



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

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December 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PROPOSED SALE OF A PORTION OF A LOS ANGELES COUNTY
INTERNAL SERVICES DEPARTMENT MAINTENANCE YARD AND
GRANT A LICENSE AGREEMENT TO THE METRO GOLD LINE
FOOTHILL EXTENSION CONSTRUCTION AUTHORITY
(FIFTH DISTRICT)
(4 VOTES)**

SUBJECT

Approve the granting of a license agreement and sale of surplus Los Angeles County real property to the Metro Gold Line Foothill Extension Construction Authority (Metro) for public rail transit improvements. The property to be acquired by Metro consists of approximately 420 square feet of surplus property currently used for storage as part of the Internal Services Department (ISD) Maintenance Yard (Yard) located at 1703 South Mountain Avenue in the City of Monrovia, California (Property). The Property is a portion of Assessor's Parcel Number 8513-012-900.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the property, as shown on the map and legally described in the Quitclaim Deed, is not required for County use, and is surplus to any immediate or foreseeable County need.
2. Find that the proposed actions are categorically exempt from the California Environmental Quality Act according to Sections 15301 and 15312, and Classes 1 and 12 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, because the actions consist of the grant of a license agreement, minor alterations to an existing facility, and sale of surplus government property.
3. Approve the conveyance of the County's right, title, and interest in the Property for a purchase

price of \$22,500, and instruct the Chairman of the Board to consummate said transaction with Metro by executing the Sale and Purchase Agreement and Quitclaim Deed.

4. Instruct the Auditor-Controller and the Chief Executive Office to coordinate with Internal Services Department to deposit the sales proceeds into the appropriate fund.

5. Authorize the Chief Executive Office to execute any other documents necessary to complete the sale of the Property, and to execute the License Agreement upon approval as to form by County Counsel.

6. Authorize the Director of the Internal Services Department, or his designee to accept the donated improvements to be constructed by Metro.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the sale of surplus County Property, and the granting of a license agreement to Metro for the purpose of constructing public rail transit improvements adjacent to the Metro Gold Line in Monrovia.

The Metro Gold Line Foothill extension, currently under construction, is an 11.5-mile extension of the Metro Gold Line Rail Transit that will add six rail transit stations in the cities of Arcadia, Monrovia, Duarte, Irwindale, and Azusa. In coordination with ISD and the Chief Executive Office, Real Estate Division (CEO-RED), Metro has proposed purchasing the Property located in the southwest corner of the Yard, adjacent to the rail tracks on Duarte Road, and constructing a track bungalow at the location, as shown on the attached map.

In addition to paying the appraised value of \$22,500 for the Property, a License Agreement, negotiated by CEO-RED will obligate Metro to make minor improvements with an estimated value of \$36,040 to upgrade fencing, paving, grading, and drainage (Improvements) on a portion of the Yard. Metro will be responsible for the cost, design, and construction of the Improvements identified in the License Agreement. In the event the Improvements are not constructed by Metro before the License's 5-year term expires, the County will be entitled to receive the \$36,040 to fund the Improvements stated in the License Agreement.

The sale of the Property will facilitate the construction of the transit rail project, and meet the County's goal of providing transportation services to the public in the San Gabriel Valley.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of process, structure, and operations to support efficient public service. In this case, the sale of the Property will allow for the construction of a public transit through the Metro rail system, which supports efficient public services.

FISCAL IMPACT/FINANCING

The sales price for the Property totals \$22,500, which represents the fair market value established by an independent appraiser for the parcel and substantiated through a review of the appraisal report by the CEO-RED staff appraiser.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Property to Metro is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of the Board's intended action has been published in compliance with Governmental Code Section 6061. Notice was also given to the City of Monrovia (City) of the proposed sale as required by Government Code Section 54222.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the City's Planning Department, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. None notified the County of any intent to purchase or grant a license to the Property.

County Counsel has reviewed the Quitclaim Deed (Attachment 1), License Agreement (Attachment 2), and Sale and Purchase Agreement (Attachment 3) related to the proposed sale and grant, and has approved all three documents as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15301 and 15312 of the State of California CEQA Guidelines and Classes 1 and 12 of the Environmental Document Reporting Procedures and Guidelines, adopted by the Board on November 17, 1987, because the actions consist of the sale of surplus government property and a license agreement involving minor alterations to an existing facility.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ISD has indicated the proposed conveyance of the Property will have minimal impact to the Yard operations because this portion of the Property is presently used for storage. Staff from ISD will monitor the construction of the Improvements, and ensure that the terms of the License Agreement are satisfied.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two executed originals of the Sale and Purchase Agreement, a Quitclaim Deed for the Property, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

The Honorable Board of Supervisors
12/17/2013
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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
Metro Gold Line Foothill Extension *
Construction Authority *
406 E. Huntington Drive, Suite 202 *
Monrovia, CA 91016 *
Attention: Jerry Sims *

Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 8513-012-900 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic ("Buyer")

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Monrovia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and Exhibit B which are incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The condition that Buyer will cause to be constructed the improvements required by Seller in accordance with the License Agreement issued by the County of Los Angeles on December 17, 2013 and the Sale and Purchase Agreement executed by the Board of Supervisors on December 17, 2013. If any of the improvements have not been completed by Buyer and approved in writing by the County of Los Angeles Internal Services Department within five (5) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in the Sale and Purchase Agreement.
- d. In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Property at the fair market value, to be jointly determined by Buyer and Seller.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Don Knabe
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2013, the facsimile signature of _____, Chair, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By _____

Approved as to Form:
JOHN F. KRATTLI
COUNTY COUNSEL



Deputy

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL NUMBER GLFE 6019-A

THAT PORTION OF LOT 3, SECTION 36, TOWNSHIP 1 NORTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO ASUZA DE DUARTE, IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 THROUGH 82, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MOUNTAIN AVENUE, OF 42.00 FEET HALF WIDTH, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY, 50.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 24361, FILED IN BOOK 282, PAGES 50 THROUGH 55, INCLUSIVE, OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 219.13 FEET TO THE SOUTHEASTERLY CORNER OF DEED RECORDED AUGUST 10, 1956 AS INSTRUMENT NO. 1463, IN OFFICIAL RECORDS, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 21.00 FEET TO A LINE PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID DEED; THENCE ALONG SAID PARALLEL LINE, N00°01'30"W 20.00 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 NORTHERLY FROM SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE, N89°39'25"E 21.00 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY, S00°01'30"E 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 420 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


ARMANDO V. ABAD, P.L.S. 8445

9/5/13
DATE:

