permittee shall contact LADWP's Transmission Construction and Maintenance Business Group at (818) 771-5014, or (818) 771-5076, to coordinate the installation of an LADWP padlock.~~

29. Permittee's cathodic protection system, if any, shall have a design that does not cause corrosion to LADWP facilities. A detailed design of the Permittee's cathodic protection system shall be submitted for approval to the Real Estate Services, 221 N. Figueroa St., Suite 1600, Los Angeles, California 90012, no later than 45 days prior to the start of construction or installation of the cathodic protection system.

~~30A. Permittee shall install K-rails at a distance of ten feet from each side of the tower base for protection of towers. A distance of five feet from the tower base may be acceptable in locations where the patrol roads would be obstructed.~~

~~30B. Permittee shall install removable pipe bollards, spaced four feet apart, and at a distance of ten feet from each side of the tower base for protection of towers. A distance of five feet from the tower base may be acceptable in locations where the patrol roads would be obstructed.~~

31A Permittee shall provide and maintain a minimum 20-foot wide transition ramp for the patrol roads from the pavement to the ground surface. The ramp shall not exceed a slope of ten percent.

31B. Permittee shall provide and maintain a minimum 20-foot wide driveway and gate at all locations where the (road/street) crosses the LADWP's patrol roads. The designed gates must be capable of being interlocked with an LADWP padlock to allow access to the right of way by the LADWP.

~~32. Permittee shall post a sign on the entrance gate to the right of way, or in a visible location inside the entrance gate, identifying the contact person's name and telephone number for the prompt moving of (vehicles/trucks/trailers/containers) at times of LADWP maintenance or~~

~~emergency activities, or any other event that (vehicles/trucks/trailers/containers) must be moved. In emergency conditions, the LADWP reserves all rights at any time to move or tow (vehicles/trucks/trailers/ containers) out of specific areas for any transmission operation or maintenance purposes.~~

EXHIBIT E

Understanding EMF
Electric and Magnetic Fields

LADWP Position Statement on EMF can be found at the following link: LADWP Position Statement on Electric & Magnetic Fields (EMF)

During recent years, questions have been raised about the possible health effects of 60-hertz (power frequency) electric and magnetic fields (EMF), which are found wherever you have electricity. This document contains easy-to-read information that will help you understand the EMF issue, plus practical tips you can use if you want to reduce your exposure at home and at work.

Can EMF Harm Your Health?

Electric and magnetic fields (EMF) are present wherever electricity flows - around appliances, power lines, in offices, schools, and homes. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low but warrants further investigation. Most, but not all, childhood studies have reported a weak association between estimates, but not direct measures, of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Laboratory experiments have shown that magnetic fields can cause changes in living cells. It is not clear whether these changes suggest any risk to human health.

Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful.

The Two Types of Fields

60-HERTZ MAGNETIC FIELDS	**60-HERTZ ELECTRIC FIELDS**
Can pass through most objects.	Can be blocked or partially shielded.
Get weaker with distance.	Get weaker with distance.
Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.	Are produced by the voltage - or electrical "pressure" - in a wire, such as when an appliance is plugged in (but not turned on).

Magnetic Field Measurements

Magnetic Fields in the Home

Measurements are in milligauss (mG)

Home Appliances at	***1.2" away***	***12" away***	***39" away***
Microwave Oven	*750 to 4,000 mG*	*40 to 80 mG*	*3 to 8 mG*
Clothes Washer	*8 to 400 mG*	*2 to 30 mG*	*0.1 to 2 mG*
Electric Range	*60 to 2,000 mG*	*4 to 40 mG*	*0.1 to 1 mG*
Fluorescent Lamp	*400 to 4,000 mG*	*5 to 20 mG*	*0.1 to 0.3 mG*
Hair Dryer	*60 to 20,000 mG*	*1 to 70 mG*	*0.1 to 3 mG*
Television	*25 to 500 mG*	*0.4 to 20 mG*	*0.1 to 2 mG*

Source: Adapted from Gauger 1985

Magnetic Fields Outside

(Maximum range in California utilities will vary.)

Distribution Lines	1 to 80 milligauss under the line
Transmission Lines	1 to 300 milligauss edge of right-of-way

Research Is Ongoing

A number of research studies are now under way to determine if magnetic fields do pose any health risk and, if so, what aspect of the fields might be harmful. For example, at this time, no one knows whether the length of time in a field, the field strength, going "in and out" of a field, or combinations of these with other factors might be relevant.

