



**San Gabriel Valley Council of Governments
Capital Projects and Construction Committee
Meeting Agenda
Monday, October 28, 2019 12:00PM
West Covina Community Center, 1st Floor
1444 West Garvey Avenue South, West Covina, CA 91791**

Members of the public may comment on any item on the agenda at the time it is taken up by the Committee. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion.

West Covina City Hall is accessible to persons using wheelchairs and with other disabilities. Informational material will be available in large print. Assistive listening devices, materials in other alternate formats, American Sign Language interpreters and other accommodations will be made available upon request. Requests should be made to Deanna Stanley at 626-962-9292 ext. 142 or dstanley@sgvcog.org
Providing at least 72-hour notice will help ensure availability.

- I. Pledge of Allegiance
- II. Roll Call and Introductions
- III. Public Comment
- IV. Approval of Capital Projects and Construction Committee Meeting Minutes of September 23, 2019 Pages 1 – 6 Action
- V. Chairman’s Remarks
- VI. Member Comments
- VII. Chief Engineers Monthly Report Pages 7 – 9 Information
- VIII. Project Construction Progress Reports Information
- IX. Election of Officers Page 10 Action
- X. Hearing on CPCC Resolution of Necessity No. 19-15 for the Turnbull Canyon Road Grade Separation Project APN 8217-004-807 Property Owner: Southern California Edison Pages 11 – 104 Action
- XI. Hearing on CPCC Resolution of Necessity No. 19-16 for the Turnbull Canyon Road Grade Separation Project APN 8218-001-800 Property Owner: Southern California Edison Pages 105 – 230 Action
- XII. Approval of Selection of Construction Management Consultant for the At-Grade Safety Improvement Projects in Pomona and Montebello Pages 231 – 232 Action1

The SGVCOG’s Capital Project and Construction Committee consists of five (5) regional districts; Northeast, Southeast, Central, Southwest, Northwest, the County of Los Angeles and the San Gabriel Valley Council of Governments. Members of the former Alameda Corridor-East Construction Authority (ACE) Board shall maintain a seat on the Committee unless or until completion of all ACE Project(s) in their respective cities. Each member or alternate shall have one vote. A quorum is 50% of its membership. Action taken by the Committee shall be by simple majority of the members present. All disclosable public records related to this meeting are available at www.theaceproject.org and viewing at the Rivergrade Road office during normal business hours.

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|--------|---|-----------------|--------|
| XIII. | Approval of Amendment to Task Order No. 1 on the contract with CWE for Preliminary Engineering and Final Design Services for the Load Reduction Strategy Projects for the Rio Hondo River and Tributaries | Pages 233 – 234 | Action |
| XIV. | Approval of Selection and Award of Contract for As Needed Right of Way Support Services | Pages 235 – 236 | Action |
| XV. | Approval of Second Contract Amendment with OHL for the Construction of the Fairway Drive Grade Separation Project | Pages 237 - 242 | Action |
| XVI. | Approval to Receive and File Quarterly Project Progress Reports | Pages 243 - 253 | Action |
| XVII. | Approval to Receive and File Quarterly Mitigation Monitoring Reports | Pages 254 – 264 | Action |
| XVIII. | Adjournment | | Action |



If you would like to receive the Capital Projects and Construction Committee agenda electronically, please email Amy Gilbert at ahanson@sgvcog.org



SGVCOG Capital Projects & Construction Committee September 23, 2019 Meeting Minutes

1. **Call to Order**

SGVCOG President Sternquist called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:03PM at the West Covina Community Center.

Mr. Christoffels announced that the Committee would need to elect a Chair for the day in the absence of Chair Muela and Vice Chair Sandoval. The Committee elected SGVCOG President, Cynthia Sternquist to act as Chair.

2. **Roll Call:**

In attendance was:

Becky Shevlin, Monrovia
Cory Moss, Industry
Cynthia Sternquist, SGVCOG President
Diana Mahmud, South Pasadena
Hilda Solis, LA BOS
Jack Hadjinian, Montebello
Nancy Lyons, Diamond Bar
Steve Lustro, Pomona
Tim Hepburn, La Verne

Staff:

Mark Christoffels, Chief Engineer
Amy Gilbert
Andres Ramirez
Edward Villanueva
Paul Hubler
Philip Balmeo

Guests:

Art Correa, LACDPW
Charlie Nakamoto, JACOBS
Claudia Mejia, Hill International
Garrett Montoya, DHS Consulting
Greg Murphy, Burke, Williams Sorensen, Legal Counsel
Joshua Nelson, Industry
Keith Gillfillan, Moffatt & Nichol
Lynda Dybee, LSA
Marisa Trautz, TRC
Paulette Maskarino, State Assembly

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Rebecca Barrants, TSC
Ricardo Mendoza, Lee Andrews Group
Ricky Choi, Lee Andrews Group
Robert Delgado, DHS Consulting
Sam Pedroza, Industry
Silvia Santillan, Diego's Auto Repair
Stefanie Graves, Lee Andrews Group
Talin Espinoza, Twining
Timothy Grunt, HDR, Inc.

3. **Pledge of Allegiance** – Member Moss led the pledge of allegiance.
4. **Public Comment** – There were no public comments.
5. **Approval of Capital Projects & Construction Committee Meeting Minutes of July 22, 2019** – A motion was made by member Lyons seconded by member Hepburn to approve the meeting minutes of July 22, 2019.
M/S/C/Lyons/Hepburn/Approved
6. **Chairman Remarks** – The Chair and Committee presented the ACE formal legal counsel, Greg Murphy of Burke, Williams & Sorenson with a plaque and words of appreciation for his time serving the ACE Board, then Capital Projects and Construction Committee.

New attorney David DeBerry of Woodruff, Spradlin & Smart was introduced.
7. **Member Comments** – Member Lyons thanked staff for the recent tour of the ACE projects.
8. **Chief Engineer's Monthly Report** – Mr. Christoffels reviews the current contract change orders in his report.
9. **Project Progress Reports** – Phillip Balmeo, Project Manager of the Durfee Avenue Grade Separation project walked the Committee through the various parcels needed for the project and the intended before and after of each piece of property or land.
10. **Election of Officers** – This item was pulled.
11. **Approval of Selection and Award of On-Call Public Outreach Services Contracts to TRC, Hill International, and Lee Andrews Group** – Mr. Christoffels indicated staff issued a request for proposal for Outreach Services in order to better serve the SGVCOG and ACE as a merged agency. A motion was made by member Hadjinian seconded by member Solis to approve the selection and award of on-call public outreach services contracts to TRC, Hill International, and Lee Andrews Group.

