



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

**WQA ADMINISTRATIVE/FINANCE COMMITTEE
AND SPECIAL MEETING OF THE BOARD OF DIRECTORS
TO BE HELD ON TUESDAY, JANUARY 12, 2021 AT 10:00 A.M.
AT
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

To attend the meeting please register at:

https://zoom.us/webinar/register/WN_TI4khzK2SbW7vzIkYuSkZg

A confirmation email will be sent to you with instructions to join the meeting

In light of the Governor's Executive Orders N-25-20 dated March 12, 2020 and N-29-20 dated March 17, 2020 (collectively, the "Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Has Suspended Application of Certain Public Meeting Requirements otherwise required under Brown Act during the term of the Executive Order, Including Restrictions and Noticing Requirements Relating to the Conduct of Teleconferenced Board Meetings. Due to the essential nature of the WQA Board Meetings in conducting Authority business, the WQA Board meeting will take place via online and teleconference. Copies of Executive Order will be made available to members of the public upon request.

Public Comments can be emailed prior to the meeting to Stephanie@wqa.com

**The Administrative/Finance Committee meeting is noticed as a joint committee meeting with the Board of Directors for the purpose of compliance with the Brown Act. Members of the Board that are not assigned to the Administrative/Finance Committee may attend and participate as members of the Board, whether or not a quorum of the Board is present. In order to preserve the function of the Committee as advisory to the Board, members of the Board who are not assigned to the Administrative/Finance Committee will not vote on matters before the Committee*

AGENDA

Committee Members: Mike Whitehead, Bob Kuhn and Mark Paulson

Liaison Member: Dave Michalko

- I. Call to Order
- II. Public Comment
- III. Discussion Regarding Report on Cash and Investments for 4th Quarter 2020 [enc]
- IV. Discussion Regarding License Agreement with L.A. County Department of Parks & Recreation for MW5-19 [enc]
- V. Discussion Regarding License Agreement with Alderson F, LLC for MW5-01 [enc]
- VI. Executive Director's Report
- VII. Adjournment



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AGENDA SUBMITTAL

To: WQA Administrative / Finance Committee
From: Randy Schoellerman, Executive Director
Date: January 12, 2021
Subject: **Report on Cash and Investments – 4th Quarter 2020**

Discussion

Attached for your review is the quarterly report on cash and investments as of December 31, 2020.

The average monthly effective yields for the Pooled Money Investment Account (PMIA) for October and November 2020 are 0.620% and 0.576%, respectively. The average monthly yield for December 2020 has not been published, nor has the Local Agency Investment Fund (LAIF) quarterly rate for October through December 2020 been issued. The PMIA Quarter to Date rate is .58%, as shown on the PMIA Daily Rates schedule.

Recommendation / Proposed Action

For information only.

Enclosures

Cash Report

Schedule of Interest Received and Interest Rates

PMIA/LAIF Performance Report as of 12/11/2020

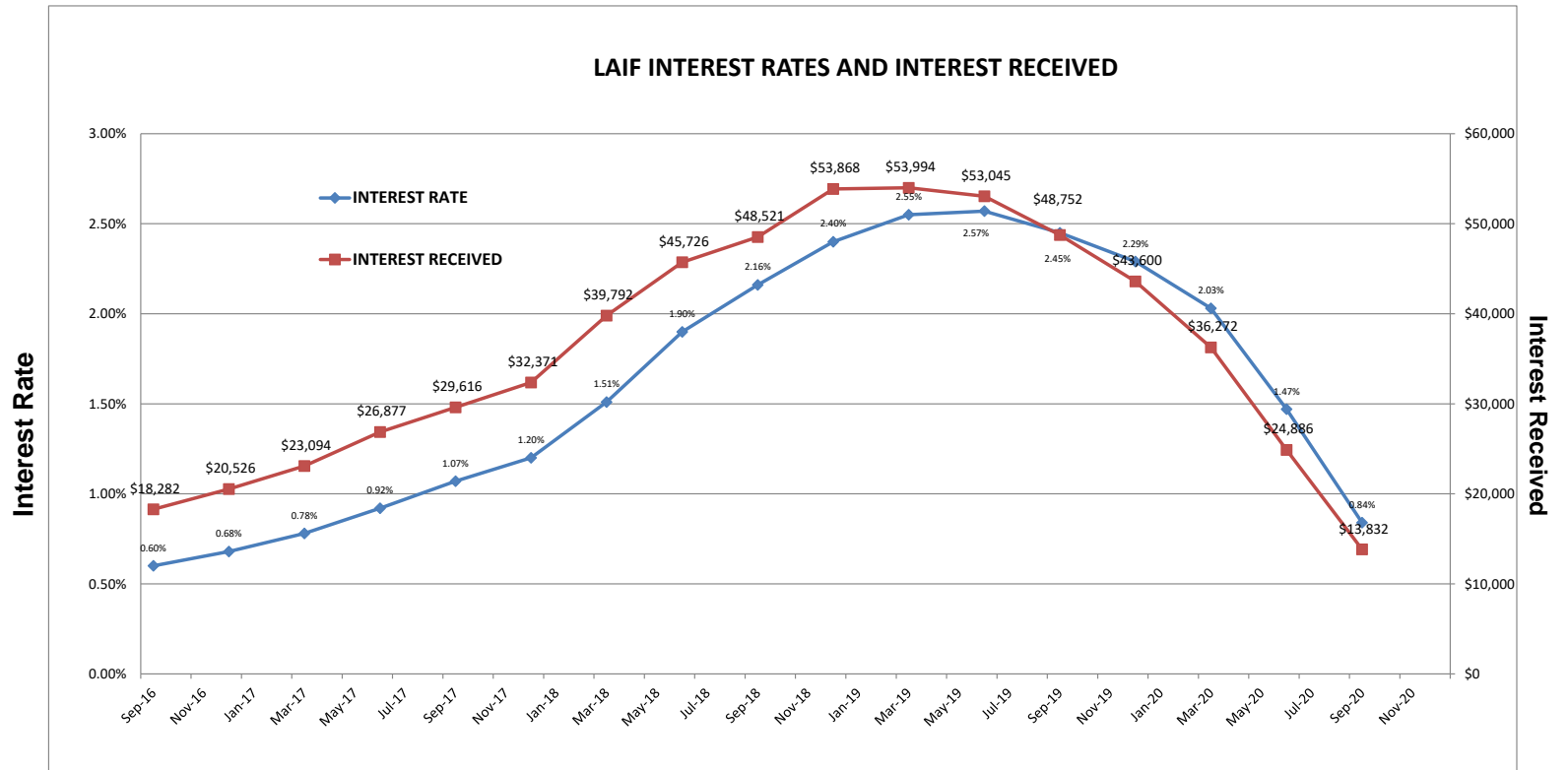
PMIA Daily Rates through 12/30/2020

San Gabriel Basin Water Quality Authority
SUMMARY OF CASH AND INVESTMENTS
DECEMBER 31, 2020
DRAFT