What Is Being Done About EMF in California?

As a result of a 1993 decision by the California Public Utilities Commission, an EMF research and information program has been established. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. However, if you feel reducing your exposure would be beneficial, you can increase your distance from electric appliances and/or limit the amount of time you use appliances at home or at work.

For instance:

- You can place telephone answering machines and electric clocks away from the head of your bed.
- You can increase your distance from appliances such as televisions, computer monitors and microwave ovens.
- You can also reduce your EMF exposure by limiting the time you spend using personal appliances such as hair dryers, electric razors, heating pads and electric blankets.
- You can limit the time you spend using electric cooking appliances.
- You can locate sources of EMF in your work environment and spend break time in lower- field areas.

It is not known whether such actions will have any impact on your health.

To summarize:

- EMF exists wherever there is electricity: in homes, in workplaces, and near power lines. Electric fields exist whenever equipment is plugged in, but magnetic fields exist only when equipment is turned on. Both types of fields get weaker with distance from their source.
- Until more is known, your best strategy is to stay informed and, if you think it is necessary, to limit your exposure. You may be able to reduce your exposure by identifying EMF sources, changing the way you use electric appliances, and increasing your distance from EMF sources.

For More Information Contact Us:

- Call: LADWP EMF Inquiry Line - (213) 842-0221
- Email: EMF@ladwp.com
- Mail:
  Los Angeles Department of Water and Power EMF and Education
  111 North Hope Street, Room 1044 Los Angeles, CA 90012
- Website: https://www.ladwp.com/emf

Links to other related sites

- **EMF Rapid Program**
  http://www.niehs.nih.gov/health/topics/agents/emf/
- **The BioElectro Magnetic Society**
  http://www.bioelectromagnetics.org/index.php
- **National Cancer Institute**
  https://www.cancer.gov/about-cancer/causes-revention/risk/radiation/electromagnetic-fields- fact-sheet
- **World Health Organization**
  https://www.who.int/peh-emf/publications/facts/fs322/en/
- **Center for Disease Control**
  https://www.cdc.gov/niosh/docs/96-129/

EXHIBIT F

ACCESS ROAD DESIGN CRITERIA

1. When grading activity affects the Transmission Line access roads, the Licensee shall replace the affected access roads using the following access road design criteria. Typical Road Sections are illustrated in Attachment.

2. The access road right-of-way width shall be 50 feet minimum.

3. The access road drivable width shall be 20 feet minimum, and increased on curves by a distance equal to 400 divided by the radius of curve. Additional width on either side of the road shall be provided for berms and ditches, as detailed in the attached Typical Road Sections.

4. The minimum centerline radius of curves shall be 50 feet.

5. The vertical alignment grades shall be limited to 10 percent or paved at a maximum of 15 percent.

6. Roads entirely located on fills or with cross sections showing more than 30 percent fill along the drivable width of the road require paving.

7. Intersections or driveways shall have a minimum sight distance of 300 feet in either direction along the public street.

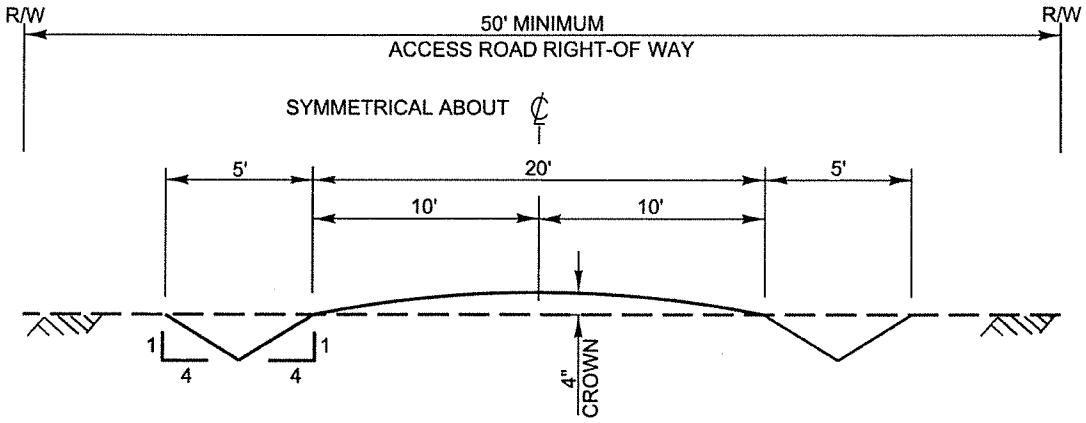
8. The Licensee shall provide a commercial driveway at locations where the replaced access roads terminate at, or cross public roads.