M/S/C/Hadjinian/Solis/Approved

12. **Approval of an Agreement with the City of La Verne for Design of Proposed Gold Line Pedestrian Bridge** – Mr. Christoffels provided early phase project information. He indicated consultants would be attained to provide a scope of work and timeline as the agreement does not outline this. Member Mahmud stated many areas of this project will be completed at the Cities expense, and that it is vital La Verne is made aware of expenditures, as they occur in order to ensure sufficient funding.

A motion was made by member Hadjinian and seconded by member Moss to approve an agreement with the City of La Verne for the design of proposed Gold Line pedestrian bridge.

M/S/C/Hadjinian/Moss/Approved

13. **Approval of Hearing on CPCC Resolution of Necessity No. 19-05 at 500 S. Greenwood Ave., Montebello for the Montebello Corridor Project** – The hearing was opened for CPCC Resolution of Necessity No. 19-05. Legal counsel DeBerry reviewed the process of the hearings of Resolutions of Necessity. He indicated the Committee would be asked to find that the public interest and necessity require the acquisition for the project, the project if planned in a manner that is most compatible with the greatest public good and the least private injury and the property is necessary for the project. He reminded the Committee that this was not the time to discuss compensation and the approval of the Resolutions would not stop parties from negotiating but will allow staff to move forward with legal actions if necessary.

Mark Christoffels explained that items 12-20 relate to the Montebello Corridor Grade Separation project. He reviewed the options considered that would have the least right of way impacts and that an underpass was deemed the best option. Mr. Christoffels reported the SGVCOG received a protest letter. Committee members were given a copy of the letter.

The public comment period was opened. There were no public comments. The public comment period was closed.

Attorney Alan Sozio addressed the Committee regarding the protest letter. He indicated he does not believe the statements made have legal merit. He confirmed that a full appraisal was received by the property owner and that severance damage was included as part of the appraisal.

A motion was made by member Hadjinian and seconded by member Moss to approve CPCC Resolution of Necessary No. 19-05.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

14. **Approval of Hearing on CPCC Resolution of Necessity No. 19-06 at 433 S. Montebello Blvd., Montebello** – Mr. Christoffels indicated that no protest was filed for this resolution.

The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Solis to approve CPCC Resolution of Necessary No. 19-06.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

15. **Approval of Hearing on CPCC Resolution of Necessity No. 19-07 at 809 Mountain View Ave., Montebello** – Mr. Christoffels presented a map of the location of the resolution and explained the reason for acquisition.

The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Solis to approve CPCC Resolution of Necessary No. 19-07.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

16. **Approval of Hearing on CPCC Resolution of Necessity No. 19-08 at 221 S. Montebello Blvd., Montebello** – The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Lyons to approve CPCC Resolution of Necessary No. 19-08.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

17. **Approval of Hearing on CPCC Resolution of Necessity No. 19-09 at 217 S. Montebello Blvd., Montebello** – The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Lyons and seconded by member Hepburn to approve CPCC Resolution of Necessary No. 19-09.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

18. **Approval of Hearing on CPCC Resolution of Necessity No. 19-10 at 213 S. Montebello Blvd., Montebello** – The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 19-10.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

19. **Approval of Hearing on CPCC Resolution of Necessity No. 19-12 at 805 W. Los Angeles Ave., Montebello** – The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Solis and seconded by member Moss to approve CPCC Resolution of Necessary No. 19-12.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

20. **Approval of Hearing on CPCC Resolution of Necessity No. 19-13 at 819 Truck Way, Montebello** – Mr. Christoffels presented the location map to the Committee. He indicated relocation efforts are underway and a full acquisition purchase offer has been made for this property. There were no Committee comments.

The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Shevlin to approve CPCC Resolution of Necessary No. 19-13.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

21. **Approval of Hearing on CPCC Resolution of Necessity No. 19-14 at 810 Truck Way, Montebello** – Mr. Christoffels addressed the protest letter received.

Diego Cruz of Diego's Auto Repair requested the Committee not adopt to Resolution but instead grant an extension of 90 days in order to assure a fair and diligent negotiation process.

Sylvia Santillan of Diego's Auto Repair expressed her concerns to the Committee. Ms. Santillan stated the process of finding a comparable property in the same community has been difficult and is requesting an extension of 90 days to give Diego's Auto Repair and ACE more time to reach an agreement.

Mr. Christoffels address the property owners concerns, stating the issue the agency faces is having enough time to for the court to approve and process this acquisition. He stated a 90-day extension would delay the court process by many months, which could jeopardize the entire project. Mr. Christoffels reported if the Committee approves the resolution today, a court would not see this case until February, which by then, negotiations with the property owner will have been completed.

Member Lyons asked for some clarification on how the extension would affect the project. Mr. Christoffels responded SB1 funds allocated to the project, if not used by a stipulated date would ultimately be returned into state funds and no longer available for the project.

The public comment period was opened. There were no public comments. The public comment period was closed.

A motion was made by member Hadjinian and seconded by member Solis to approve CPCC Resolution of Necessary No. 19-14.

Ayes: Lustro, Solis, Mahmud, Moss, Hadjinian, Hepburn, Shevlin, Lyons, Sternquist
Nays: None

22. **Approval of Hearing on CPCC Resolution of Necessity No. 19-15 for the Turnbull Canyon Road Project** – This item was pulled.
23. **Approval of Hearing on CPCC Resolution of Necessity No. 19-16 for the Turnbull Canyon Road Project** – This item was pulled.
24. **Adjournment** – The meeting was adjourned at 1:24PM. The next meeting is scheduled October 28, 2019.

X

Amy Gilbert
Clerk



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: October 28, 2019

SUBJECT: Chief Engineer’s Monthly Report

The following are items of note since the last meeting:

BUILD Grant – Staff arranged meetings in Washington, DC earlier this month to advocate for a grant application seeking \$20 million in federal funds for the Montebello Boulevard project. Staff was joined during the meeting at the U.S. Department of Transportation by Committee member and Montebello Mayor Jack Hadjinian, Montebello’s Mayor Pro Tem and City Manager as well as by Congressional, LA Metro and freight corridor coalition staff. The grant application was submitted in July 2019 and awards are expected to be announced next month.

Section 190 Program – Staff has submitted nomination applications for the Montebello Boulevard and Turnbull Canyon Road projects to be included in the two-year priority list for the Section 190 Grade Separation Program. The program typically provides approximately \$15 million each fiscal year distributed among three or four grade separation or improvement projects. In May 2019, the Fairway Drive, Fullerton Road and Durfee Avenue projects were awarded \$5 million each in Section 190 funds.