DESCRIPTION	BALANCE
<u>CASH AND BANK ACCOUNTS</u>	
Cash on Hand	\$ 250
<u>Bank of the West Checking Accounts</u>	
General Account	1,000
Revolving Account	18,526
Payroll Account	87,578
Project Account	1,898,319
Pooled Money Market Account - Project/Admin	11,974
Federal Funding Account	1,000
Total Cash and Bank Accounts	2,018,647
<u>Trustee Accounts</u>	
<u>Bank of the West</u>	
South El Monte Operable Unit (SEMOU) Checking Account	6,543
Total Trustee Accounts	6,543
<u>Investment Accounts</u>	
California Treasurer's Office	
Local Agency Investment Fund (LAIF)	
WQA General	5,266,911
SEMOU RP's	1,215,463
Total Investment Accounts	6,482,374
TOTAL CASH, TRUSTEE AND INVESTMENT ACCOUNTS	\$ 8,507,564

San Gabriel Basin Water Quality Authority
SUMMARY OF CASH AND INVESTMENTS
Schedule of LAIF Interest Received and Interest Rates
AS OF DECEMBER 31, 2020
DRAFT

LAIF RATE TABLE		
Quarter Ended	Interest Rate (%)	Interest Rec'd
Sep-16	0.60%	\$ 18,282
Dec-16	0.68%	\$ 20,526
Mar-17	0.78%	\$ 23,094
Jun-17	0.92%	\$ 26,877
Sep-17	1.07%	\$ 29,616
Dec-17	1.20%	\$ 32,371
Mar-18	1.51%	\$ 39,792
Jun-18	1.90%	\$ 45,726
Sep-18	2.16%	\$ 48,521
Dec-18	2.40%	\$ 53,868
Mar-19	2.55%	\$ 53,994
Jun-19	2.57%	\$ 53,045
Sep-19	2.45%	\$ 48,752
Dec-19	2.29%	\$ 43,600
Mar-20	2.03%	\$ 36,272
Jun-20	1.47%	\$ 24,886
Sep-20	0.84%	\$ 13,832
Dec-20		





PMIA/LAIF Performance Report as of 12/11/20



PMIA Average Monthly Effective Yields⁽¹⁾

Nov	0.576
Oct	0.620
Sep	0.685

Quarterly Performance Quarter Ended 09/30/20

LAIF Apportionment Rate ⁽²⁾ :	0.84
LAIF Earnings Ratio ⁽²⁾ :	0.00002309407394024
LAIF Fair Value Factor ⁽¹⁾ :	1.004114534
PMIA Daily ⁽¹⁾ :	0.65%
PMIA Quarter to Date ⁽¹⁾ :	0.80%
PMIA Average Life ⁽¹⁾ :	169

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/20 \$103.0 billion

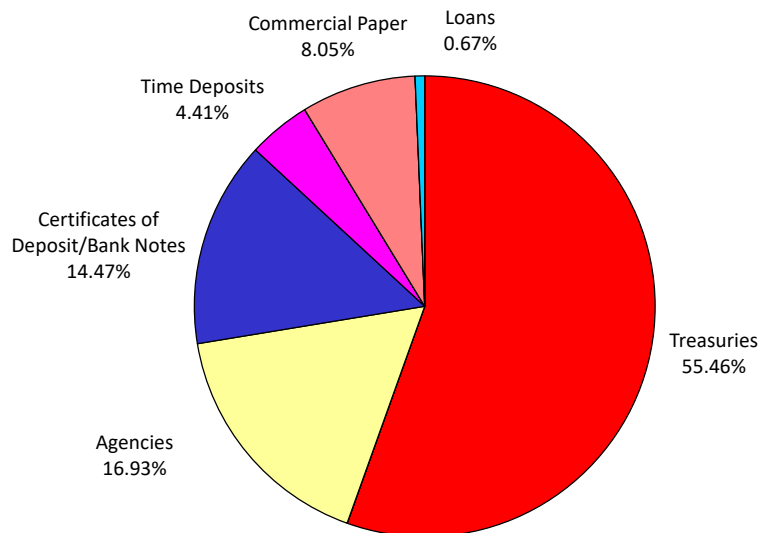


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



**CALIFORNIA STATE TREASURER
FIONA MA, CPA**



PMIA Daily Rates

Date	Daily	Quarter to Date	Average Maturity
12/30/20	0.52	0.58	163
12/29/20	0.52	0.58	163
12/28/20	0.52	0.58	162
12/27/20	0.53	0.58	167
12/26/20	0.53	0.58	167
12/25/20	0.53	0.58	167
12/24/20	0.53	0.58	167
12/23/20	0.52	0.58	167
12/22/20	0.53	0.59	169
12/21/20	0.53	0.59	167
12/20/20	0.53	0.59	170
12/19/20	0.53	0.59	170
12/18/20	0.53	0.59	170
12/17/20	0.53	0.59	170
12/16/20	0.53	0.59	170
12/15/20	0.55	0.59	171
12/14/20	0.55	0.59	169
12/13/20	0.55	0.59	169
12/12/20	0.55	0.59	169
12/11/20	0.55	0.59	169
12/10/20	0.55	0.59	171
12/09/20	0.56	0.59	173
12/08/20	0.56	0.59	173
12/07/20	0.56	0.60	172
12/06/20	0.56	0.60	176
12/05/20	0.56	0.60	176
12/04/20	0.56	0.60	176
12/03/20	0.56	0.60	176
12/02/20	0.58	0.60	176
12/01/20	0.57	0.60	175
11/30/20	0.56	0.60	171
11/29/20	0.57	0.60	171
11/28/20	0.57	0.60	172
11/27/20	0.57	0.60	173
11/26/20	0.57	0.60	175
11/25/20	0.57	0.60	175
11/24/20	0.57	0.60	174
11/23/20	0.57	0.60	172
11/22/20	0.57	0.60	175