9. The Licensee shall provide lockable gates on LADWP property or easement at locations where access roads terminate or cross public roads.

Notes:

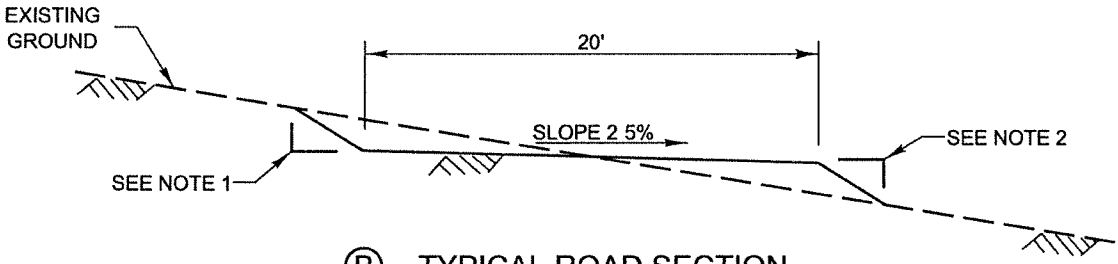
1. Cut Slope shall not exceed the following:
    a. 2 Horizontal to 1 Vertical in loos or unstable material.
    b. 1 Horizontal to 1 Vertical in compacted material.
    c. 1/2 Horizontal to 1 Vertical in solid rock.
2. All fill slopes shall be 2 Horizontal to 1 Vertical or flatter.
3. Where Solid Rock is encountered the 4" crown and, or side ditches may be eliminated where directed by the engineer.

LOS ANGELES DEPARTMENT OF WATER AND POWER
TRANSMISSION LINE ACCESS ROAD DETAILS



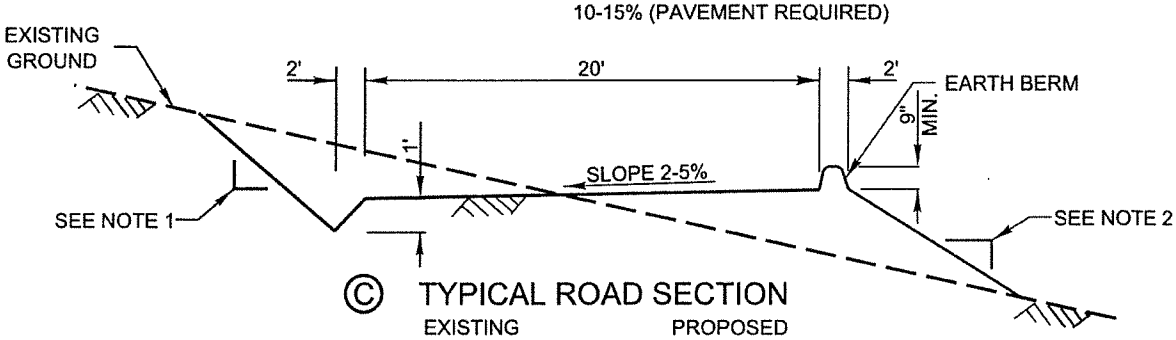
Ⓐ TYPICAL ROAD SECTION

EXISTING CROSS SLOPE	PROPOSED ROAD GRADE
≤ 5%	≤ 10%
	10-15% (PAVEMENT REQUIRED)



Ⓑ TYPICAL ROAD SECTION

EXISTING CROSS SLOPE	PROPOSED ROAD GRADE
5-15%	≤ 10%
	10-15% (PAVEMENT REQUIRED)



Ⓒ TYPICAL ROAD SECTION

EXISTING CROSS SLOPE	PROPOSED ROAD GRADE
15 50%	≤ 10%
	10-15% (PAVEMENT REQUIRED)

Revised 6/30/2022

EXHIBIT G

Required Maintenance, By Licensee, of the Licensed Area, Landscaping, Parkways, Between Fences, and Public Street

1) WORK

   a) Landscape maintenance to include turf, shrub, tree, curb, walkway, and gutter maintenance.