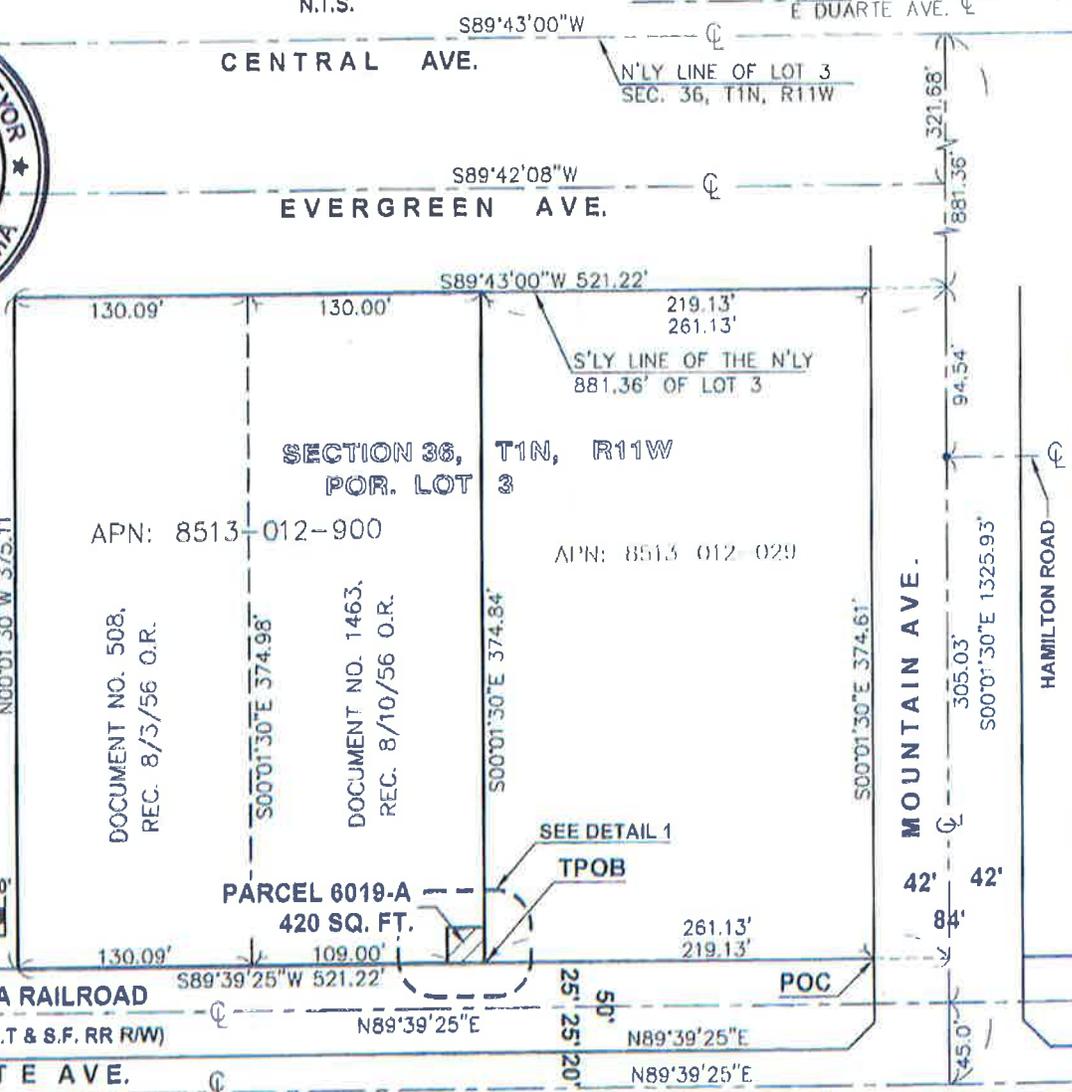
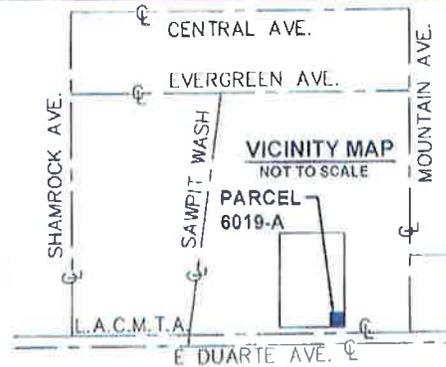
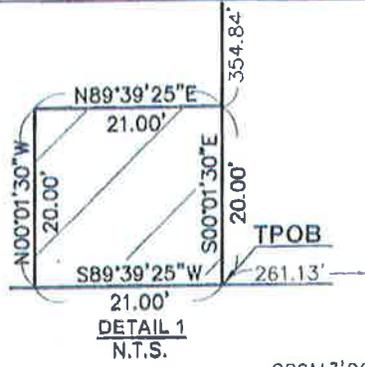


EXHIBIT "B"

OWNER: COUNTY OF LOS ANGELES	PORTION LOT 3 SECTION 36, T1N., R11W., SUBD. OF THE RANCHO ASUZA DE DUARTE, M.R. 6 / 80-82 IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES	ACCEPTED BY:
A.P.N. 8513-012-900		DATE:

BASIS OF BEARINGS:
THE BEARING N89°39'25"E OF THE CENTERLINE OF E DUARTE AVE. DERIVED FROM THE COORDINATES OF FOUND MONUMENTS AT COORDINATE SYSTEM CCS, ZONE 5, NAD 83, EPOCH 1995, IS THE BASIS OF BEARINGS OF THIS PLAT.

LEGEND:
GLFE-GOLD LINE FOOTHILL EXTENSION
POC - POINT OF COMMENCEMENT
TPOB - TRUE POINT OF BEGINNING
L.A.C.M.T.A.-LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION.

GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY		DATE: 09/05/2013
WAGNER ENGINEERING & SURVEY, INC.		SCALE: 1" = 100'
GOLD LINE FOOTHILL EXT. ACCEPTED BY:	1703 S. MOUNTAIN AVE. CITY OF MONROVIA, CA	REV. No. DATE:
CHECKED BY: L.S.:8445	PROJECT MANAGER DATE	REV. No. DATE:
SHEET 1 OF 1		GLFE PARCEL No 6019-A

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2013

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County" or "Licensor"),

AND

Metro Gold Line Foothill Extension Construction Authority ("Authority" or "Licensee").

RECITALS:

County is the owner of certain real property located at 1703 South Mountain Avenue, Monrovia, California, and is authorized to license use of the property pursuant to Government Code 25537; and

Licensee is desirous of using on a non-exclusive basis, only a portion of said real property, which is not required exclusively for County use.

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

1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees to the use, upon the terms and conditions hereinafter set forth, a space identified as a portion of the County's Internal Services Department Maintenance Yard ("Yard") located at 1703 S. Mountain Avenue Monrovia, California) (the "Licensed Area") as shown on Exhibit A, which is attached hereto and thereby made a part hereof.

1.02 The Licensed Area shall be used only by the Licensee for the purpose of designing, developing, and constructing improvements ("Improvements"), as identified in the County' Internal Services Department Improvements Agreement ("Improvement Agreement", attached to and incorporated herein as Exhibit B.

1.03 After Licensor has issued its "Notice of Acceptance of Improvements", said Improvements shall become Licensor's property and Licensee agrees never to assail, contest, or resist said title.

1.04 Licensee shall make no alterations or improvements to the Licensed Area that differentiates from those Improvements stated in the Improvement Agreement

without prior written authorization from County.

1.05 In the event that Licensee makes any alterations or improvements in violation of Section 1.02 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.02 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.06 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.07 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

1.08 Licensee acknowledges and agrees that, during the term hereof, County may elect to construct or cause to be constructed improvements on or affecting the Licensed Area, and in such event, Licensee acknowledges and agrees that certain portions of the Licensed Area may be unavailable for Licensee's use. Licensee further agrees not to interfere with any construction conducted on the Licensed Area.

2. **TERM**

2.01 The initial term of this License shall be for a period of five (5) years ("Initial Term") commencing upon execution of this License by the County (the "Commencement Date").

2.02 Neither party shall have the right to terminate this License prior to the expiration of the Term or during the Additional Term, except upon default of this License. The County will endeavor, but shall not be required, to give at least 30 days advance notice of such termination. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe condition.

3. PAYMENT

3.01 The estimated value of the Improvements to be constructed by Licensee on the Licensed Area is approximately \$36,040. In the event the Improvements are not fully completed by Licensee, Licensee agrees to pay Licensor \$36,040 before this License's term expires to fund said Improvements.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Design and Construction. Licensee shall be responsible for designing and constructing the Licensed Area in accordance with the Improvement Agreement. All documents and decisions impacting the Licensed Area are subject to review by the designated County representative. County shall reserve the right to supervise all work performed in the Licensed Area and as contemplated in the Improvement Agreement. Once established, no work shall take place without the consent of the County representative.

4.05 Maintenance. Licensee shall be responsible for the maintenance of the Licensed Area during construction of items contemplated in the Improvement Agreement. In the event Licensee fails to maintain the Licensed Area, County reserves the right to cure and bill Licensee for all costs.

4.06 Utilities. County shall be responsible for payment of electricity necessary

for operation of the Licensed Area. Licensee shall be responsible for payment of water necessary for operation of the Licensed Area.

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

4.07 Responsibility Limit. Licensee shall have no responsibility or obligation to provide any other services of any kind other than those described in this Agreement.

5. Amendments.

5.01 No representative of either County or Licensee, including those named in this Agreement, is authorized to make changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 5.

5.02 For any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by County and Licensee's authorized representative.

6. **INDEMNIFICATION AND INSURANCE REQUIREMENTS:** During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION

The Licensee and its agents, employees, invitees or visitors shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively "County Indemnitees"), from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees..

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition

to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Licensor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming County Indemnities have been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any Licensor required endorsement forms.
- Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division – Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee which arises from or relates to this License, and

could result in the filing of a claim or lawsuit against Licensee and/or Licenser.