*Daily yield does not reflect capital gains or losses

Updated: 12/30/2020



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Rates

Date	Daily	Quarter to Date	Average Maturity
11/21/20	0.57	0.60	175
11/20/20	0.57	0.60	175
11/19/20	0.57	0.61	176
11/18/20	0.57	0.61	174
11/17/20	0.57	0.61	174
11/16/20	0.58	0.61	174
11/15/20	0.58	0.61	175
11/14/20	0.58	0.61	177
11/13/20	0.58	0.61	177
11/12/20	0.58	0.61	177
11/11/20	0.58	0.61	178
11/10/20	0.58	0.61	178
11/09/20	0.58	0.61	177
11/08/20	0.58	0.61	177
11/07/20	0.58	0.61	177
11/06/20	0.58	0.62	177
11/05/20	0.58	0.62	177
11/04/20	0.59	0.62	177
11/03/20	0.60	0.62	178
11/02/20	0.60	0.62	180
11/01/20	0.60	0.62	176



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AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Randy Schoellerman, Executive Director
Date: January 12, 2021
Subject: **Monitoring Well MW5-19 License Agreement with County of Los Angeles
Department of Parks & Recreation**

Summary

WQA coordinated the construction of several monitoring wells in the Baldwin Park Operable Unit (BPOU) in the 1990's and early 2000's. WQA also executed long term site access agreements with the different entities that owned the property the wells were constructed on. Staff has been of reviewing each of these agreements for necessary modifications and renewals.

BPOU monitoring well MW5-19 was constructed on the County of Los Angeles Department of Parks and Recreation's East County Community Services Agency and Regional Facility Agency Yard located at 265 Cloverleaf Drive, Baldwin Park, CA 91706. The attached license agreement allows WQA access to the site for the purposes of sampling and maintaining the well.

This is effectively the same agreement we received last year for a one-year term. However, this year we were able to secure a 10-year agreement after L.A. County staff received approval from the Board of Supervisors in November. The application fee was \$500 with no annual fee required. The cost is reimbursable under the BPOU Project Agreement.

Recommendation / Proposed Action

Approve the San Gabriel Basin Water Quality Authority Access Permit and License Agreement with the County of Los Angeles Department of Parks and Recreation for monitoring well MW5-19.

Attachment:

- *San Gabriel Basin Water Quality Authority Access Permit and License Agreement for MW5-19*

**EAST COUNTY COMMUNITY SERVICES AGENCY AND
REGIONAL FACILITY AGENCY YARD**

265 CLOVERLEAF DRIVE, BALDWIN PARK, CA 91706

**SAN GABRIEL BASIN WATER QUALITY AUTHORITY
ACCESS PERMIT AND LICENSE AGREEMENT
("LICENSE")**

Licensee:

San Gabriel Basin Water Quality
Authority
1720 W. Cameron Avenue, Suite 100
West Covina, California 91790

Licensor:

County of Los Angeles Department of
Parks and Recreation
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803
Building A-9 West
Authority: L.A.C.C. 2.26.140B(2) and (3)
Expiration Date: See Section 3
Consideration: See Section 4

-
- 1. PREMISES:** Licensee, its employees, contractors and agents, after execution of this License by the Director of the Los Angeles County Department of Parks and Recreation ("Director") or her designee, is hereby granted permission to enter East County Community Services Agency and Regional Facility Agency Yard (the "Park" or "Premises"), located at 265 Cloverleaf Drive, Baldwin Park, CA 91706 for entry onto Premises from Cloverleaf Drive to conduct maintenance and sample collection for the Baldwin Park Operable Unit (BPOU) Performance Standards Evaluation Plan (PSEP) groundwater monitoring at the existing multiport monitoring well, MW5-19 (Site) located in Licensor's parking area as shown on the site map and photos attached, Exhibits A1-A9 and hereto incorporated into this License.

 - A. Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the Premises, and covenants and agrees never to assail, contest or resist said title.
 - B. Equipment, tools, materials and vehicles are not allowed to remain on the Premises overnight.
 - 2. LICENSED USE:** Licensee is granted access to Premises to conduct its annual monitoring activities at Licensee's Monitoring Well (MW5-19) Site, including pump, draw, extract, remove, test, sample and evaluate groundwater and to operate equipment, make parking closures and conduct other such activities for the purposes of inspecting, repairing and maintaining the subject monitoring well. Testing of water samples will be collected and tested at an off-site laboratory.

Licensee shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Premises by Licensors.

3. **TERM:** The term of this License commences when the License is signed by the Director or her designee and runs thereafter for a period not to exceed ten (10) years or ending when Licensee's Project is completed, whichever occurs first and subject to Sections 21 and 22. The term may be extended by mutual agreement in writing between the Licensee and Licensors.
4. **CONSIDERATION:** Consideration is payment of the \$500 application fee. Licensee shall provide Licensors with a written report as to findings of groundwater samplings addressed to Licensors's Environmental Engineer Specialist, below in Section 6 Notices.
5. **CEQA COMPLIANCE:** The proposed activities are categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15301 and 15306 of the State CEQA Guidelines and Classes 1 and 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the actions consist of repair and maintenance of an existing private structures, facilities, or mechanical equipment and information collection.
6. **NOTICES:**
 - A. Whenever a provision is made for giving written notice, such notice shall be deemed to have been received if it was sent by mail and mail and e-mailed to: Mr. Sean Woods at swoods@parks.lacounty.gov and Mr. Randy Schoellerman at randy@wqa.com and addressed as follows:

To Licensors:
County of Los Angeles Department of Parks and Recreation
Attention: Sean Woods, Planning Division Chief
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

County of Los Angeles Department of Parks and Recreation
Attention: Jose A. Caprile, M.A., Environmental Engineering Specialist
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

To Licensee:
San Gabriel Basin Water Quality Authority
Attention: Randy Schoellerman, Executive Director
1720 W. Cameron Avenue, Suite 100
West Covina, California 91790

or such other place in California as may hereinafter be designated in writing respectively by Licensor or Licensee.

7. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("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 connected with Licensee's acts and/or omissions arising from and/or relating to this License. The terms of this paragraph survive the termination or expiration of this License.
8. **GENERAL INSURANCE PROVISIONS:** Without limiting Licensee's indemnification of Licensor, and in the performance 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 Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of 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 and its Agents (defined below) has 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 commencing services under this License.
 - i. Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.
 - ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number **001168**, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. 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 fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.

- iii. 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 shall be sent to:

County of Los Angeles Department of Parks and Recreation
Attention: Diane Thorne
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

- iv. Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

- b. **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor. County and its Agents 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 Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if they exceed the Licensor'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 Changes in 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 Contract, 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 Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. 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 Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
- e. **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by Licensor.
- f. **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 Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
- g. **Waivers of Subrogation.** To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- h. **Sub-Contractor Insurance Coverage Requirements.** Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensor with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensor and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

- i. **Deductibles and Self-Insured Retentions (SIRs).** Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, 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.
- j. **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective 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.
- k. **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.
- l. **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.
- m. **Alternative Risk Financing Programs.** The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- n. **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.

9. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

- a. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million

Personal and Advertising Injury	\$ 1 million
Each Occurrence:	\$ 1 million

- b. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit 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 Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that Licensor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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. **Contractor's Pollution Liability Insurance.** Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under section "9b" for removal of pollutant from the work site. Contractor shall maintain limits not less than \$ (1 million) per occurrence and \$(2 million) aggregate.
- e. **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the Licensee's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$500,000 per claim and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

10. OPERATIONAL RESPONSIBILITIES: Licensee shall:

- a. Comply with and abide by all applicable rules, regulations but not limited to, State Executive Orders and Public Health Orders issued in response to COVID-19, and in the course thereof obtain and keep in effect all permits and licenses required to conduct Licensee's permitted activities on the Premises. In addition, Licensee agrees to comply with all reasonable directions of Licensors; designate and provide Licensors with the name(s) and phone contact number(s) of Licensee's responsible representative(s) who shall be on the Premises during the hours Licensee is conducting supervised activities in accordance with Section 2, Licensed Use pursuant to this License.
- b. Licensee is permitted access to the Premises from sunrise to sunset weekdays, except holidays and when Licensee's permitted use conflicts with scheduled Park events or activities.
- c. Contact Michael Ralston, East Agency Regional Operations Manager, forty-eight (48) hours prior to Licensee's initial access to Premises and immediately in emergencies: phone (626) 369-3671, cell (626) 926-6494, and email address mrалston@parks.lacounty.gov. Randy Schoellerman, Executive Director is Licensee's emergency contact who can be reached at (626) 338-5555 by phone, and email address randy@wqa.com.
- d. At or before the time proof of insurance is submitted, provide Licensors with the names, license numbers, business addresses, and phone numbers of any and all of Licensee's contractors who will be entering the Premises.
- e. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the Premises; review park irrigation/utility plans; walk the Premises and Licensee's access route with Park personnel to flag irrigation/utility lines, sprinkler heads, valve boxes, etc. Notwithstanding said precautions, Licensee agrees to repair or replace any pipelines, sprinkler heads, valve boxes, etc. damaged during the course of exercising the permission herein given.
- f. Maintain the Premises and surrounding area in a safe and sound condition to Licensors's satisfaction. Licensee shall ensure staging area is secured.
- g. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular accidents, personal injury, and property damage due to Licensee's activities.

- h. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned hired, leased, or used by Licensee for this License, except to the extent that such damage or destruction and loss result from willful misconduct of Licensor.
 - i. Repair or replace, to the satisfaction of Licensor, any and all of Licensor property lost, damaged, or destroyed as a result of Licensee's use of the Premises and activities. Should Licensee fail to promptly make repairs or replacements to Licensor's satisfaction, Licensor may have these repairs made at Licensee's sole cost and expense.
- 11. **INDEPENDENT STATUS:** This License is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.
- 12. **EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, apprentices and anyone else required under written contract with Licensee to access the Premises.
- 13. **LIMITATIONS:** It is expressly understood that in licensing the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this License.
- 14. **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 Licensor and Licensee.
- 15. **AMENDMENTS:** The terms of this License may be amended by the Director or her designee upon mutual agreement of Licensor and Licensee with either party giving the other prior written notice explaining why the amendment is being requested.
- 16. **POWER AND AUTHORITY:** The Licensee has the legal power, right and authority to enter into this License, and to comply with the provisions hereof. The individuals executing this License on behalf of any legal entity comprising Licensee have the legal power, right and actual authority to bind the entity to the terms and conditions of this License.

17. **COUNTERPARTS:** This License may be exerted in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
18. **PDF SIGNATURE AS ORIGINAL:** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this License.
19. **ASSIGNMENT:** This License is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licensor's prior written consent shall immediately terminate all of Licensee's rights hereunder.
20. **AUTHORITY TO STOP:** In the event that an authorized representative of Licensor finds that Licensee's activities on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require that this License immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
21. **DEFAULT:** This License may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given as provided by Section 6 of this License. Failure by Licensor to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.
22. **TERMINATION:** This License may be terminated at any time without cause for any reason or no reason at all at the option of Licensor by giving five (5) days' notice of termination.
23. **RESTORATION OF PREMISES:** Upon any termination or expiration of this License, pursuant to Sections 3 or 22, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of Licensor. Licensee shall complete restoration of the Premises to its original condition or better prior to the termination or expiration of this License. Restoration of the Premises shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensor shall conduct an inspection of the Premises to determine if restoration has been completed by Licensee to Licensor's satisfaction. If Licensor determines that restoration has not been completed to Licensor's satisfaction upon expiration or termination of this License, Licensor may restore said Premises entirely at the expense of Licensee.

Upon any revocation of this License, pursuant to Section 21, Licensee shall surrender the Premises in a neat and clean condition to the satisfaction of Licensor, remove its property therefrom, and restore the Premises as provided above within such time as Licensor may designate.