2) TURF CARE

   a) MOWING: Turf shall be mowed twice a month within a rotary or reel type mower. Height of cut shall be ¾" of an inch. When mowing, a grass catcher must be used.

   b) EDGING/TRIMMING: The edge of the grass shall be trimmed to a near and uniform line. Trim around all obstacles (sprinkler heads, valve box, backflow prevention device, etc.) to the same height and frequency as the rest of the lawn.

3) SHRUBS

   a) PRUNING: All shrubs shall be pruned to a height of no more than 4 feet and no less than 3 feet. Remove all clippings the same day as pruning.

   b) TRIMMING: Restrict growth of shrubbery to area behind curbs, and walkways, and keep within planter beds, away from wall and fences by 3 feet.

   c) REPLACEMENT: All damage, diseased, (untreatable) or dead shrubs due to licensee's negligence will be replaced at the Licensee's expense.

4) TREE MAINTENANCE OF EXISTING TREES

   a) Maintain a 9-foot clearance for branches overhanging walk sand 14-foot clearance for branches overhanging beyond curb line, into the paved section of streets, where applicable. Maximum height of trees shall be no more than 15 feet, unless otherwise approved by the Los Angeles Department of Water and Power (LADWP). Tree maintenance of all existing protected trees, as defined by the State, County, or City having jurisdiction thereover, shall be performed by or under the direction of an International Society of Arboriculture Certified Arborist.

   b) Remove all dead, broken diseased, insect infested branches, and stubs of any tree throughout the facilities.

c) Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.

d) Remove weight off limbs that are likely to cause breakage. Remove cross limbs, water sprouts, and suckers.

e) All vines growing on trees shall be removed without injury to the trees.

f) Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wood by callus growth. This requires that the wound be as small as practicable, the cut be reasonably flush within the shoulder area, and that the cambium tissues at the edge of the cut be alive and healthy.

g) Treatment of pruning cuts shall require that all cuts, new and old, one inch (1") in diameter or larger, be covered with an approved tree wood dressing.

h) Trimming of the trees should also provide adequate clearance for any obstructed traffic control signs and signals, street light standard, mast-arm, globe, signs, yard lights, windows, entry ways, and private property.

5) WEED CONTROL

a) Control weed and noxious grass growth in turf and shrub beds, and curb gutter expansion joints and walkway expansion joints and cracks.

b) Weeds will be removed from all planted, areas, curbs, gutter, and walkway areas within a 10-day period from the time that they are first visible.

c) The removal method can incorporate one or both of the following x Hand removal x Cultivation

6) IRRIGATION

a) Irrigation (including hand watering), as required to maintain adequate growth and appearance, shall be in accordance with a schedule most conducive to plant growth.

b) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, and humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather and/or hand watering with portable sprinklers.

7) TRASH, GATES & FENCES, TRIMMING

a) Remove all litter, trash and debris from the turf, curb, fences, gates, entry ways, and walkway, especially the area from the curb to the fence. This includes the public sidewalk, parkways, and greenbelt.

b) Gates and fences should be maintained in their original condition, unless directed otherwise in writing by LADWP.

c) All shrubbery, plants, vines, etc. should be trimmed, maintained, and kept in a neat, clean, and orderly manner.

Exhibit H

GENERAL GUIDELINES FOR ALL SECONDARY LAND USE PROGRAMS

(Transmission Line Rights-of-Way)

1. User acknowledges and recognizes that power transmission line rights-of-way are integral component of the transmission line system which provide electric power to the City of Los Angeles and other local communities. Their use is regulated under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and North American Electric Reliability Council (NERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The transmission line rights-of-way serve as platforms for access, construction, operation, maintenance, facility expansion and emergency operations. Therefore, the User's possessory rights may from time to time be subject to temporary or permanent disruption caused by such operations or rules/regulations issued by FERC/NERC.

2. To comply with NERC Standard FAC-003-1, LADWP's Transmission Vegetation Management Program (as last revised) defines parameters restricting where trees are allowed on transmission line rights-of-way. Existing trees may be removed by LADWP. User shall not plant trees within the transmission line rights-of-way. Unauthorized trees planted by User shall be removed upon demand by LADWP and at the expense of the User.

3. Agreement term of all secondary land uses shall be five years or less, unless otherwise stated on the Agreement.

4. LADWP reserves the right to license/lease/permit other uses within the transmission line right-of-way which would not conflict with the proposed secondary land use, or conflict with User's use of the transmission line right-of-way.