Contracting – The SGVCOG has delegated the Chief Engineer the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action. The following has been approved since the last Committee meeting:

CONSULTANT/VENDOR	REASON FOR CHANGE	CHANGE AMOUNT	REVISED TOTAL CONTRACT VALUE ¹	CUMULATIVE AUTHORIZED CHANGE (%)
Walsh Construction Company – Agreement 11-02, San Gabriel Trench				
Change Order No.71 Change Notice No. 185, 186	Additional funds for sink hole investigation work at AUSD and Rubio Wash invert repairs per County requirements	\$26,982.00	\$173,758,687.64	\$ 1,166,087.64 (0.67%)

¹ For construction, design, and construction management contracts, this amount reflects the contract award made by the CP&C Committee along with any approved amendments. For annual support contracts such as legal services, right of way, auditing, public outreach etc., this amount reflects the current fiscal year authorization as approved by the CP&C Committee.

Change Order No. 72	Mediation Settlement Cost and RFC No. 111 Settlement Agreement	\$880,972.50	\$174,639,660.14	\$ (0.00%)
OHL USA, Inc. – Agreement 14-01, Fairway Drive Grade Separation				
Change Order No. 19	Shutdwon of Dewatering for the Sewer Jack and Bore, Pre-mobilization of SCG Dewatering and Sewer Jack and Bore Receiving Pit Shoring Issues (Verizon).	\$2,335,405.44	\$109,481,632.19	\$19,288,420.44 (21.39%)
Change Order No. 20	South Track Improvements	\$ 699,952.00	\$110,181,584.19	\$ 19,988,372.44 (22.16 %)
Change Order No. 21	Cost Associated with Dewatering in Excess of 650 GPM	\$677,630.89	\$110,859,215.08	\$20,666,003.33 (22.91%)
Change Order No. 22	EMT 2 – Track Removal	\$496,409.80	\$111,355,624.88	\$ 21,162,413.13 (23.46%)
Change Order No. 23	Southern Track Improvements (Storm Drain)	\$678,996.64	\$112,034,621.52	\$ (0.00)
HNTB – Agreement 16-04, Turnbull Canyon Rd. Grade Separation				
Task Order No. 2, Rev. 3	Request for Contract Modification to Address Several Design Changes that Impacted 30% of Geometric Approval and 65% Milestone Submittal Progress	\$231,590.00	\$5,120,096.00	\$ 426,056.00 (9.08%)
Berg & Associates – Agreement 14-05, Fullerton Rd. Grade Separation Construction Manamgent				
Task Order No. 2, Rev. 4	Updated Billing Rates	(\$506,979.68)	\$11,364,983.32	(\$506,979.68) (-4.27%)
Prescience – Agreement 17-02, Durfee Avenue Grade Separation Construction Manamgent				
Task Order No. 2, Rev. 3	Updated Subconsultant Cost Proposal	\$ 0.00	\$5,791,548.36	\$ 0.00 (0.00%)

Community Outreach Update – The following project outreach activities were conducted:

- Distributed construction alert notices regarding daytime and nighttime closures of State Route 60 ramps for the Fullerton Road project;
- Distributed construction alert notices regarding lane reductions on Gale Avenue at the Fullerton Road intersection for the Fullerton Road project;

- Distributed construction alert notices regarding overnight road closure on Durfee Avenue between Olympic Boulevard and West Boulevard for the Durfee Avenue project;
- Distributed construction alert notices regarding intermittent road closures on Stephens Street and Walnut Avenue at Durfee Avenue for 8 week for water line installation for the Durfee Avenue project;
- Distributed construction alert notices regarding weekend nighttime lane and ramp closures on State Route 60 at Fairway Drive and Lemon Avenue/Brea Canyon Road for the Fairway Drive project; and,
- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee Avenue, Turnbull Canyon Road and Montebello Corridor grade separation projects.



MEMO TO: Capital Projects and Construction Committee Members & Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: October 28, 2019

SUBJECT: Election of Officers

In accordance with the Bylaws of the San Gabriel Valley Council of Governments (SGVCOG), there shall be a Capital Projects and Construction Committee, whose members will be appointed by the Governing Board. One Governing Board Member shall be appointed from the Members of each of the five districts in the Council. The cities in each district shall nominate their respective district representative for the Committee and an Alternate and the Governing Board shall ratify the appointments. The President of the Council shall be a Member of this Committee. A Los Angeles County Supervisor who represents a part of the San Gabriel Valley shall also serve as a Committee Member. Members may be re-appointed for up to three terms. The members of the Capital Projects and Construction Committee were determined at the SGVCOG's Special Meeting held on June 6, 2019.

The Committee should hold annual elections to elect a Chair and Vice Chair. The term is to coincide with the beginning of the fiscal year.

The following have shown an interest in the following positions:

Chair – Tim Sandoval

Vice Chair – Corey Moss, Nancy Lyons.



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: October 28, 2019

SUBJECT: Resolution of Necessity for Property Acquisition - No. 19-15
Turnbull Canyon Road Grade Separation Project
Owner: Southern California Edison
Property Address: SW Corner Turnbull Canyon Road & Salt Lake Ave.,
Los Angeles County, State of CA
SGVCOG Parcel No.: 210F
APN: 8217-004-807

RECOMMENDATION: Staff recommends the San Gabriel Valley Council of Governments (“SGVCOG”) Capital Projects and Construction Committee:

1. Conduct a hearing on the proposed Resolution 19-15 of the SGVCOG finding and determining that the public interest, convenience and necessity require the acquisition of certain property interests for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Adopt the attached Resolution 19-15 authorizing the commencement of eminent domain proceedings so as to acquire for construction purposes a 4,387 square foot permanent roadway easement and an 897 square foot temporary construction easement from that certain parcel bearing Assessor’s Parcel Number 8217-004-807. (Note: this requires an affirmative TWO-THIRDS (2/3) vote of the SGVCOG Capital Projects and Construction Committee).

BACKGROUND: SGVCOG was formed pursuant to the California Joint Powers law (Govt. Code section 6500 et seq.) to address regional issues including the implementation of the Alameda Corridor East Project (“ACE Project”). The ACE Project is a multi-phase project that will improve the safety and efficiency of railroad crossings from Los Angeles, east to San Bernardino County to mitigate some of the impacts created by increased rail traffic from the Ports of Long Beach and Los Angeles.

Included in the ACE Project is a grade separation of the existing at-grade crossing of Turnbull Canyon Road and the Union Pacific Railroad (UPRR) mainline (Los Angeles Subdivision). This grade separation project (hereinafter, the “Project”) calls for constructing a roadway overpass on Turnbull Canyon Road between Don Julian Road to the north and Marwood Street to the south, which will eliminate the existing at-grade crossing with the UPRR by elevating vehicle and pedestrian traffic on Turnbull Canyon Road over the existing railroad tracks. The Project will eliminate current and future long delays of traffic at the crossing and is statutorily exempt from CEQA pursuant to Public Resources Code section 21080.13.