If Licenser determines that restoration has not been completed to Licenser's satisfaction under any scenario, Licenser may restore said Premises entirely at the expense of Licensee.

24. **ALTERATIONS AND IMPROVEMENTS:** Licensee has examined the Premises and knows the condition thereof. Licensee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Premises shall become the property of County upon the termination or expiration of this License.
25. **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 Licenser may terminate or suspend this License.
26. **TRANSFER OF TITLE/PARK CLOSURE:** In the event Licenser transfers title of the Park and the licensed Premises to a newly-formed or existing governmental agency, this License shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this License. Licenser agrees to use its best efforts to obtain said assignment in the event Licenser transfers title of the Park to a newly-formed or existing governmental agency. In the event Licenser closes the Park this License shall terminate upon the effective date of such closure. Licenser shall provide written notice to Licensee immediately upon any consideration by the Licenser of the possibility of transferring or closing the Park. Licenser shall provide Licensee with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.
27. **SURVIVAL OF COVENANTS:** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the License.
28. **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.

/

(Signature Page Follows)

LICENSEE:

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

By: _____
Randy Schoellerman, Executive Director

Who 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.

Pursuant to Sections 2.26.140B (2) and (3) of the Los Angeles County Code, this License has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation's designee on the _____ day of _____, 2020. Upon approval, a copy of the fully executed License will be provided to Licensee.

LICENSOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: _____
Alina Bokde, Deputy Director
Planning and Development
Department of Parks and Recreation

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By: _____
Rory LoAllen, Deputy
County Counsel

Exhibit A1-A9

EAST AGENCY/REGIONAL FACILITY AGENCY LOCATION MAP

MW5-19 Location Map

County of Los Angeles
East Agency Property

MW5-19 Location

Google Earth

© 2020 Google



1000 ft



Aerial Site Photo



Aerial Ingress/Egress Route Map



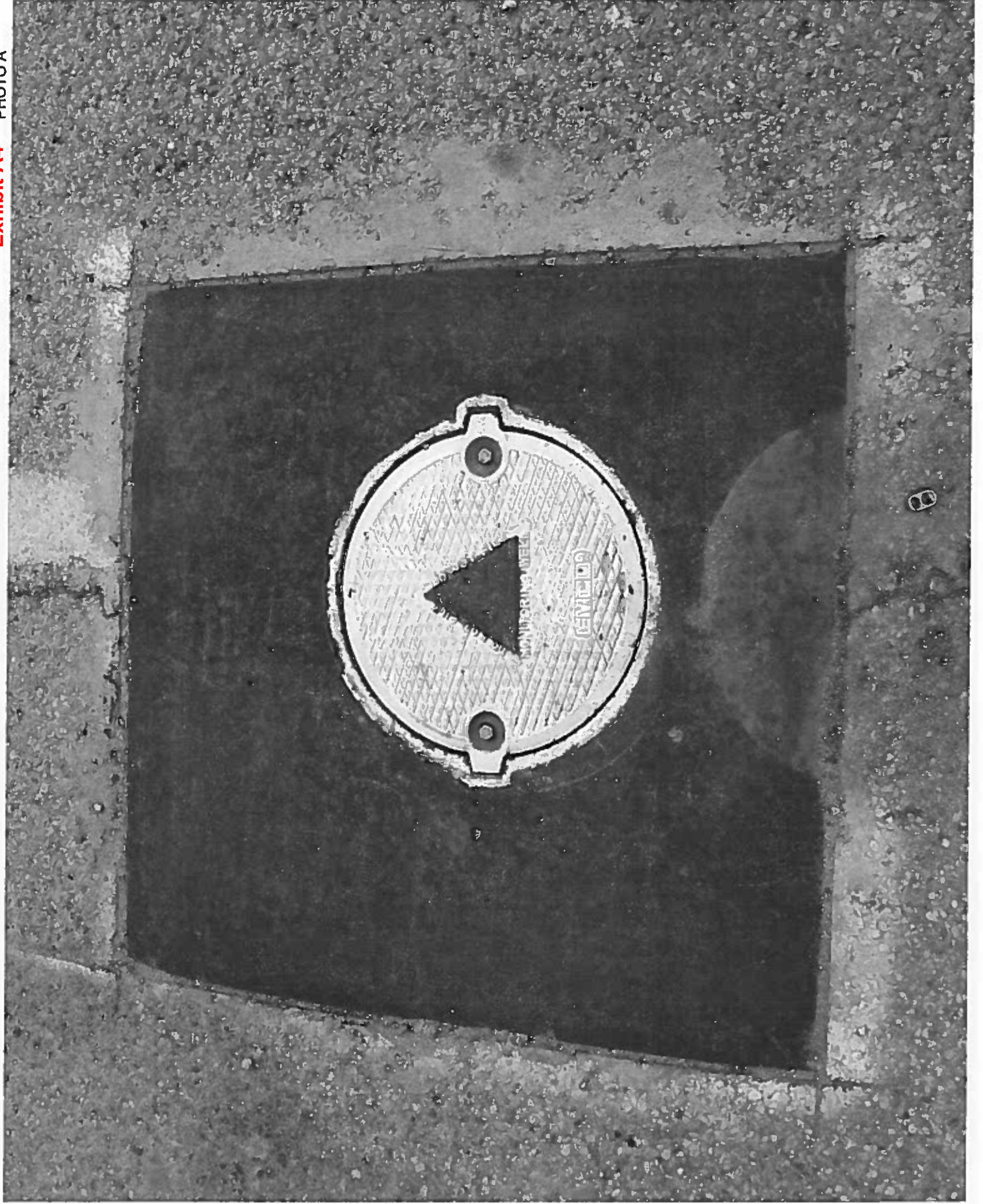
Imagery ©2018 Google, Map data ©2018 Google 50 ft