5. Upon initial application, the User shall provide, if required, a preliminary design of proposed improvements for LADWP review. Prior to construction or occupancy, User shall provide a detailed layout plan for review and approval of LADWP. The layout plan will include, but not be limited to, location of towers, transmission line rights-of-way boundaries, paved area(s), location of a required patrol road, distances between the towers and the conductor drip lines, landscaping areas, a drainage plan, all above-ground metal structures including but not limited to, pipes, fencing, lighting supports, and a lighting scheme, if required.

6. The granting of an Agreement for secondary land use will apply to transmission line rights-of-way that are rated up to 500 kV. Induction forces emanating from transmission lines may cause inconvenience and discomfort associated with static discharges. User must post a prominently displayed "shock or hazard warning" sign. Some secondary land uses may not be allowed under transmission line rights-of-way that are rated 345 kV and above. See specific secondary land use guidelines for allowable uses.

7. The area governed by any Agreement cannot segment the transmission line rights-of-way in such a manner that the remaining area is rendered useless for other secondary land use activities. LADWP may require the User to license/lease the entire segment of the transmission line right-of-way. Furthermore, the area selected must not create a security problem for LADWP.

8. Use of the transmission line rights-of-way may be subject to existing easements or Agreements. Real Estate will provide general information regarding the existing uses and associated improvements. User shall be responsible for the identification and protection of the existing facilities during construction of approved improvements. User shall provide reasonable access to any other Users or easement holders.

9. The Agreement will require a surety bond provided by the User in an amount to be determined by LADWP. Such bond will be sufficient enough to assure restoration of LADWP's property to its pre-licensed/leased condition and shall comply with all stipulated terms and conditions of the Agreement.

10. The latest Risk Management insurance requirements, liability conditions, and indemnification shall apply.

11. At User's expense, User shall be responsible for obtaining all conditional use permits, all environmental documents such as California Environmental Quality Act documents, if applicable, all environmental permits, and use the licensed area for secondary land use activities only. Furthermore, User shall comply with all current and future applicable laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.

12. All Federal, State, local permits, and related governmental requirements to develop the licensed area (building permits, conditional use permits, environmental impact reports, public hearing, USA underground service alert, etc.) will be the responsibility of the User.

13. User shall be required to comply with all applicable City, County, State, and Federal Storm Water Permit and Standard Urban Storm Water Mitigation requirements.

14. User will be required to comply with existing regulations, but not limited to Federal, State and local laws, regulations, permits and requirements, regarding the use and disposal of pollutants, contaminants and hazardous wastes or substances on the licensed/leased/permitted area. User will be responsible for clean-up of any spills, leakage or discharges of such substances on the licensed/leased/permitted area.

15. The transmission line right-of-way may contain low-voltage and high-voltage electrical conductors and above and below ground structures; therefore, the User shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes including, but not limited to the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; NEC, and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction, and General Order 128, Rules for Underground Electric Line Construction.

16. Because of overhead electrical conductors, User shall use only such equipment as is consistent with the terms of safety ordinances or statutes, and generally accepted safety practices.

17. All above ground metal structures including, but not limited to, pipes, drainage devices, fences, bridge structures, and lighting supports located within or adjoining the transmission line rights-of-way shall be properly grounded, in accordance with the California Code of Regulations, Title 8, Section 2941, and/or National Electrical Code (NEC), Article 250, and local applicable codes.

18. Overhead telephone and power cables shall be permitted only at the edge of the transmission line rights-of-way. Communications and electric power crossings of LADWP's transmission line rights-of-way shall be underground and must be approved by LADWP's Transmission Construction and Maintenance Group prior to installation.

19. Unless written authorization from LADWP is obtained, no above-ground temporary or permanent structures are allowed in the transmission line rights-of-way.

20. All grading, storm drains, structural, and developmental drawings (site plans) must be approved by LADWP prior to any development/improvement.

21. LADWP may access the facilities at any time with no notice for an emergency purpose, for routine maintenance, site inspection, and with up to 180 days' notice for capital projects and construction purposes. Rent will not be abated for disruption of business or loss of use due to routine maintenance functions. Rent may be abated on a pro-rata basis for loss of use during emergency conditions or construction at the sole discretion of LADWP.

22. When required for emergency restoration work or normal maintenance operation on the transmission system, User shall be required to cooperate promptly and diligently with LADWP's effort to move vehicles, materials, and or equipment out of specific areas required to perform routine or emergency work or operations. Under emergency conditions, LADWP reserves all rights at any time to move or tow vehicles, materials, and or equipment out of specific areas for any transmission operation or maintenance purposes at the expense of User.