B. Additional Insured Status and Scope of Coverage

County Indemnities shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the premises. Licenser's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licenser. The full policy limits and scope of protection also shall apply to the Licenser as an additional insured, even if they exceed the Licenser's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Change of Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this Contract

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee and pursue Licensee for reimbursement

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

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

F. Insurer Financial Ratings.

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

H. Waiver of Subrogation

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

F. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. Licensor Review and Approval of Insurance Requirements

The Licensor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Licensor’s determination of changes in risk exposures.

III. INSURANCE COVERAGE TYPES AND LIMITS

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County Indemnities as an additional insured, with limits of not less than:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 4 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee’s use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for Licensor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Licensor as their interests may appear.

E. Professional Liability/Errors and Omissions: Insurance covering Licensee's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Licensee's understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

F. Contractor(s) Insurance Requirements – Types and Limits: Licensee shall require it's general contractor ("Contractor") to maintain the following insurance:

1. **Builder's Risk Course of Construction Insurance.** Such coverage shall: Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant clean-up and removal, preservation of property, and full collapse coverage during construction (without restricting collapse coverage to specified perils). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment testing.

Be written on a completed value basis and cover the entire value of the construction, including any Licensee and County furnished materials and equipment, against loss or damage until completion accepted by Licensee.

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising injury	\$2 million
Each Occurrence:	\$2 million

The products/completed operations coverage shall continue to be maintained in the amount indicated above for at least 5 years from the date construction is completed and accepted by Licensee.

3. Automobile Liability insurance: Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for bodily injury property damage, in combined or its equivalent split limits, for each single accident. Such insurance shall cover liability arising out of Contractor's use of vehicles pursuant to this Project, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
4. Professional Liability/Errors and Omission insurance. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees arising from or related to the design and construction with limits of not less than \$1 million per occurrence and \$2 million in the aggregate. The coverage shall also provide an extended five years from the date the construction is completed and accepted by the Licensee and County.
5. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the indemnified Parties for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the Contractor is subject.
6. Asbestos or Pollution Abatement Liability Insurance: If construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos or pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than \$3 million.
7. Contractors Pollution Liability: Contractor and all Subcontractors shall be covered for pollution liability, including transportation and cleanup arising from the handling, application or other release of pollution from operations under this contract. Coverage shall be for sudden and accidental occurrences with limits no less than \$3 million. Coverage shall apply for the entire construction period and include coverage for completed operations for a period of at least then (10) years after final completion.
8. Performance Security Requirements. Prior to execution of the construction contract between Licensee and its Contractor ("Construction Contract"), the Contractor shall file surety bonds with the Licensee in the amounts and for the purposes noted below. All bonds issued in compliance with the Construction Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is

listed in the United States Department of Treasury's Listing of Approved Sureties Treasury (Circular 570) (see www.fms.treas.gov/c570/) and is satisfactory to the Licensee, and it shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both the Licensee's Contractor (as Principal) and the Surety.

The Licensee shall require its Contractor to provide two surety bonds with good and sufficient sureties: the first in the sum of not less than 80% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors and mechanics and laborers employed by the Contractor on the Work and the second in the sum of not less than 100% of the Contract price to assure the faithful performance of the Construction Contract.

9. The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until Work is completed and accepted by the Licensee, and until all claims for materials, labor and subcontracts are paid.
10. The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Construction Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Licensee, that all materials and workmanship supplied by Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the Licensee, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Licensee to do so, and to the approval of the department. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work under this Lease and for a period of one year after acceptance of the Work by the Licensee.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Licensee, said Contractor shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the Licensee that the surety or sureties are insufficient or unsatisfactory.

Licensee shall stipulate in the Construction Contract that no further payment shall be deemed due or will be made to Contractor until the new sureties shall qualify and be accepted by the Licensee.

6. TRANSFERS

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

7. NONDISCRIMINATION

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

8. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity. Notwithstanding anything to the contrary contained in this License, Licensee shall not be in default under this License and County not may terminate the License if: (1) Licensee cures the default within the thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but Licensee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

9. WAIVER

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

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

cumulative.

10. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

11. **ENFORCEMENT**

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

12. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

13. **NOTICES**

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

Metro Gold Line Foothill Extension Construction Authority
Attention: Habib Balian, CEO
406 E Huntington Drive, Suite 202
Monrovia, California 91016
hbalian@foothillextension.org

With a copy to:

Michael Estrada, Esq.
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
mestrada@rwglaw.com

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

Internal Services Department
Attention: Richard Bagdasarian
9150 E. Imperial Highway Mail Stop #19
Downey, CA 90242

with a copy to: Chief Executive Office
Real Estate Division - Property Management
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

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

14. **REPAIR OF DAMAGE**

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

15. **DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

16. **SOLICITATION OF CONSIDERATION**

16.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

16.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

17. CONFLICT OF INTEREST

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

18. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

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

19. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

20. TAXATION OF LICENSED AREA

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

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

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

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

21. **INTERPRETATION**

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

22. **GOVERNING LAW AND FORUM**

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

23. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Licensee has executed this Lease or caused it to be duly executed, and County of Los Angeles, pursuant to the order of the Los Angeles County Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board on the day, month and year first written above.

LICENSEE:

METRO GOLD LINE FOOTHILL
EXTENSION CONSTRUCTION
AUTHORITY

By  _____
Habib F. Balian, CEO

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By _____
Deputy

Date _____

COUNTY OF LOS ANGELES

WILLIAM T FUJIOKA
Chief Executive Officer

By _____

Date _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By  _____
Deputy

EXHIBIT "A"

(Following Page)