The property identified in Resolution 19-15 is owned by Southern California Edison. The Larger Parcel consists of land, approximately 6,133 square feet in size, and is vacant with overhead power lines.

On July 15, 2019, SGVCOG Staff tendered an offer to Southern California Edison in the amount of \$170,300.00, for acquisition of the aforementioned 4,387 square foot permanent roadway easement and 897 square foot temporary construction easement (“Property Interests”).

SGVCOG Staff and its Right of Way agents have attempted in earnest to negotiate a settlement agreement, and although negotiations are ongoing and will continue, the acquisition of the Property Interests has not been consummated. SGVCOG requires possession and use of the Property Interests before work on the property can commence and as there are no assurances that an agreement between the parties will be reached in order to meet the construction schedule, a Resolution of Necessity is being requested.

Pursuant to California Government Code sections 6500 et seq., 7267.2, 37350.5, and 40401 et seq. and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, SGVCOG is authorized to acquire the aforementioned subject property interests in their entirety by eminent domain, provided certain procedural steps are followed.

SGVCOG must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. SGVCOG tendered a statutory Offer to Purchase to the Property owner as required by law based upon an approved appraisal (**Exhibit 1**). To date, although earnest negotiations have taken place, and progress on reaching a compromise has been made, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the property interests referenced above. Prior to the filing of the action, SGVCOG must hold a hearing on the proposed Resolution of Necessity, (**Exhibit 2**) and provide the owner of the affected property an opportunity to be heard, provided that the owner has timely filed a request to be heard in writing with SGVCOG prior to the hearing.

In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing and Request to Be Heard, which were delivered in accordance with the applicable statutes (**Exhibit 3**).

After conducting the public hearing, if the Committee finds that the public necessity so requires, SGVCOG should adopt the attached Resolution of Necessity 19-15, authorizing condemnation proceedings for the purpose of acquiring the Property Interests.

The findings, which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Committee must find:

1. *That the public interest and necessity require the proposed Project.*

As proposed, the Turnbull Canyon Road Grade Separation Project will serve public purposes, as discussed above;

2. *That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.*

SGVCOG evaluated various different grade separation configurations and went through multiple variations of design details for the grade separation to identify and minimize any overall project cost and real estate impacts. Subsequently, as the design of the project progressed, staff evaluated alternative configurations in greater detail. Based on the foregoing, it was determined that an overpass configuration for the Turnbull Canyon road Grade Separation Project was the best alternative. Additionally, staff held a community workshop that engaged stakeholders and community members to get feedback on the Project and its design features. A no build alternative was examined throughout the evaluation of the various design scenarios. Yet, Turnbull Canyon Road is a primary arterial street, serving multiple residential and commercial areas and has been the site of 3 fatalities and multiple injuries at the train crossing. The Project will eliminate the possibility of train—vehicle-pedestrian-bicyclists collisions at this location and the effect of stopped and moving trains on vehicular traffic capacity.

3. *That the Property is necessary for the proposed Project.*

SGVCOG requires the Property Interest for construction of proposed public overhead pedestrian bridge which is part of the overall project design. The purchase of these property interests coincides with current design that has been accepted by all the jurisdictional authorities of the Turnbull Canyon Road Grade Separation Project.

4. *That SGVCOG made the offer to purchase as required by section 7267.2 of the California Government Code.*

The Statutory Offer to Purchase was tendered to the owner of the Property Interest on July 15, 2019.

5. *That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235.*

As evidenced by Exhibit 3, the required notice was given.

6. *That SGVCOG has complied with CEQA.*

The Turnbull Road Grade Separation Project is categorically exempt pursuant to Public Resources Code section 21080.13 and Section 15282(g) of the CEQA Guidelines. The Legislature created an absolute exemption for railroad grade separations via Public Resources Code § 21080.13, which provides that CEQA “does not apply to any railroad grade separation project which eliminates an existing grade crossing, or which reconstructs an existing grade separation.” Cal. Pub. Res. Code § 21080.13. The Project eliminates an existing grade crossing and is therefore, exempt from CEQA.

7. *The Property is necessary for the purpose specified in Section 1240.510 et seq. of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.510 et seq. of the Code of Civil Procedure.*

The acquisition is in compliance with Section 1240.510 in that the proposed public overhead pedestrian bridge is a necessary component of this Project and intended for the greater good of the public. The Project balances the various hardships of all parties affected by this taking, in as much as it is designed to acquire only those interests necessary to construct the project while existing overhead power lines and access to public roads remain.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the property interests are at an end. If SGVCOG adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the property interests may continue.

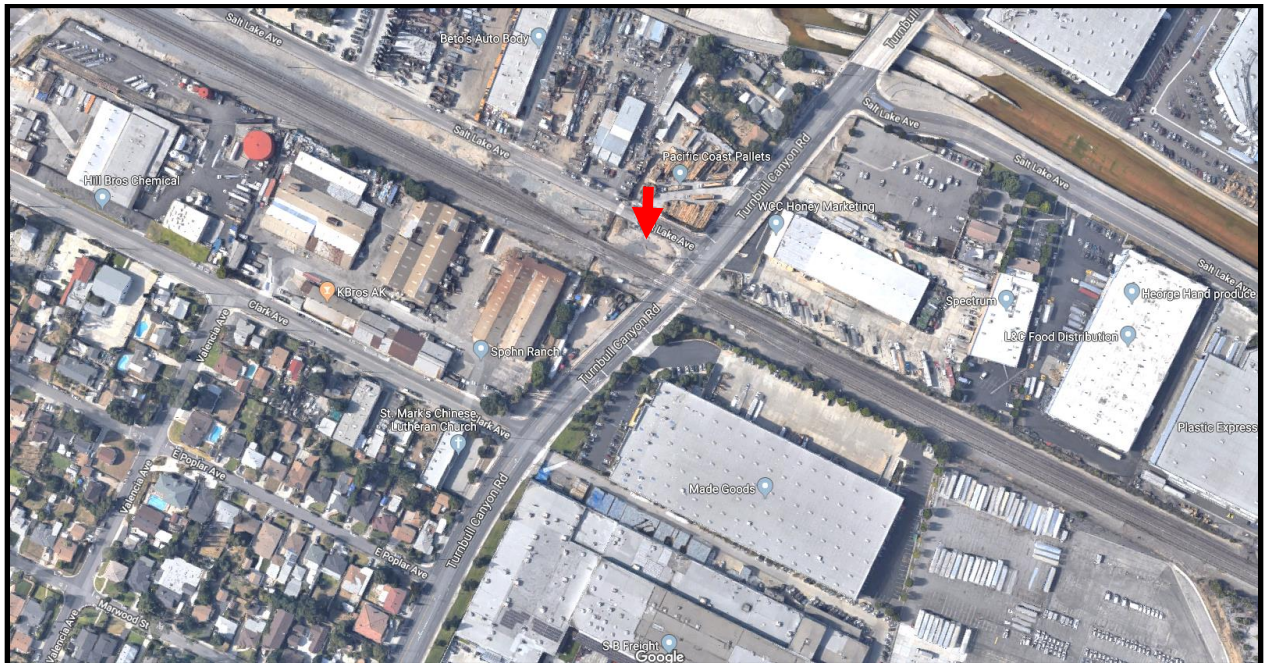
BUDGET IMPACT: Measure R Funds are available for the acquisition of these property interests and are included in the SGVCOG FY 2020 budget.