LEGEND

- Ingress Route
- - - - - Egress Route

**MONITORING WELL MW5-19
INGRESS/EGRESS ROUTE**

Photo of MW5-19



**Photos Showing Method of Securing Monitoring Area
(Using signage and cones)**







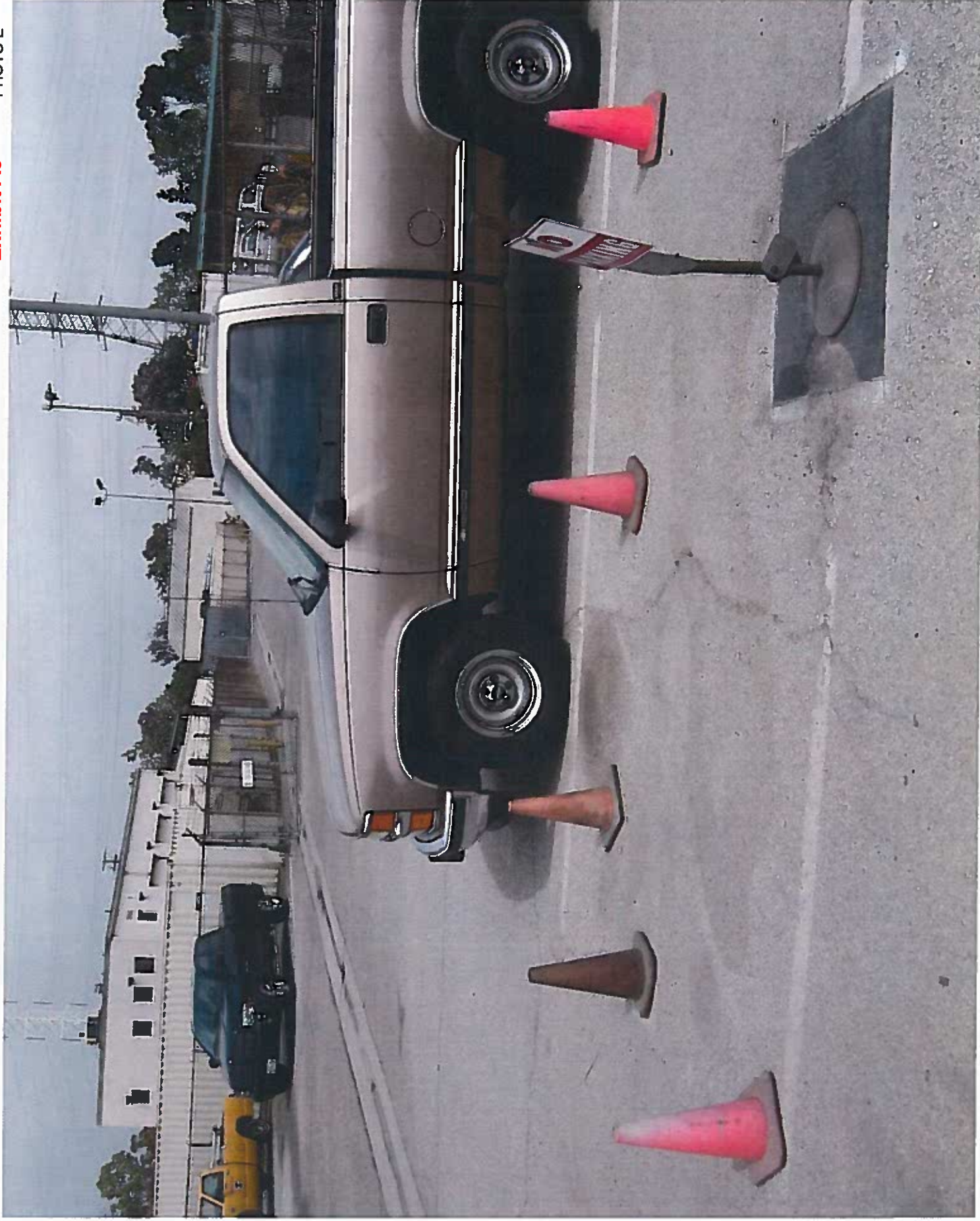


Photo Showing the Typical Sample Truck

Exhibit A9



MW5-19
Typical (Blain Tech Services) crew truck required for sampling work



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

AGENDA SUBMITTAL

To: Administrative/Finance Committee
From: Randy Schoellerman, Executive Director
Date: January 12, 2021
Subject: **Monitoring Well MW5-01 License Agreement with Alderson F, LLC**

Summary

WQA coordinated the construction of several monitoring wells in the Baldwin Park Operable Unit (BPOU) in the 1990's and early 2000's. WQA also executed long term site access agreements with the different entities that owned the property the wells were constructed on.

BPOU monitoring well MW5-01 was constructed on property located at 14910 Los Angeles Street in the city of Irwindale. The site was previous occupied by an AMVETS facility and was acquired by Alderson F, LLC, a developer that owns several adjacent properties.

The developer had initially refused to honor WQA's access agreement with the AMVETS. However, staff and legal counsel worked with the city of Irwindale to require the developer to provide WQA access to the well. The agreement provides for a one-time payment of \$5,000 to the developer to cover design and construction of an access road to the well. The license renews annually and provides for a fee of \$2,400/yr. with a 3% escalator. The cost is reimbursable under the BPOU Project Agreement.

Recommendation / Proposed Action

Approve the License Agreement with the Alderson F, LLC. for MW5-01.

Attachment:

- *License Agreement for the Operation and Maintenance of a Groundwater Monitoring Well MW5-01*

LICENSE AGREEMENT NO. 2020-01

LICENSE AGREEMENT FOR THE MAINTENANCE AND OPERATION OF A GROUND WATER MONITORING WELL

THIS LICENSE AGREEMENT (“license”) is made and entered into by and between **Alderson F, LLC, a California limited liability company** (“**OWNER**” hereinafter), and the **San Gabriel Basin Water Quality Authority, a public agency** (“**LICENSEE**” hereinafter), as of the latest date set forth opposite the respective signatures of the parties hereto (the “Execution Date”).

WITEESSETH

A. Recitals.

(1) OWNER is in escrow to purchase an approximately 2.3-acre property located at 14910 Los Angeles Street, Irwindale, CA 91706 as described on Exhibit A (the “Property”).

(2) LICENSEE was formed by special act of the California Legislature for the purpose of and is engaged in the remediation of groundwater contamination in the San Gabriel groundwater basin which includes the City of Irwindale. LICENSEE desires access to an existing monitoring well (the “Well”) located on the northeast corner of the Property as highlighted on Exhibit B.