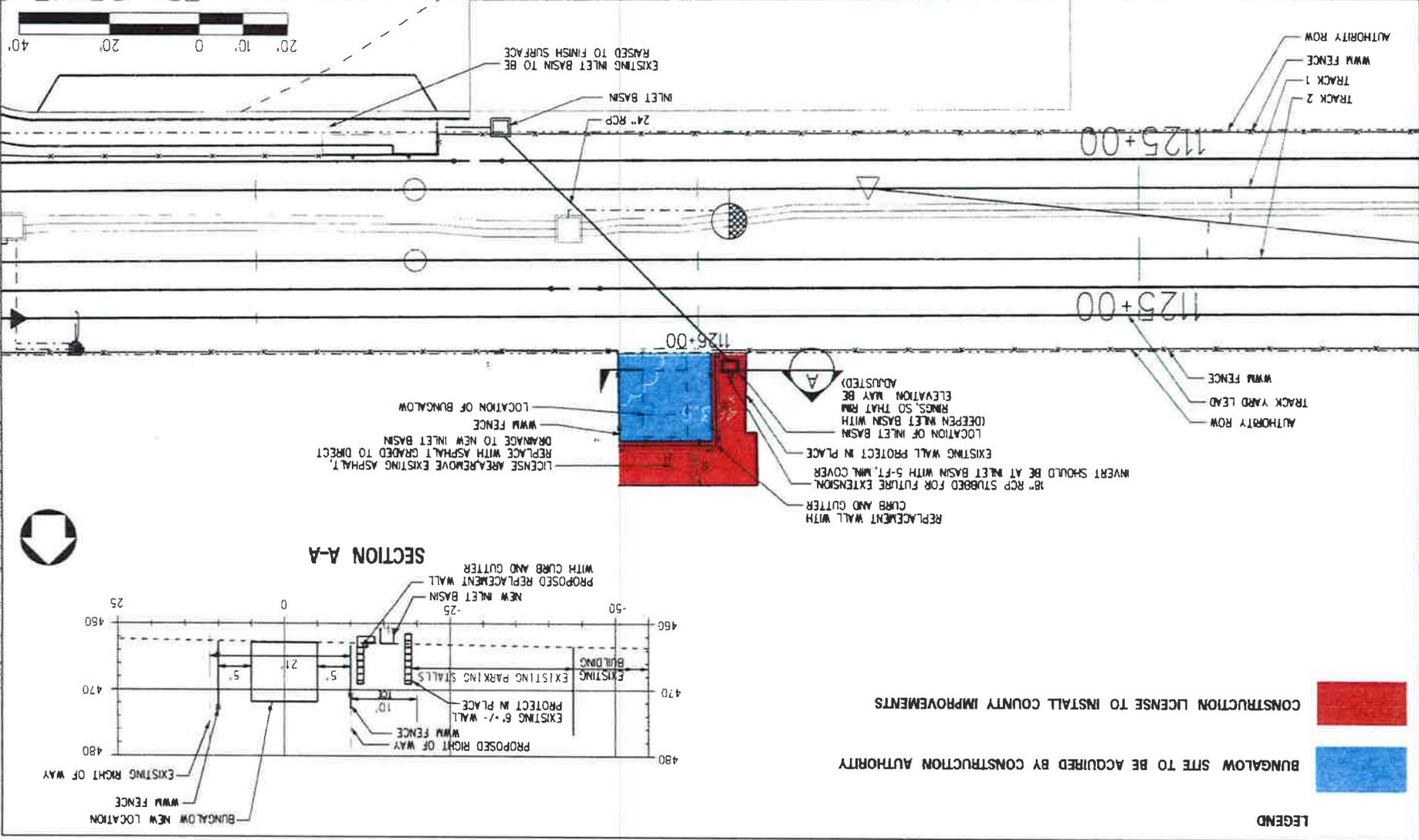
NO.	DATE	DESCRIPTION

Hill International
 Hill International
 1000 AVENUE OF THE STARS
 SUITE 1000
 FALLS CHURCH, VA 22044-1000
 TEL: 703/441-1000
 FAX: 703/441-1001
 WWW.HILLINTERNATIONAL.COM



METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY
 PASADENA TO AZUSA (CTRUS)
 GOLD LINE FOOTHILL EXTENSION
 ADVANCED CONCEPTUAL ENGINEERING
 INTERMODAL PARKING FACILITIES & ENHANCEMENTS
 EXHIBIT A

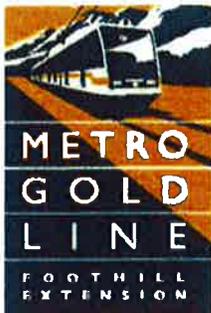
NO.	DATE	DESCRIPTION



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EXHIBIT "B"

(Following Page)



**Metro Gold Line Foothill Extension
Construction Authority**

406 E. Huntington Drive, Suite 202
Monrovia, CA 91016-3633

September 24, 2013

BLCA-COL-069

626-471-9050 ph
626-471-9049 fx

www.foothillextension.org

Board Members:

Doug Tessitor
Chair
Council Member,
City of Glendora
Appointee,
City of Pasadena

Sam Pedroza
1st Vice Chair
Council Member,
City of Claremont
Appointee of SGVCOG

Vacant
City of Los Angeles
Appointee,
City of Los Angeles

Paul S. Leon
Member
Mayor,
City of Ontario
Appointee,
City of South
Pasadena

John Fasana
Member
Council Member,
City of Duarte
Appointee, LACMTA

Bill Bogaard
Member, Non-Voting
Mayor,
City of Pasadena
Appointee, City of
Pasadena

Lara Larramendi
Member, Non-Voting
Governatorial
Appointee

Daniel M. Evans
Member, Non-Voting
City of
South Pasadena
Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non-Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Balian
Chief Executive Officer

David Yamashita
General Manager, Administration and Finance Service
Los Angeles County Internal Services Department
1100 N. Eastern Avenue
Los Angeles, California 90063

RE: County ISD Improvements Agreement

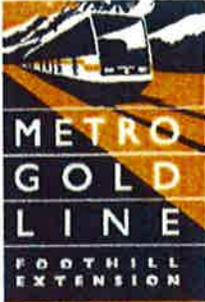
Dear Mr. Yamashita:

This letter serves as an agreement between Metro Gold Line Foothill Extension Construction Authority (Authority) and Los Angeles County Internal Services Department (ISD), for the acquisition by Authority of a portion of ISD's Monrovia facility, and the design and construction of various improvements at ISD's Monrovia facility. It is the intent of this agreement that the items set forth below establish the responsibilities of each party. In general, the Authority shall be responsible for the design, construction and administration of the improvements identified below and the Authority shall be responsible to pay all costs associated with the improvements.

In coordination with ISD, the Authority proposes to acquire from Los Angeles County the property located at the southeast corner of ISD's Monrovia property, adjacent to Authority's rail ROW, north of Duarte Road (the "Bungalow Site"). The Bungalow Site, approximately 420 square feet in area, is depicted on the attached Exhibit A. The Authority proposes to locate a train control bungalow on the Bungalow Site.

By this letter of agreement, the parties agree that:

1. ISD supports Los Angeles County's sale to Authority of the Bungalow Site.
2. ISD supports Los Angeles County's issuance to Authority of a License Agreement for temporary construction access to the area depicted on Exhibit A, to facilitate the construction of the train control bungalow and improvements described within this agreement.
3. Authority shall remove the existing perimeter wall and fence along the south and east boundary of the Bungalow Site, and install a perimeter wall and fence along the north and west boundary of the Bungalow Site, within the remaining ISD property, such that there is no access between the rail ROW and ISD's property. The replacement perimeter wall and fence shall match in kind to the existing wall and fence.
4. Authority shall install the following listed drainage improvements to direct drainage historically tributary to the southeast corner of the ISD property, and to replace three 4-inch wall cores which conveyed the drainage from ISD's property into the rail right-of-way. The drainage improvements shall include:



**Metro Gold Line Foothill Extension
Construction Authority**

408 E. Huntington Drive, Suite 202
Monrovia, CA 91016-3633

626-471-9050 ph
626-471-9649 fx

www.foothillextension.org

Board Members:

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Appointee,
City of Pasadena

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Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non-Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Balian
Chief Executive Officer

- a) An inlet basin with outlet pipe which will be connected to a downstream storm drain facility. The inlet basin shall be a minimum of five and half feet deep from grate to invert, with rings at the upper elevation, such that future adjustments can be made.
- b) An 18-inch RCP stub with plug, with a minimum of four feet of cover, on the north side of the inlet basin, such that a future extension of the storm drain can be installed.
- c) Curb and gutter along the replacement wall, with asphalt removal and replacement within the license area to transition the finish grades, and direct the drainage to the proposed inlet basin.

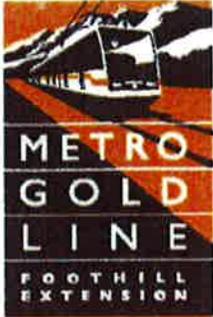
5. The obligations of Authority in Items 3 and 4, inclusive, are contingent upon recordation of the deed conveying to Authority fee title to the Bungalow Site property and the execution of the License Agreement described in Item 2, all in form reasonably satisfactory to Authority.

Any dispute between the parties concerning this Agreement shall be resolved by the Authority's Chief Executive Officer, or his/her designee and ISD's General Manager, or his/her designee.

If you are in agreement with the above, please execute this letter where indicated below and return it to me. For your convenience, a duplicate original is enclosed.

Sincerely,

Habib F. Balian
Chief Executive Officer



**Metro Gold Line Foothill Extension
Construction Authority**

406 E Huntington Drive, Suite 202
Monrovia, CA 91016-3633

626-471-9050 ph
626-471-9049 fx

www.foothillextension.org

AGREED:

Los Angeles County
Internal Services Department

Metro Gold Line Foothill
Construction Authority

Board Members:

Doug Tessitor
Chair
Council Member,
City of Glendora
Appointee,
City of Pasadena

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Appointee, City of
South Pasadena

Alan D. Warner
Member, Non-Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Ballan
Chief Executive Officer

By: 

Name David Yamashita
Title Administrative Deputy

Date: 10-29-13

By: 

Name Habib F. Ballan
Title Chief Executive Officer

Date: 10 31 13

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into this ____ day of _____ 2013, by and between the Metro Gold Line Foothill Extension Construction Authority ("Buyer" or "Authority"), a public body, corporate and politic, and the County of Los Angeles ("Seller" or "County") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

A. The surplus real property being conveyed is comprised of a fee parcel ("Fee Parcel") located within a Los Angeles County maintenance yard, collectively referred to as the "Property" and more particularly described as follows:

B. Fee Parcel

The Fee Parcel being conveyed consists of approximately 420 square feet of land located in the City of Monrovia, legally described on the attached Exhibit "A" and depicted in Exhibit "B". Exhibit "A" and Exhibit "B" are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the parties hereto agree as follows:

1. **Use.** Buyer intends to develop, operate and maintain the Property with a track bungalow related to Buyer's public rail transit project.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is Twenty Two Thousand Five Hundred and NO/100 Dollars (\$22,500.00), to be paid in one lump-sum payment and deposited into escrow fourteen (14) business days after approval of the transaction contemplated hereby by the Board of Supervisors in accordance with Section 4 hereof. The Purchase Price is to be payable by Buyer to Seller as follows:

A). Twenty Two Thousand Five Hundred and NO/100 Dollars (\$22,500.00) for the Fee Parcel.