ATTACHMENTS

Exhibit 1 – Offer Letter dated July 15, 2019.

Exhibit 2 – Resolution of Necessity No. 19-15 with Exhibits

Exhibit 3 – Notice of Hearing and Request to Be Heard



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Turnbull Canyon Road Grade Separation Project

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN 8217-004-807. Upon receipt, please sign below and return to **Albert Harmon**:

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Appraisal Summary Statement
3. Summary Statement Relating to Purchase of Real Property or an Interest Therein
4. Easement Deed with Legal Description and Plat
5. Temporary Construction Easement with Legal Description and Plat
6. SGVCOG Acquisition Handbook
7. Your Rights Under Title VI

Recipient Name (please print) Recipient Signature Date

Phone Cell E-Mail (optional)

Best time to call: _____

The mailing address is correct as addressed

Please update the mailing address as follows:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Turnbull Canyon Road Grade Separation Project

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7. Your Rights Under Title VI

Recipient Name (please print) Recipient Signature Date

Phone Cell E-Mail (optional)

Best time to call: _____

The mailing address is correct as addressed

Please update the mailing address as follows:



San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theSGVCOGproject.org



July 12, 2019

HAND-DELIVERED

Southern California Edison Company
2 Innovation Way
Pomona, CA 91768

RE: Offer to Acquire Property Rights
Turnbull Canyon Road Grade Separation Project
Property Address: SWC Turnbull Canyon Rd. & Salt Lake Ave.
La Puente, CA 91745
SGVCOG Parcel No.: 210F

Dear Property Owner:

San Gabriel Valley Council of Governments ("SGVCOG") is planning to construct the Turnbull Canyon Road Grade Separation Project ("Project") in the City of Industry, California.

The Project will consist of a grade separation of Turnbull Canyon Road and the Union Pacific Railroad (UPRR) between Marwood Street and Don Julian Road, which will require the raising of Turnbull Canyon Road over the existing UPRR tracks. The Project will serve the public interest by eliminating crossing collisions, queuing, congestion, and by reducing vehicle emissions.

As a part of this project, SGVCOG will need to acquire rights from a number of properties, ranging from full acquisitions to temporary construction easements. It has been determined that the project will require the use of your property located at SWC Turnbull Canyon Rd. & Salt Lake Ave., La Puente, CA 91745, bearing Los Angeles County Assessor Parcel Number (APN) 8217-004-807 and which is referred to as SGVCOG Parcel No. 210F. The property interest to be acquired is a 4,387 square foot permanent easement and a 897 square feet temporary construction easement acquisition. If acquired as anticipated, the property is scheduled to be used within two years of its acquisition.

It is the policy of SGVCOG to acquire property, which is in private ownership, only when it is essential to do so, and through voluntary purchase, if possible. While SGVCOG has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

California law requires that before making an offer for the acquisition of real property for the Project, SGVCOG must: obtain an appraisal to determine the fair market value of the

real property being acquired; establish an amount which it believes to be Just Compensation for that property; and make an offer to the owner for an amount not less than the Just Compensation so determined. Accordingly, SGVCOG has had your property appraised to determine its fair market value, as defined in California Code of Civil Procedure Section 1263.320. It was appraised in accordance with commonly accepted appraisal standards and included consideration of the Highest and Best Use of the land, the land's current use and any improvements located thereon. The appraisal has been completed and reviewed, and SGVCOG has determined an amount which constitutes Just Compensation for the real property.

SGVCOG hereby offers you the sum of One Hundred Seventy Thousand Three Hundred and 00/100 Dollars (\$170,300.00) for the acquisition of 8217-004-807. The enclosed Appraisal Summary Statement dated 7/3/19 (Attachment No. 2) outlines the basis for this offer.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9601 et seq., on the subject property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the subject property.

Please be advised that the amount offered does not include any relocation assistance payments to which you or the occupant of the subject property may be entitled.

This is an offer to purchase your property designated as SGVCOG Parcel No. 210F free of all liens and other encumbrances, except as may be expressly agreed to by SGVCOG. If more than one person has an interest in the property which SGVCOG is seeking to acquire, all parties with such interests must accept this offer.

If you are not satisfied with SGVCOG's offer, you are encouraged to present to us any material you believe to be relevant to the value of the property. This material will be carefully considered by SGVCOG, and if, in SGVCOG's opinion, the additional information warrants a change in the offer, SGVCOG's offer will be adjusted accordingly.

You may engage a State of California Certified Appraiser to provide you with an independent opinion of the value of the portion of your property necessary for the project. If you do so, SGVCOG will reimburse you an amount up to \$5,000.00 for an appraisal performed for you by your certified appraiser. Please submit a copy of the invoice from your appraiser with your request for reimbursement.

California regulations provide that each owner from whom SGVCOG purchases real property or an interest therein, or each tenant owning improvements on said property, be provided with information relating to the acquisition procedures pursuant to the Government Code, Paragraph 7267.2(a). This information is included in the Acquisition Handbook enclosed herewith.

If for any reason you should see fit not to accept SGVCOG's offer, please be advised that this letter, the offer made herein, and all matters stated herein are made under the provisions of, inter alia, California Evidence Code Section 1152, and shall not be admissible as evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

SGVCOG has retained HDR Engineering, Inc. (HDR) to work with you throughout this process. Mr. Albert Harmon of HDR is available to meet with you and respond to any questions you may have relating to this offer. He can be reached at (951) 320-7368. If SGVCOG's offer is acceptable, please have the appropriate person sign the acceptance on the enclosed copy of this letter and return the signed copy to Mr. Albert Harmon. Upon receipt of your acceptance, you will be forwarded an Agreement of Purchase and Sale and Joint Escrow Instructions.