(3) The monitoring well will be utilized for the purpose of monitoring, testing, gauging, and sampling ground water.

(4) Upon acquisition of the Property, OWNER desires to permit access to the Well by LICENSEE for the purposes set forth herein and upon the terms and conditions specified in this license.

B. Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Whenever in this license the words or phrases set forth in this Section are used, they shall have the respective meanings ascribed to them in the following definitions:

a. The word “Well” shall mean the monitoring well located on the Property existing as of the Execution Date as shown on Exhibit B;

b. The words “Normal Business Hours” shall mean Monday through Friday from 8:00 am to 5:00 pm.;

c. The word “waters” shall mean waters to be sampled and tested.

d. The phrase “pipes and appurtenances” shall mean pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance, well and any other device located on the Property as of the Execution Date and used or useful in monitoring, testing and sampling of said waters;

e. The phrase “use” shall mean to operate, maintain, use, repair, replace or remove.

2. OWNER hereby licenses LICENSEE, subject to each and all terms and conditions contained in this license, to access and use the existing pipes and appurtenances on the Property for monitoring, testing, gauging, and sampling waters (the “Licensed Use”).

3. Subject to obtaining required approvals, OWNER agrees to create a 10-foot-wide rolled curb and 10-foot-wide decomposed granite path with concrete curb mow strip on the sides in OWNER’S proposed landscape area to allow access for LICENSEE’S consultants’ vehicle to the Well. The entrance to the rolled curb will have two bollards with a chain and lock impeding access to the rolled curb area. LICENSEE shall be given a key to this lock by OWNER. (See Exhibit “B”.)

4. LICENSEE’S Access shall be limited to four times per year. Each of the four periods of access shall be limited to a maximum of eight (8) hours. LICENSEE must provide OWNER with seven (7) days advanced written Notice of the dates and specific times it intends to access the Well. Notwithstanding the foregoing, in the case that the Well needs special maintenance, LICENSEE shall contact OWNER and OWNER will provide reasonable access to the Well to complete such maintenance.

5. OWNER shall have full use of the Property including the area where the Well is located except that OWNER shall not erect or construct any fence, wall or permanent surface or subsurface structure which would prevent access to the Well by LICENSEE or prevent the Licensed Use.

6. The term of this license is for a period of one (1) year from the date of execution of this license and shall be automatically renewed per Paragraph B-10(e) until the same shall be voluntarily surrendered or abandoned by LICENSEE, in accordance with the terms and conditions set forth herein, or

forfeited for noncompliance with the terms hereof. LICENSEE shall limit its activities to the area of the Well and the direct access path thereto. LICENSEE shall limit the number of vehicles on the site to a maximum of two (2) at any time and such vehicles shall only park on the access path and will not obstruct the use of any parking stalls or any part of the parking lot or drive aisles.

7. This instrument is a license, is not transferable or assignable by LICENSEE and does not constitute a sale, lease or any transaction other than a license and LICENSEE shall not acquire any rights whatsoever based upon the uses permitted herein excepting those rights specifically delineated herein.

8. SUCCESSORS. This license shall be binding upon and insure to the benefit of OWNER and its successors and assigns.

9. This license is entered into in lieu of all other licenses or leases owned or held claimed to be owned or held by LICENSEE with regard to the Property. The acceptance of this license hereby shall operate as an abandonment of all such other licenses or leases and a final determination that they are void and of no force and effect.

10. LICENSEE shall:

a. Maintain all pipes and appurtenances in accordance and in conformity with any and all ordinances, rules and regulations hereto or hereafter adopted by the City of Irwindale or other regulatory bodies with jurisdiction over the Property;

b. Pay to OWNER upon the full execution of this license the sum of **Five Thousand Dollars (\$5,000)** to compensate OWNER in part for costs incurred by Owner for the creation of this license as well as for costs incurred by OWNER to design, permit and construct the access to the Well described in Paragraph B-3 above.

c. Pay to OWNER, on demand, the cost of all repairs to the Property made necessary by any operations of LICENSEE or its invitees under this license;

d. Defend, indemnify and hold OWNER and OWNER's tenants and each of their respective members, managers, officers, agents, employees and invitees free and harmless from all claims or liabilities for damage or injuries to persons or property by reason of LICENSEE's negligence or LICENSEE's acts or those of LICENSEE's officers, agents or employees in connection with LICENSEE's operations or use under this license. LICENSEE shall be liable to OWNER for all damages proximately resulting from the failure of LICENSEE to well and faithfully observe and perform each and every provision

of this license including, but not limited to, any amounts for attorneys' fees and court costs assessed by a court of competent jurisdiction;

e. Pay to OWNER on the Execution Date an annual maintenance fee of **Two Thousand Four Hundred Dollars per year (\$2,400/year)**. This maintenance fee shall automatically renew on the anniversary of the Execution Date and each anniversary date thereafter, provided LICENSEE pays an annual license fee equal to the prior year's fee increased by 3%. Should LICENSEE not pay the annual maintenance fee prior to each anniversary date and after thirty (30) Business Days written notice by OWNER, this license shall terminate and be of no further force or effect;

f. Throughout the term of this license, at LICENSEE's sole cost and expense, LICENSEE shall keep or cause to be kept in full force and effect, for the mutual benefit of OWNER and LICENSEE, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the operations of LICENSEE under this license, providing protection of the greater of the insurance held by LICENSEE or at least One Million Dollars (\$1,000,000) per occurrence for bodily injury or death and at least One Million Dollars (\$1,000,000) per occurrence for property damage. Where a combined single limit is utilized, protection of at least Two Million Dollars (\$2,000,000) must be provided. All insurance required by express provision of this license shall be carried only in responsible insurance companies admitted and licensed to do business in the State of California and which are rated A.VII or better according to the most recent A.M. Best Co. Rating Guide. All such policies shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by OWNER;
- (2) Name as additional insureds OWNER and Seventh Street Development, Inc. and OWNER's tenants, lenders and investors to be specified by OWNER;
- (3) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (4) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (5) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by OWNER

of written notice of such cancellation or reduction of coverage' as evidenced by receipt of a registered letter."