3. **Costs.** All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, escrow, recording and any other miscellaneous customary charges and fees.

4. **Conveyance and Closing Date.** The date on which the deed for the Fee Parcel is recorded shall be referred to hereinafter as the "Closing Date." At least one (1) day before the Closing Date, County shall deposit into Escrow the

Quitclaim Deed attached hereto as Exhibit "C", and incorporated herein by this reference, duly executed and authorized by County, subject to:

- A) all non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- D) The condition that Buyer has caused to be constructed the improvements required by Seller in accordance with the Letter Agreement and License Agreement (as defined in Section 6 hereof) and said improvements have been approved in writing by the County of Los Angeles. If any improvements that are required by Seller in said Letter Agreement have not been completed and approved by Seller within five (5) years after execution of this Agreement, Buyer will reimburse the County for the full costs of the Improvements as stated in Section 6 of this Agreement.
- E) In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Fee Parcel at the fair market value, to be jointly determined by Buyer and Seller.

5. Property Access. Seller consents to allow access to Buyer, its successors and assigns, and its and their contractors, agents and employees to the Property prior to the Closing Date for the purposes of grading, fencing, landscaping, installing, and/or any additional site work related to Buyer's transit project in accordance with the Letter Agreement.

6. Reimbursement for Improvements. Buyer acknowledges that as additional consideration for the purchase of the property, Buyer will construct improvements (collectively, the "Improvements") on the County's property and obtain acceptance and approval of the Improvements by the County of Los Angeles Internal Services Department in accordance with the Letter Agreement dated September 24, 2013, attached hereto as Exhibit "D". Exhibit "D" is incorporated herein by this reference. In the event the Improvements are not installed by Buyer and approved by the County within five (5) years from the approval of this Agreement by the County of Los Angeles Board of Supervisors, Buyer will reimburse the County the full costs of the Improvements in the amount of Thirty Six Thousand Forty and NO/100 Dollars (\$36,040.00). Said funds encompass the total cost of the Improvements to be installed on the Property by Buyer as stated in the Engineer's Cost Estimate attached hereto as Exhibit "E".

7. Escrow. Upon Seller's Board of Supervisors approval of this Agreement, the parties shall open an escrow ("Escrow") with Design Escrow, Inc. located at 128 E. Huntington Drive, CA - Escrow # 082196-SM, ("Escrow Holder"), and this Agreement shall constitute the basic instructions for the purpose of consummating the transaction contemplated by this Agreement. The parties hereto agree to do all acts necessary to close this Escrow with respect to the Property within 30 days after the satisfaction of the Conditions Precedent with respect to the Property (the "Closing Date").

8. Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

8.1. Buyer's Conditions to Closing. Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the Quitclaim Deed to Escrow Holder; and (ii) Seller's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Buyer shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing Date.

8.2 Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board of

Supervisors' approval of the sale of the Property; (ii) Buyer's deposit of the Purchase Price into Escrow no later than five (5) business days after approval of the purchase by the Board of Supervisors; (iii) and Buyer's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Seller shall allow Buyer a reasonable opportunity to cure by a reasonable method; if Buyer fails to cure, Seller may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

9. Title. Buyer understands that the Property is being sold "as is" without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

10. Recording. Seller shall prepare the Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: Los Angeles to Pasadena Metro Blue Line Construction Authority, as Trustee of the Los Angeles-Pasadena Metro Blue Line Governmental Purpose Property Trust u/d/t dated August 19, 1999, also known as the Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic, and shall cause the Quitclaim Deed to be deposited into escrow and be recorded by County in the official records of the Registrar/Recorder, County of Los Angeles ("Recorder").

11. Delivery of Deeds. Escrow shall transmit to Buyer a copy of the Quitclaim Deed stamped by the Los Angeles County Recorder. The original Quitclaim Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 15 hereof.

12. Condition of the Property.

- A) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

- B) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D) Buyer waives any and all claims, caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.
13. **Possession/Risk of Loss.** All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.
14. **Brokerage Commission.** Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.
15. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.
16. **Assignment.** Buyer shall be permitted to assign all of its rights described herein to the Los Angeles County Metropolitan Transportation Authority upon written notice to Seller; and Buyer

shall provide Seller with a copy of such assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

17. **Notices.** All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana, Manager
Property Management

With a copy to:

Internal Services Department
Attention: Richard Bagdasarian
9150 E. Imperial Highway Mail Stop #19
Downey, CA 90242

Buyer: Metro Gold Line Foothill Extension
Construction Authority
406 E. Huntington Drive, Suite 202
Monrovia, CA 91016
Attention: Jerry Sims

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

18. **Time is of the Essence.** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
19. **Seller's Remedies.** In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.
20. **County Lobbyist Ordinance.** Buyer is aware of the requirements

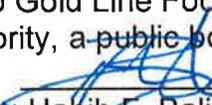
of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

21. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
22. **Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
23. **California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.
24. **Waivers.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
25. **Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
26. **No Presumption Re: Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
27. **Assistance of Counsel.** Each party hereto either had the assistance of counsel or had counsel available to it, in the

negotiation for, and the execution of, this Agreement, and all related documents.

28. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.
29. **Power and Authority.** The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.
30. **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.
31. **Interpretation.** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
32. **Entire Agreement.** This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER	With a copy to: Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic By:  Name: <u>Habib F. Balian, Chief Executive Officer</u> Its: <u>CEO</u>
-------	--

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER ATTEST: SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors By: _____ Deputy	COUNTY OF LOS ANGELES By: _____ Don Knabe Chair, Board of Supervisors
---	---

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: 
Deputy

EXHIBIT "A"

**LEGAL DESCRIPTION
PARCEL NUMBER GLFE 6019-A**

THAT PORTION OF LOT 3, SECTION 36, TOWNSHIP 1 NORTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO ASUZA DE DUARTE, IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 THROUGH 82, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MOUNTAIN AVENUE, OF 42.00 FEET HALF WIDTH, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY, 50.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 24361, FILED IN BOOK 282, PAGES 50 THROUGH 55, INCLUSIVE, OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 219.13 FEET TO THE SOUTHEASTERLY CORNER OF DEED RECORDED AUGUST 10, 1956 AS INSTRUMENT NO. 1463, IN OFFICIAL RECORDS, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 21.00 FEET TO A LINE PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID DEED; THENCE ALONG SAID PARALLEL LINE, N00°01'30"W 20.00 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 NORTHERLY FROM SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE, N89°39'25"E 21.00 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY, S00°01'30"E 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 420 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