Sincerely,



Mark Christoffels
San Gabriel Valley Council of Governments
Chief Engineer

Dated: 7/12/19

ACCEPTANCE

The foregoing offer of the San Gabriel Valley Council of Governments for acquisition of the property described above is hereby accepted:

By: _____

Dated: _____

Name: _____

Its: _____

APPRAISAL SUMMARY STATEMENT

Basis of Appraisal. The market value for the property to be acquired is based upon an appraisal prepared by the signer of this statement, in accordance with accepted principals and procedures. Full consideration has been given to zoning, utility, marketability and development potential of the subject property. Recent sales of comparable properties (see Improved Sales Summary) were utilized to determine the just compensation for the proposed acquisition, as well as a Cost Approach and an Income Approach.

BASIC PROPERTY DATA

OWNERSHIP:	Southern California Edison Company
LOCATION:	Southwest corner of Turnbull Canyon Road and Salt Lake Avenue in unincorporated Los Angeles County
ASSESSOR'S PARCEL NUMBER:	8217-004-807
INTERESTS APPRAISED:	Fee Simple Estate Roadway Easement Temporary Construction Easement (TCE)
DATE OF VALUATION:	June 25, 2019
DATE OF REPORT:	July 3, 2019
APPLICABLE ZONING:	M-1 (Light Manufacturing)
PRESENT USE:	Vacant with Overhead Power Lines
LARGER PARCEL LAND AREA:	6,133 square feet
EXISTING IMPROVEMENTS:	Chain Line Fencing

HIGHEST & BEST USE:

As Improved - Utility Corridor
As Though Vacant - Utility Corridor

PROPOSED ACQUISITIONS:

4,387 SF Roadway Easement
897 SF Temporary Construction Easement

IMPROVEMENTS WITHIN THE ACQUISITIONS:

Roadway Easement - 295 linear feet of 6 foot tall chain link fencing

TCE - 40 linear feet of 6 foot tall chain link fencing

VALUATION SUMMARY

LARGER PARCEL VALUE:

\$255,000 (land only)

VALUE OF THE ACQUISITIONS:

\$163,200 Roadway Easement
\$ 6,100 Temporary Construction Easement

SEVERANCE DAMAGES:

\$ 1,000

BENEFITS:

\$ 0

TOTAL JUST COMPENSATION:

\$170,300

APPRAISAL FIRM:

Thomas M. Pike, Jr., MAI

PREPARED BY (Signature):



NAME (Printed):

Thomas M. Pike, Jr., MAI

DATE:

July 3, 2019

DEFINITION OF FAIR MARKET VALUE

(See Code of Civil Procedure 1263.320, a & b)

- (A) The fair market value...is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy under no particular necessity for doing so, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

- (B) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

LAND SALES SUMMARY

SALE	LOCATION	DATE	PRICE	SIZE	PRICE/SF	LOCATION	IMPROVEMENTS
1	9623 Rush Street, South El Monte	Escrow	\$1,250,000	27,189 SF	\$45.97	Slightly Inferior	None
2	2727 Rosemead Blvd., South El Monte	4-19	\$1,090,000	26,410 SF	\$41.27	Slightly Superior	None
3	14835 Clark Avenue, Hacienda Heights	9-18	\$3,000,000	61,451 SF	\$48.82	Comp	Partially paved, perimeter fencing
4	2310 Seaman Avenue, South El Monte	4-18	\$ 499,000	12,832 SF	\$38.89	Inferior	SFR removed by the buyer
5	19650 San Jose Avenue, Rowland Heights	3-18	\$2,175,000	46,782 SF	\$46.49	Comp	Paved, fenced, small office
Subject				6,133 SF			

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

San Gabriel Valley Council of Governments (SGVCOG) is proposing to purchase real property or interests therein in connection with the construction of the Turnbull Canyon Road Grade Separation Project (Project) and related improvements and appurtenances.

Your property with Assessor Parcel No. 8217-004-807 is within the Project area.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property, or an interest therein, or as a tenant owning improvements on the property, must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.
2. SGVCOG will offer to purchase any remnant(s), if any, considered by SGVCOG to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed, unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is a permanent easement of 4,387 square feet, and a temporary construction easement of 897 square feet of APN 8217-004-807. The property being purchased comprises 6,133 total square feet of land area, described in the attached right of way contract and exhibits therein.
4. The market value of the property proposed to be acquired is based upon a market value appraisal, which is included in the attached appraisal OR summarized on the attached Appraisal Summary Statement, and such amount:
 - A. Represents the full amount of the appraisal as just compensation for the property proposed to be purchased;
 - B. Is not less than the approved appraisal of the fair-market value of the property, as improved.
 - C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself, or by the likelihood that the property would be acquired for, or in connection with, the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - D. Does not reflect any consideration of, or allowance for, any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with SGVCOG.
 - E. Is predicted on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 United States Code Section 9601 et seq., on the subject property.
5. Pursuant to Code of Civil Procedure Section 1263.025, if you should elect to obtain an independent appraisal, SGVCOG will pay for the actual reasonable costs up to Five Thousand and 00/100 Dollars (\$5,000.00) subject to the following conditions:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

- A. You, not SGVCOG, must order the appraisal. Should you enter into a contract with the selected appraiser, SGVCOG will not be a party to the contract;
 - B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA); and
 - C. Appraisal cost reimbursement must be made in writing, and submitted to HDR Engineering, Inc., Attn: Albert Harmon at 2280 Market Street, Suite 100, Riverside, CA 92501, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to SGVCOG concurrent with the submission of the written request. The costs must be reasonable and justifiable.
6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of business goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
 7. If you ultimately elect to reject SGVCOG's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
 8. You are entitled to receive all benefits that are available through donation to SGVCOG of all or part of your interest in the real property sought to be acquired by SGVCOG as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HDR
Attn: Real Estate Services
2280 Market Street Suite 100
Riverside, CA 92501

The Above Space For Recorder's Use Only

A Portion of APN(s): 8217-004-807

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Southern California Edison Company, a Corporation ("Grantor")** does hereby GRANT and CONVEY to **San Gabriel Valley Council of Governments ("Grantee")** and its successors and assigns, an easement for roads and public use, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Industry, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as **Exhibit "A"** and depicted attached hereto as **Exhibit "B"**; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTORS:

Southern California Edison Company, a Corporation

By: _____

Its: _____

Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Easement Deed (Parcel No. **210F**) dated _____ from **Southern California Edison Company, a Corporation, (“GRANTOR”)** to the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GRANTEE”)**, acting in furtherance of the **ALAMEDA CORRIDOR-EAST PROJECT**, is hereby accepted by the undersigned on behalf of the Governing Board pursuant to authority conferred by that certain Joint Powers Agreement dated September 17, 1998, as amended, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Mark Christoffels
Chief Engineer

EXHIBIT "A"
LEGAL DESCRIPTION OF
EASEMENT AREA

APN: 8217-004-807

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60 FEET WIDE) AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD, FORMERLY TENTH AVENUE WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 63°54'15" WEST, 44.30 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C;

THENCE ALONG SAID NORTHEASTERLY LINE NORTH 63°54'15" WEST, 121.80 FEET TO THE SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED FEBRUARY 20, 1998 AS INSTRUMENT NO. 98-278945 OF OFFICIAL RECORDS OF SAND COUNTY;

THENCE ALONG SAID PROLONGATION SOUTH 26°15'26" WEST, 36.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 63°54'15" EAST, 121.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,387 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.