(6) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(7) Specify that the insurer waives all rights of subrogation against any of the named additional insureds;

(8) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits; and

(9) Otherwise be in form satisfactory to OWNER. Prior to commencing any access to the Property under this license, LICENSEE shall furnish OWNER with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this license. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by OWNER before LICENSEE commences access to the Property. LICENSEE shall provide OWNER with the renewal of any required policies of insurance prior to the expiration of any required policies of insurance. Subject to OWNER's approval, LICENSEE may maintain a self-insurance program which complies with the provisions provided herein. LICENSEE may effect for its own account insurance not required under this license.

11. Only the Well may be accessed by LICENSEE or agent of LICENSEE under this license. Any additional pipes and appurtenances may be installed, operated and maintained only with the consent of OWNER pursuant to a license agreement with OWNER.

12. If the LICENSEE shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, or shall not, within fifteen (15) days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then OWNER may immediately declare this license expired, revoked or terminated and commence and/or complete any such work. LICENSEE shall be liable to OWNER for any and all costs and expenses incurred by OWNER in connection with any such work including, but not limited to, reasonable overhead expenses in the sum of thirty percent (30%).

13. Upon expiration, revocation or termination of this license, or the permanent discontinuance of use of the pipes and appurtenances or any portion thereof, LICENSEE shall, within ninety (90) days thereafter, cause the Well to be filled and abandoned in compliance with all applicable laws, ordinances, regulations and standards in effect (at such time) for abandonment of wells, including but not limited to the regulations of the California Department of Water Resources. The abandonment shall be completed at LICENSEE's sole cost and expense, and LICENSEE shall restore the rolled curb and restore the surface of the Well Site and the access path with landscaping to a condition which is reasonably satisfactory to OWNER and which matches the surrounding landscaping at the time of the abandonment.

If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, the OWNER may require that the LICENSEE remove all such pipes and appurtenances in accordance with applicable requirements. In the event LICENSEE fails to remove any pipes and appurtenances in accordance with such applicable requirements within the time prescribed by the OWNER, then OWNER may remove such pipes and appurtenances and LICENSEE shall thereafter pay to OWNER the actual cost thereof, plus thirty percent (30%) as and for OWNER's reasonable overhead expenses. Any decision of the OWNER with respect to conditions, interpretations of plans, specifications, ordinances, rules, regulations and/or standards shall be final.

14. Notices - All notices required under this license, or any payments hereunder, shall be served by placing the said notice or payment, postage prepaid, via United States certified mail or by delivery via reputable overnight courier such as Federal Express and addressed as follows:

OWNER:	Alderson F, LLC 3780 Kilroy Airport Way, #520 Long Beach, California 90806 Attn: Craig Furniss
Licensee:	San Gabriel Basin Water Quality Authority 1720 W. Cameron Ave., Suite 100 West Covina, CA 91790 Attn: Randy Schoellerman Executive Director

Any change in address of either of the parties shall be reported forthwith to the other party at the address set forth hereinabove.

15. Compliance with Laws – When conducting its activities on the Property, LICENSEE shall comply with all applicable laws, statutes, ordinances, regulations, procedures, practices and guidelines of any agency department or commission of the United States, the State of California, the County of Los Angeles, the City of Irwindale and any other political subdivision having jurisdiction over LICENSEE or its activities. LICENSEE shall be solely responsible for and shall obtain from the appropriate governmental authorities all necessary licenses, approvals, and permits necessary for the operation or use of monitoring well facilities and for the filling and abandonment of the Well at the end of the term or earlier termination of the License.

16. Attorneys' Fees – In the event that any action is instituted to enforce the terms of this license by either party, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees as awarded by a court of competent jurisdiction.

17. Mechanic's Liens – LICENSEE will not cause or suffer any mechanic's lien, material men's lien or other lien to be placed against the Property in connection with any work performed by LICENSEE or its contractors on the Property. LICENSEE shall post a bond with OWNER or OWNER's lender equal to 150% of the amount of any lien and shall immediately pay any judgment rendered and will have the lien released at LICENSEE's expense and shall reimburse OWNER for all of its reasonable expenses incurred in connection with such lien.

18. Authority – The individuals executing this license on behalf of the respective parties hereto, represent and warrant that they have been duly authorized to do so, and that this license shall be binding upon the party on whose behalf it is executed.

19. Integration/Amendment – This license constitutes the entire agreement of OWNER and LICENSEE with respect to the matters herein, and supersedes any and all prior and contemporaneous agreements, whether oral or in writing. This license may be amended only in writing which must be executed by each party to the license.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WHEREFORE, the parties hereto have executed this license as of the date set forth below opposite the name of each such party.

Dated:

ALDERSON F, LLC
A California limited liability company

By:

Name: Robert Minsky
Its: Manager

Dated:

SAN GABRIEL BASIN WATER
QUALITY AUTHORITY

By:

Name: _____

Title: _____

EXHIBIT A
Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF IRWINDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 10 WEST, S.B.M., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION BEING THE NORTHWEST CORNER OF SAID LAND DESCRIBED IN DEED FROM LOS ANGELES TRUST COMPANY TO JOSEPH P. LONERGAN, RECORDED IN [BOOK 2727, PAGE 115 OF DEEDS](#), RECORDS OF LOS ANGELES COUNTY AND DISTANT 2955.81 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 2 OF SAID SECTION, 502 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY AND NORTHERLY LINES OF SAID RIGHT OF WAY TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 17; THENCE WEST ALONG SAID NORTH LINE TO BEGINNING.

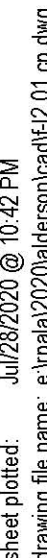
EXCEPTING THEREFROM THE NORTHERLY 30 FEET THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN [BOOK 1304, PAGE 109 OF DEEDS](#).

EXCEPT ALSO THE SOUTHERLY 10 FEET OF THE NORTHERLY 40 FEET OF SAID LAND BY DEED RECORDED [MARCH 11 1985 AS INSTRUMENT NO. 85-263961 OF OFFICIAL RECORDS](#).

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN THE EDWIN ALDERSON'S ACRE LOT TRACT, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 13, PAGE 28 OF MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8437-020-007

2017 Architects Orange, LLP dba AO



ISSUED FOR CONSTRUCTION 2020-08-24