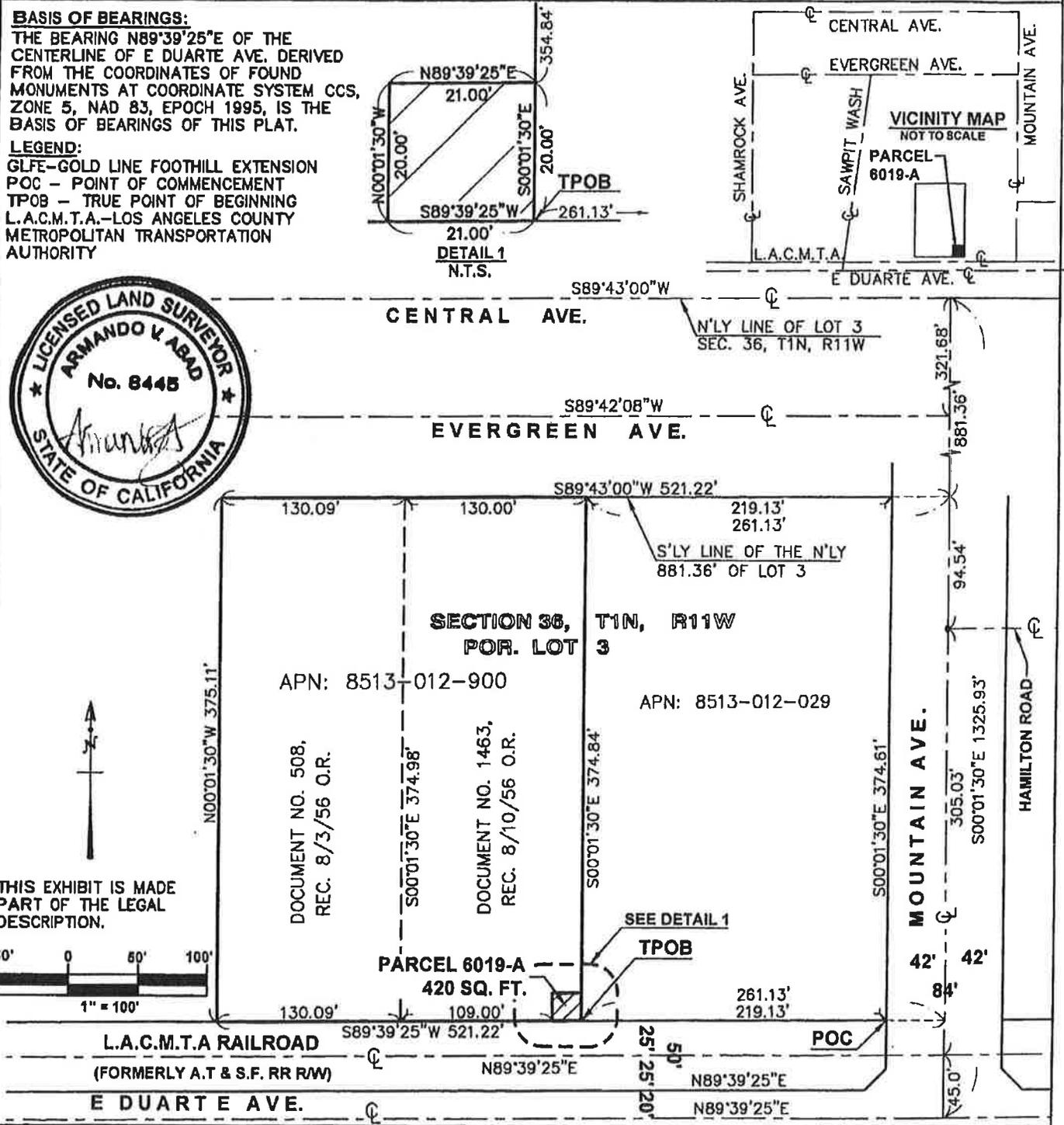

ARMANDO V. ABAD, P.L.S. 8445

9/5/13
DATE:



EXHIBIT "B"

OWNER: COUNTY OF LOS ANGELES	PORTION LOT 3 SECTION 36, T1N., R11W., SUBD. OF THE RANCHO ASUZA DE DUARTE, M.R. 6 / 80-82 IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES	ACCEPTED BY:
A.P.N. 8513-012-900		DATE:



GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY		DATE: 09/05/2013
WAGNER ENGINEERING & SURVEY, INC.		SCALE: 1" = 100'
GOLD LINE FOOTHILL EXT. ACCEPTED BY:	1703 S. MOUNTAIN AVE. CITY OF MONROVIA, CA	REV. No. DATE:
CHECKED BY: <i>[Signature]</i>	PROJECT MANAGER DATE	REV. No. DATE:
LS.: 8445	SHEET 1 OF 1	GLFE PARCEL No 6019-A



EXHIBIT "C"

(Following Page)

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
Metro Gold Line Foothill Extension *
Construction Authority *
406 E. Huntington Drive, Suite 202 *
Monrovia, CA 91016 *
Attention: Jerry Sims *

_____ Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 8513-012-900 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Metro Gold Line Foothill Extension Construction Authority, a public body, corporate and politic ("Buyer")

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Monrovia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and Exhibit B which are incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The condition that Buyer will cause to be constructed the improvements required by Seller in accordance with the License Agreement issued by the County of Los Angeles on December 17, 2013 and the Sale and Purchase Agreement executed by the Board of Supervisors on December 17, 2013. If any of the improvements have not been completed by Buyer and approved in writing by the County of Los Angeles Internal Services Department within five (5) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in the Sale and Purchase Agreement.
- d. In the event Buyer no longer requires use of the Property, Seller shall have the right of first refusal to purchase the Property at the fair market value, to be jointly determined by Buyer and Seller.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Don Knabe
Chair, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2013, the facsimile signature of _____, Chair, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By _____

Approved as to Form:
JOHN F. KRATTLI
COUNTY COUNSEL



Deputy

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL NUMBER GLFE 6019-A

THAT PORTION OF LOT 3, SECTION 36, TOWNSHIP 1 NORTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO ASUZA DE DUARTE, IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 6, PAGES 80 THROUGH 82, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF MOUNTAIN AVENUE, OF 42.00 FEET HALF WIDTH, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY, 50.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 24361, FILED IN BOOK 282, PAGES 50 THROUGH 55, INCLUSIVE, OF PARCEL MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 219.13 FEET TO THE SOUTHEASTERLY CORNER OF DEED RECORDED AUGUST 10, 1956 AS INSTRUMENT NO. 1463, IN OFFICIAL RECORDS, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S89°39'25"W 21.00 FEET TO A LINE PARALLEL WITH AND DISTANT 21.00 FEET WESTERLY FROM THE EASTERLY LINE OF SAID DEED; THENCE ALONG SAID PARALLEL LINE, N00°01'30"W 20.00 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 NORTHERLY FROM SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE, N89°39'25"E 21.00 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY, S00°01'30"E 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS: 420 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


ARMANDO V. ABAD, P.L.S. 8445

9/5/13
DATE:

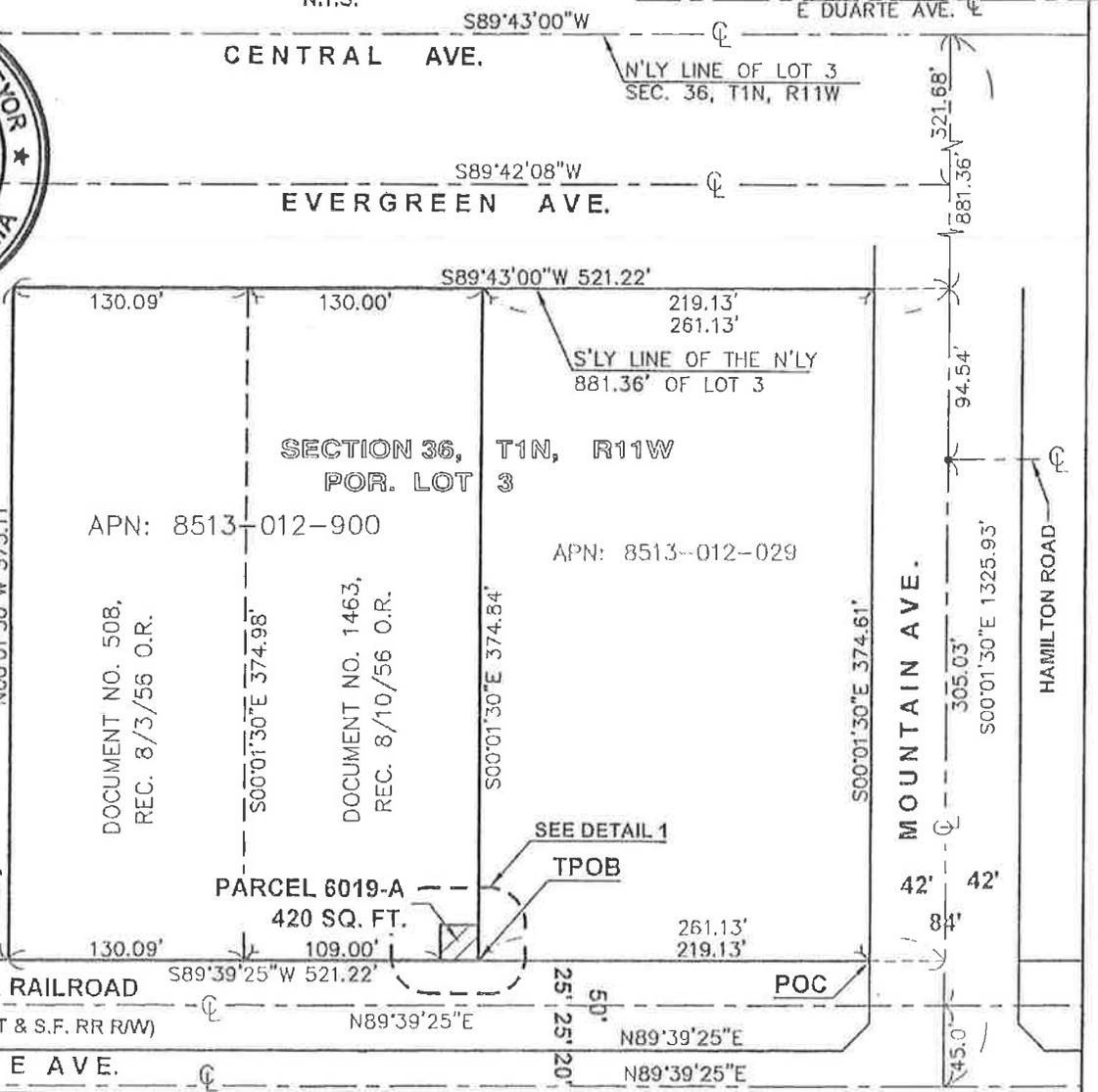
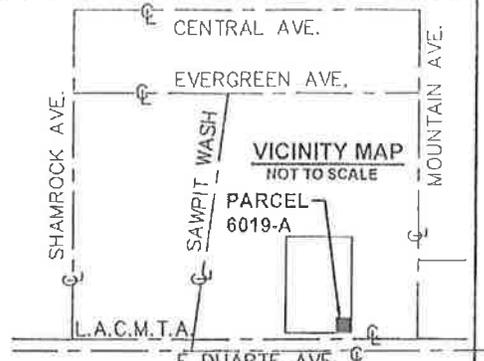
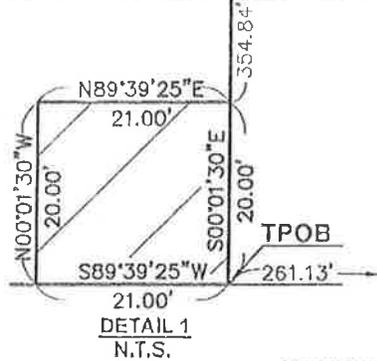