JAMES R. RIOS, PLS 8823 06/14/2019
DATE

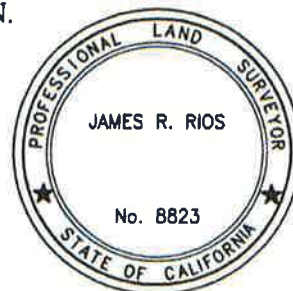
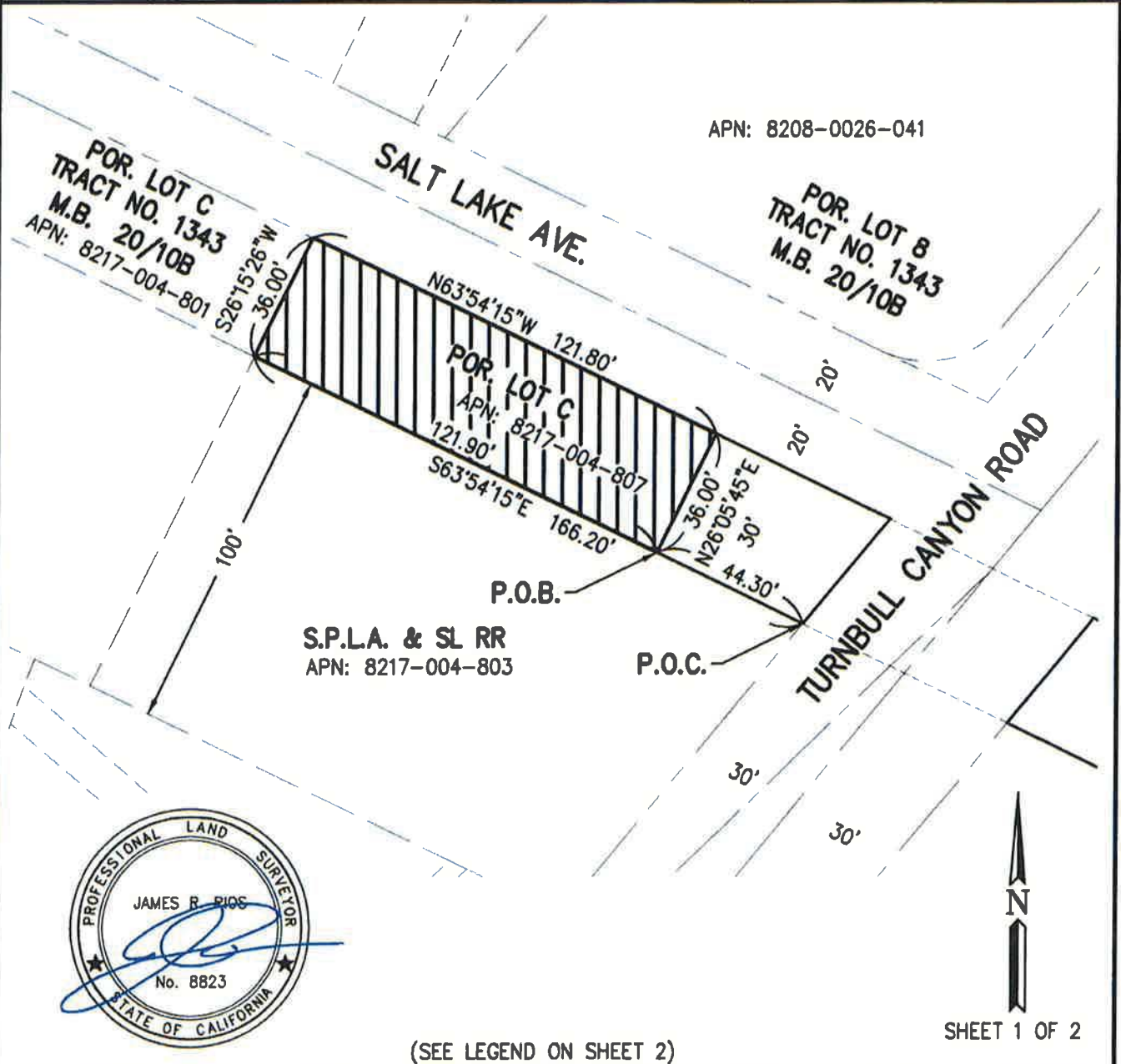


EXHIBIT "B"
MAP OF EASEMENT AREA

APN: 8217-004-807

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	ACCEPTED BY: <i>[Signature]</i>
IN BK. 20/10-11 OF MAPS	CHIEF ENGINEER
APN: 8217-004-807	DATE: <u>6/18/19</u>



SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	4,387	1,746

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	
TOWILL, INC	SGVCOG RECOMMENDED BY:
<i>[Signature]</i>	<i>[Signature]</i> 06/18/19
CHECKED BY: LS.: 8823	PROJECT MANAGER DATE

TURNBULL CYN RD. GRADE SEPARATION CITY OF INDUSTRY

DATE:	06/13/2019
SCALE:	1" = 40'
REV. No.	DATE:
REV. No.	DATE:
SGVCOG PARCEL No.	210F

A:\VCO\jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F\210F ROADWAY\15312_Roadway_Esmt_210F.dwg; Jun 14, 2019 - 4:12pm