23. Cross fencing will generally not be permitted except at natural boundaries, roadways, and existing railroad crossings. At those locations, gates adequate to allow access by LADWP vehicles will normally be required. All improvements, including fencing, on LADWP transmission line rights-of-way are subject to the written approval of LADWP. Requests for cross fencing and other exceptions will be reviewed on a case-by-case basis. If additional fencing is approved, it shall be installed at the User's expense. Such fencing shall become the property of LADWP should the Agreement be terminated. If LADWP requires the fence to be removed, it will be done at User's expense.

24. A suitable access to the transmission line rights-of-way through 20-foot-wide gates with the ability to have multiple interlocking bail-type padlocks must be provided to permit entrance of LADWP vehicles. User shall contact the Right of Way Group at (213) 367-2972 to coordinate the installation of a LADWP padlock on the gates.

25. A permanent, unobstructed 20-foot patrol road, accessible at all times by LADWP maintenance personnel shall be provided and maintained. A wider patrol road width will be required on curved segments. The patrol road must remain open and unobstructed, excluded from any watering, and

kept as dry as possible at all times. The patrol road shall be located in the center of the transmission line right-of-way unless specified elsewhere by the Agreement.

26. The designated patrol road must be designed to withstand a combined weight of 40,000 pounds in accordance with the American Association of State Highway and Transportation Officials H20-44-wheel loadings. There must also be a sufficient turning radius at all patrol road junctures to allow large LADWP maintenance vehicles to maneuver. The minimum turning radius on all patrol roads and intersections is 80 feet. Areas outside of the designated patrol roads may be designed to a lesser standard if User holds LADWP harmless for any damages incurred as a result of LADWP operations.

27. No ponding shall be allowed within the transmission line rights-of-way. Grading shall be designed so as to eliminate all ponding conditions within the transmission line rights-of-way.

28. An area at least 50 feet around the base of each tower, measured from the outermost surfaces of the footings, must remain open and unobstructed for necessary maintenance, including periodic washing of insulators by high-pressure water spray. Clearances of 100 feet may be required under circumstances where access is limited.

29. In the vicinity of the towers (not within patrol roads), decomposed granite or other nonorganic materials, which vehicles can drive on and intended to discourage pedestrian traffic from being in the area, may be required.

30. Protective barriers may be required to protect towers. Acceptable barriers include, but are not limited to, curbs, removable bollards, and k-rails.

31. No benches, boulders, ornamental structures are allowed in the transmission line rights-of-way.

32. No improvements of any kind may be installed in the transmission line rights-of-way without the written permission of LADWP.

33. No vehicles may be inhabited while parked on the transmission line rights-of-way.

34. No unleashed animals (six-foot leash maximum) are allowed underneath the transmission line rights-of-way. Further, no animals shall be utilized for security measures or be housed on the transmission line rights-of-way, unless otherwise approved by LADWP in writing.

35. Storage of hazardous waste and flammable materials is not permitted within the transmission line rights-of-way area.

36. User shall be responsible for maintenance of the entire transmission line rights-of-way within the limits of the Agreement in a neat, clean, and weed-free condition, including landscaping and parkways between fences and public streets.

37. User shall be required to post a sign on site containing the contact person and a telephone number in the event that vehicles must be moved.

38. Vehicles parked under the transmission line rights-of-way may be subject to water spotting from occasional transmission line insulator washing operations. User must post a prominently displayed sign stating, "This area may be subject to water spotting at any time from transmission line insulator washing operations".

39. Vehicles carrying any flammable, explosive, or corrosive loads, including hazardous materials or hazardous wastes, or "placarded loads" (defined as those which are required by law or regulation to carry signs defining its contents for public safety) shall not be allowed within the transmission line rights-of-way area at any time.

40. User shall take all reasonable measures to minimize disturbances to neighboring businesses or residences, including but not limited to control of dust from their activities and noise, and shall be responsible for resolving any complaints/disputes from adjacent property owners or the public to the satisfaction of LADWP.

41. Temporary advertising banners/signage, if allowed, may only be attached to the transmission line right-of-way fencing. The banners/signage may not be larger in size than the fencing, must be of flame-retardant material, must be mounted with grommets and metal fasteners every 24 inches around the perimeter, and must meet any local advertising ordinances. Free standing signs shall be subject to the written approval of LADWP.

42. Any lighting proposals shall be submitted to and approved by LADWP's Transmission Construction and Maintenance Division prior to installation.