EXHIBIT "B"

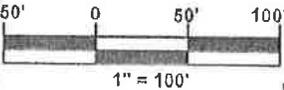
OWNER: COUNTY OF LOS ANGELES	PORTION LOT 3 SECTION 36, T1N., R11W., SUBD. OF THE RANCHO ASUZA DE DUARTE, M.R. 6 / 80-82 IN THE CITY OF MONROVIA, COUNTY OF LOS ANGELES	ACCEPTED BY:
A.P.N. 8513--012-900		DATE:

BASIS OF BEARINGS:
THE BEARING N89°39'25"E OF THE CENTERLINE OF E DUARTE AVE. DERIVED FROM THE COORDINATES OF FOUND MONUMENTS AT COORDINATE SYSTEM CCS, ZONE 5, NAD 83, EPOCH 1995, IS THE BASIS OF BEARINGS OF THIS PLAT.

LEGEND:
GLFE—GOLD LINE FOOTHILL EXTENSION
POC — POINT OF COMMENCEMENT
TPOB — TRUE POINT OF BEGINNING
L.A.C.M.T.A.—LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY



THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION.



GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

WAGNER ENGINEERING & SURVEY, INC.

GOLD LINE FOOTHILL EXT. ACCEPTED BY:

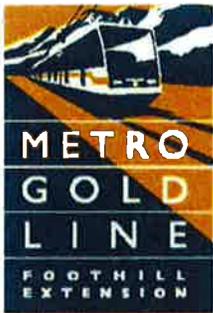
1703 S. MOUNTAIN AVE.
CITY OF MONROVIA, CA

DATE:	09/05/2013
SCALE:	1" = 100'
REV. No.	DATE:
REV. No.	DATE:
GLFE	PARCEL No 6019-A

CHECKED BY: L.S.:8445 PROJECT MANAGER DATE

EXHIBIT "D"

(Following Page)



September 24, 2013

BLCA-COL-069

David Yamashita
General Manager, Administration and Finance Service
Los Angeles County Internal Services Department
1100 N. Eastern Avenue
Los Angeles, California 90063

RE: County ISD Improvements Agreement

Dear Mr. Yamashita:

This letter serves as an agreement between Metro Gold Line Foothill Extension Construction Authority (Authority) and Los Angeles County Internal Services Department (ISD), for the acquisition by Authority of a portion of ISD's Monrovia facility, and the design and construction of various improvements at ISD's Monrovia facility. It is the intent of this agreement that the items set forth below establish the responsibilities of each party. In general, the Authority shall be responsible for the design, construction and administration of the improvements identified below and the Authority shall be responsible to pay all costs associated with the improvements.

In coordination with ISD, the Authority proposes to acquire from Los Angeles County the property located at the southeast corner of ISD's Monrovia property, adjacent to Authority's rail ROW, north of Duarte Road (the "Bungalow Site"). The Bungalow Site, approximately 420 square feet in area, is depicted on the attached Exhibit A. The Authority proposes to locate a train control bungalow on the Bungalow Site.

By this letter of agreement, the parties agree that:

1. ISD supports Los Angeles County's sale to Authority of the Bungalow Site.
2. ISD supports Los Angeles County's issuance to Authority of a License Agreement for temporary construction access to the area depicted on Exhibit A, to facilitate the construction of the train control bungalow and improvements described within this agreement.
3. Authority shall remove the existing perimeter wall and fence along the south and east boundary of the Bungalow Site, and install a perimeter wall and fence along the north and west boundary of the Bungalow Site, within the remaining ISD property, such that there is no access between the rail ROW and ISD's property. The replacement perimeter wall and fence shall match in kind to the existing wall and fence.
4. Authority shall install the following listed drainage improvements to direct drainage historically tributary to the southeast corner of the ISD property, and to replace three 4-inch wall cores which conveyed the drainage from ISD's property into the rail right-of-way. The drainage improvements shall include:

Board Members:

Doug Tessitor
Chair
Council Member,
City of Glendora
Appointee,
City of Pasadena

Sam Pedroza
1st Vice Chair
Council Member,
City of Claremont
Appointee of SGVCOG

Vacant
City of Los Angeles
Appointee,
City of Los Angeles

Paul S. Leon
Member
Mayor,
City of Ontario
Appointee,
City of South
Pasadena

John Fasana
Member
Council Member,
City of Duarte
Appointee, LACMTA

Bill Bogaard
Member, Non-Voting
Mayor,
City of Pasadena
Appointee, City of
Pasadena

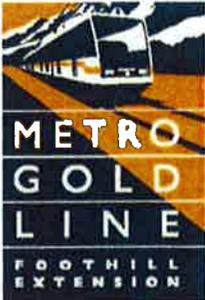
Lara Larramendi
Member, Non-Voting
Gubernatorial
Appointee

Daniel M. Evans
Member, Non-Voting
City of
South Pasadena
Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non-Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Balian
Chief Executive Officer



**Metro Gold Line Foothill Extension
Construction Authority**

406 E. Huntington Drive, Suite 202
Monrovia, CA 91016-3633

626-471-9050 ph
626-471-9049 fx

www.foothillextension.org

- a) An inlet basin with outlet pipe which will be connected to a downstream storm drain facility. The inlet basin shall be a minimum of five and half feet deep from grate to invert, with rings at the upper elevation, such that future adjustments can be made.
- b) An 18-inch RCP stub with plug, with a minimum of four feet of cover, on the north side of the inlet basin, such that a future extension of the storm drain can be installed.
- c) Curb and gutter along the replacement wall, with asphalt removal and replacement within the license area to transition the finish grades, and direct the drainage to the proposed inlet basin.

5. The obligations of Authority in Items 3 and 4, inclusive, are contingent upon recordation of the deed conveying to Authority fee title to the Bungalow Site property and the execution of the License Agreement described in Item 2, all in form reasonably satisfactory to Authority.

Any dispute between the parties concerning this Agreement shall be resolved by the Authority's Chief Executive Officer, or his/her designee and ISD's General Manager, or his/her designee.

If you are in agreement with the above, please execute this letter where indicated below and return it to me. For your convenience, a duplicate original is enclosed.

Sincerely,

Habib F. Balian
Chief Executive Officer

Board Members:

Doug Tessitor
Chair
Council Member,
City of Glendora
Appointee,
City of Pasadena

Sam Pedroza
1st Vice Chair
Council Member,
City of Claremont
Appointee of SGVCOG

Vacant
City of Los Angeles
Appointee,
City of Los Angeles

Paul S. Leon
Member
Mayor,
City of Ontario
Appointee,
City of South
Pasadena

John Fasana
Member
Council Member,
City of Duarte
Appointee, LACMTA

Bill Bogaard
Member, Non-Voting
Mayor,
City of Pasadena
Appointee, City of
Pasadena

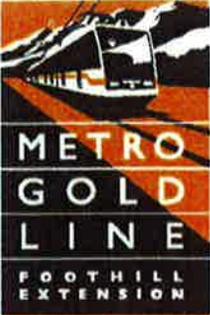
Lara Larramendi
Member, Non- Voting
Gubernatorial
Appointee

Daniel M. Evans
Member, Non-Voting
City of
South Pasadena
Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non- Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Balian
Chief Executive Officer



Board Members:

Doug Tessator
Chair
Council Member,
City of Glendora
Appointee,
City of Pasadena

Sam Pedroza
1st Vice Chair
Council Member,
City of Claremont
Appointee of SGVCOG

Vacant
City of Los Angeles
Appointee,
City of Los Angeles

Paul S. Leon
Member
Mayor,
City of Ontario
Appointee,
City of South
Pasadena

John Fasana
Member
Council Member,
City of Duarte
Appointee, LACMTA

Bill Bogaard
Member, Non-Voting
Mayor,
City of Pasadena
Appointee, City of
Pasadena

Lara Larramendi
Member, Non-Voting
Governatorial
Appointee

Daniel M. Evans
Member, Non-Voting
City of
South Pasadena
Appointee, City of
South Pasadena

Alan D. Wapner
Member, Non-Voting
Council Member,
City of Ontario
Appointee, SANBAG

Executive Officer:

Habib F. Balian
Chief Executive Officer

**Metro Gold Line Foothill Extension
Construction Authority**

406 E Huntington Drive, Suite 202
Monrovia, CA 91016-3633

626-471-9050 ph
626-471-9049 fx

www.foothillextension.org

AGREED:

Los Angeles County
Internal Services Department

By: 
Name David Yamashita
Title Administrative Deputy

Date: 10-29-13

Metro Gold Line Foothill
Construction Authority

By: 
Habib F. Balian
Chief Executive Officer

Date: 10 31 13

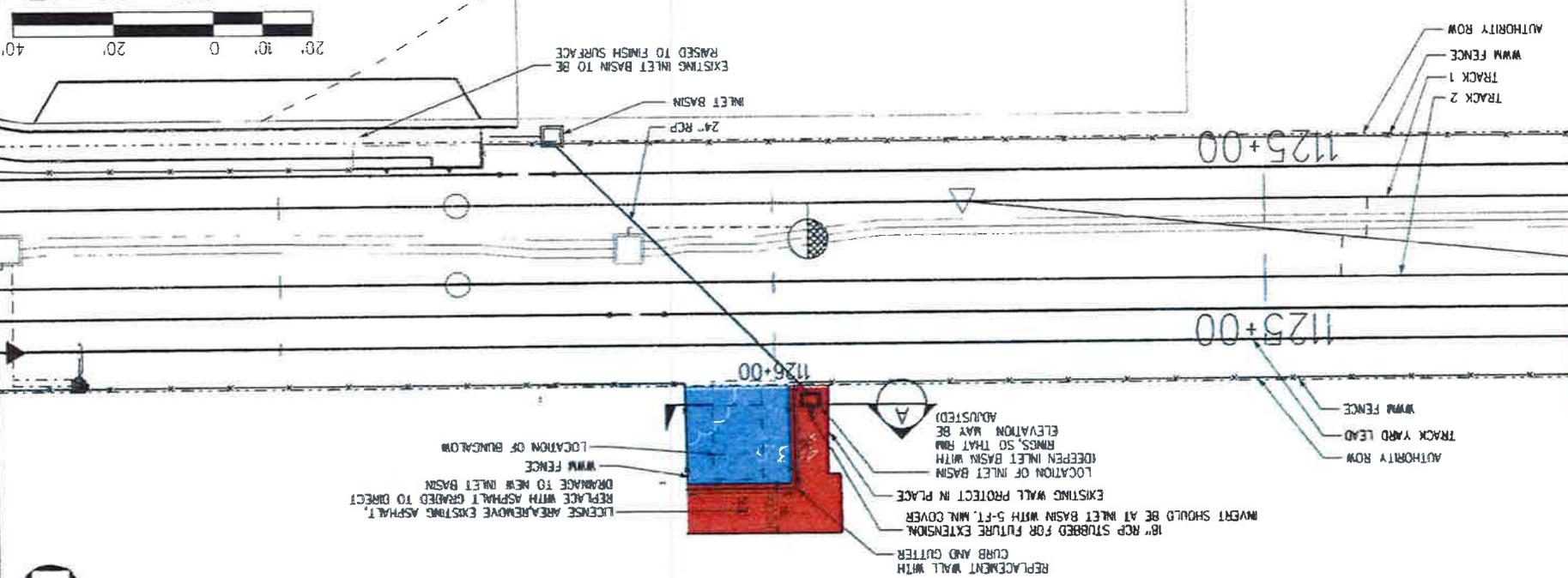
NO.	DATE	DESCRIPTION

Hill International
 405 S. GARDEN STREET, SUITE 200
 PASADENA, CALIFORNIA 91105

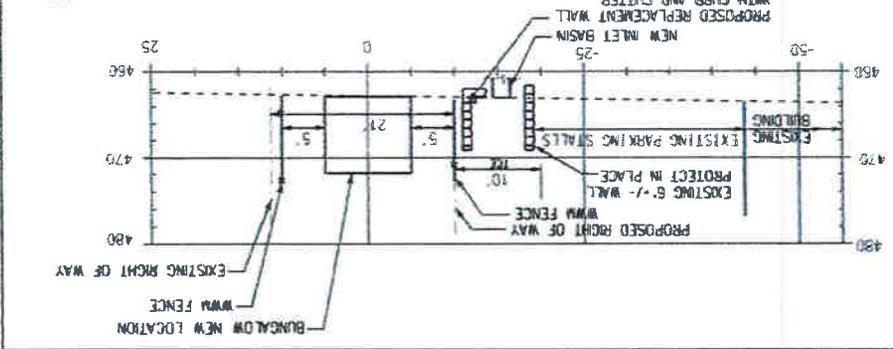


METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY
 GOLD LINE FOOTHILL EXTENSION PHASE 2A
 PASADENA TO AZUSA (CTRUS)

GOLD LINE FOOTHILL EXTENSION
 ADVANCED CONCEPTUAL ENGINEERING
 INTERMODAL PARKING FACILITIES & ENHANCEMENTS
 EXHIBIT A



SECTION A-A



LEGEND

BUNGALOW SITE TO BE ACQUIRED BY CONSTRUCTION AUTHORITY

CONSTRUCTION LICENSE TO INSTALL COUNTY IMPROVEMENTS

EXHIBIT "E"

(Following Page)

DESCRIPTION: MOUNTAIN BUNGALOW SITE IMPROVEMENTS

ESTIMATE TYPE Rough Order Magnitude

ESTIMATE DATE: September 26, 2013

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE / ITEM	TOTAL
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MOUNTAIN BUNGALOW SITE IMPROVEMENTS

02221.01	Demolition and Removals	1.00	LS	3,000.00	3,000
02300.01	Excavation	26.00	CY	50.00	1,300
02300.02	Fill	6.00	CY	25.00	150
02520.01	36" x 36" Inlet Catch Basin	1.00	EA	5,000.00	5,000
02520.02	8" Curb and Gutter	41.00	LF	40.00	1,640
02630.01	18" RCP with Bulkhead	5.00	LF	150.00	750
02710.01	4" AC Paving	17.00	TON	100.00	1,700
02820.01	6' Welded Wire Mesh Fence	40.00	LF	100.00	4,000
03300.01	Concrete Footing	10.00	CY	500.00	5,000
05000.01	6' CMU Block Wall	270.00	SF	50.00	13,500

SUB-TOTAL

36,040