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

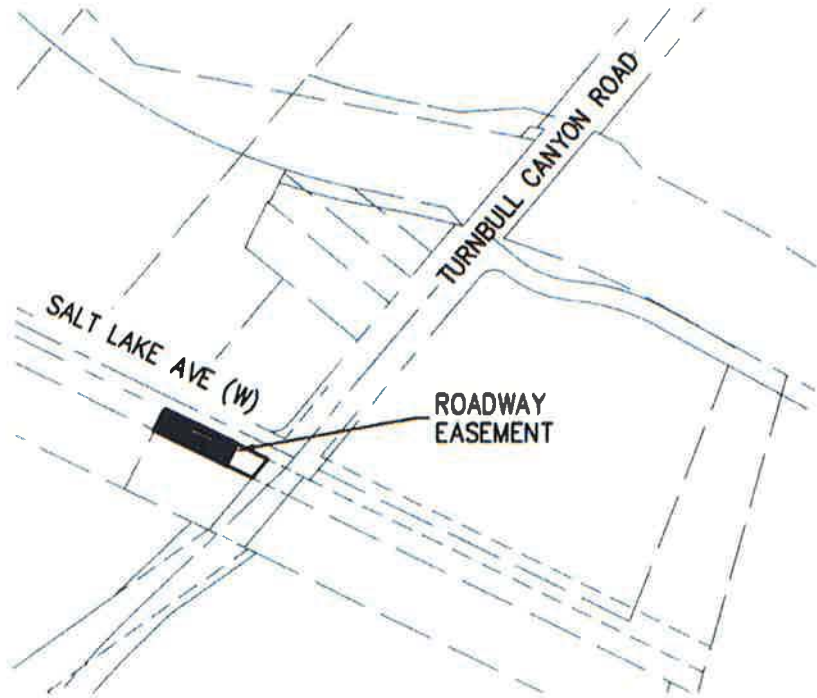
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

APN: 8217-004-807

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 6/18/19



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES ARE TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 4,387 SQ. FT. (0.101 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	4,387	1,746

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

SGVCOG RECOMMENDED BY: *[Signature]* DATE: 6/18/19

**TURNBULL CYN RD.
GRADE SEPARATION**

CITY OF INDUSTRY

DATE: 06/13/2019

SCALE: N.T.S.

REV. No. DATE:

REV. No. DATE:

SGVCOG PARCEL No. 210F

PARCEL: 210F ROADWAY

P.O.B. NORTHING: 1,829,413.4954 P.O.B. EASTING: 6,569,965.6108

BEARING: N63°54'15"W DISTANCE: 44.30'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

T.P.O.B. NORTHING: 1,829,432.9827 T.P.O.B. EASTING:
6,569,925.8247

BEARING: N26°05'45"E DISTANCE: 36.00'
NORTHING: 1,829,465.3126 EASTING: 6,569,941.6600

BEARING: N63°54'15"W DISTANCE: 121.80'
NORTHING: 1,829,518.8885 EASTING: 6,569,832.2772

BEARING: S26°15'26"W DISTANCE: 36.00'
NORTHING: 1,829,486.6032 EASTING: 6,569,816.3508

BEARING: S63°54'15"E DISTANCE: 121.90'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

PERIMETER: 360.00'
AREA: 4,386.55 square feet / 0.101 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:36,000,099,997

NO FEE DOCUMENT
Government Code §6103 & §27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HDR
Attn: Real Estate Services
2280 Market Street Suite 100
Riverside, CA 92501

The Above Space For Recorder's Use Only

A Portion of APN(s): 8217-004-807

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Southern California Edison Company, a Corporation ("Grantor")**, hereby grants to the **San Gabriel Valley Council of Governments ("Grantee")**, its successors and assigns, the right, on a temporary basis, to enter and utilize certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on **Exhibit "A"** (legal description), and depicted on **Exhibit "B"** (plat to accompany legal description), attached hereto and made a part hereof (the "Temporary Construction Easement Area"), as well as the right to use the larger parcel of which the Temporary Construction Easement Area is a part ("Property") for reasonable access, reasonable right of ingress and egress to and from the Temporary Easement Area, upon the terms set forth below.

1. Purpose: This TEMPORARY CONSTRUCTION EASEMENT ("TCE") is for the purpose of constructing the Turnbull Canyon Road Grade Separation Project ("Project"), a public project. The TCE shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen (collectively, "Authorized Personnel") to: (i) use, control, and occupy the Temporary Construction Easement Area in order to perform all activities as may be necessary for construction of the Project; (ii) have access to, ingress to, and egress from the Temporary Construction Easement Area; (iii) use and temporarily place and operate tools, equipment, machinery, and materials on and within the Temporary Construction Easement Area; and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Temporary Construction Easement Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the ("Work").

2. Term: The Temporary Construction Easement shall be for a period not to exceed 30 months. Actual physical use and occupation of the TCE Area for Project Construction purposes, and all uses appurtenant thereto, will occur during a phase for a total of 12 months ("Occupational Period"), which shall commence following written notice provided to burdened parcel owner, by easement holder. During the Occupational Period, access and use of the TCE area will be allowed to the extent that said portion of the TCE is not being used for Project construction or staging purposes at that time. During the remaining 18 months of the TCE term, no actual physical occupancy and/or use of the TCE Area by the easement holder will occur ("Non Occupational Period").

At the expiration of the Temporary Construction Easement, easement holder shall restore such property to a condition as near as practicable to the condition that existed immediately prior to easement holder's operations. Easement holder shall not be required to restore vegetation to the pre-existing condition.

3. No Unreasonable Interference. Grantee will at all times during the TCE Term allow for Grantor to have and maintain reasonable access to and from the Property, and Grantee will stage and coordinate work with Grantor so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Grantor and its tenants may use such portions of the Temporary Construction Easement Area as are not then being used by Grantor for the Work.

4. Restoration. Upon completion of the Work, Grantee will cause all of the equipment, materials, tools, trash and debris to be removed from the Temporary Construction Easement Area, and will have the Temporary Construction Easement Area restored to a condition as nearly as practicable to its condition prior to its use by Grantee. However, Grantee shall not be required to restore vegetation to the pre-existing condition.

5. Miscellaneous. Any oral representations concerning or modifications of the instrument constituting this TCE shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Southern California Edison Company, a Corporation

By: _____

Its: _____

Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (SEAL)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Temporary Construction Easement Deed (Parcel No. **210F**) dated _____ from **Southern California Edison Company, a Corporation, (“GRANTOR”)** to the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GRANTEE”)**, acting in furtherance of the **ALAMEDA CORRIDOR-EAST PROJECT**, is hereby accepted by the undersigned on behalf of the Governing Board pursuant to authority conferred by that certain Joint Powers Agreement dated September 17, 1998, as amended, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Mark Christoffels
Chief Engineer

EXHIBIT "A"
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION EASEMENT AREA

APN: 8217-004-807

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60 FEET WIDE) AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD, FORMERLY TENTH AVENUE WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 44.30 FEET
THE POINT OF BEGINNING;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 63°54'15" EAST, 2.38 FEET TO THE WESTERLY LINE THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED MAY 08, 1996 AS INSTRUMENT NO. 96-716990, OFFICIAL RECORDS OF SAID COUNTY, SAID WESTERLY LINE BEING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'14" AN ARC LENGTH OF 51.19;


THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 44°43'26" WEST, 0.40 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 63°54'15" WEST, 27.84 FEET
TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 897 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 06/14/2019 DATE

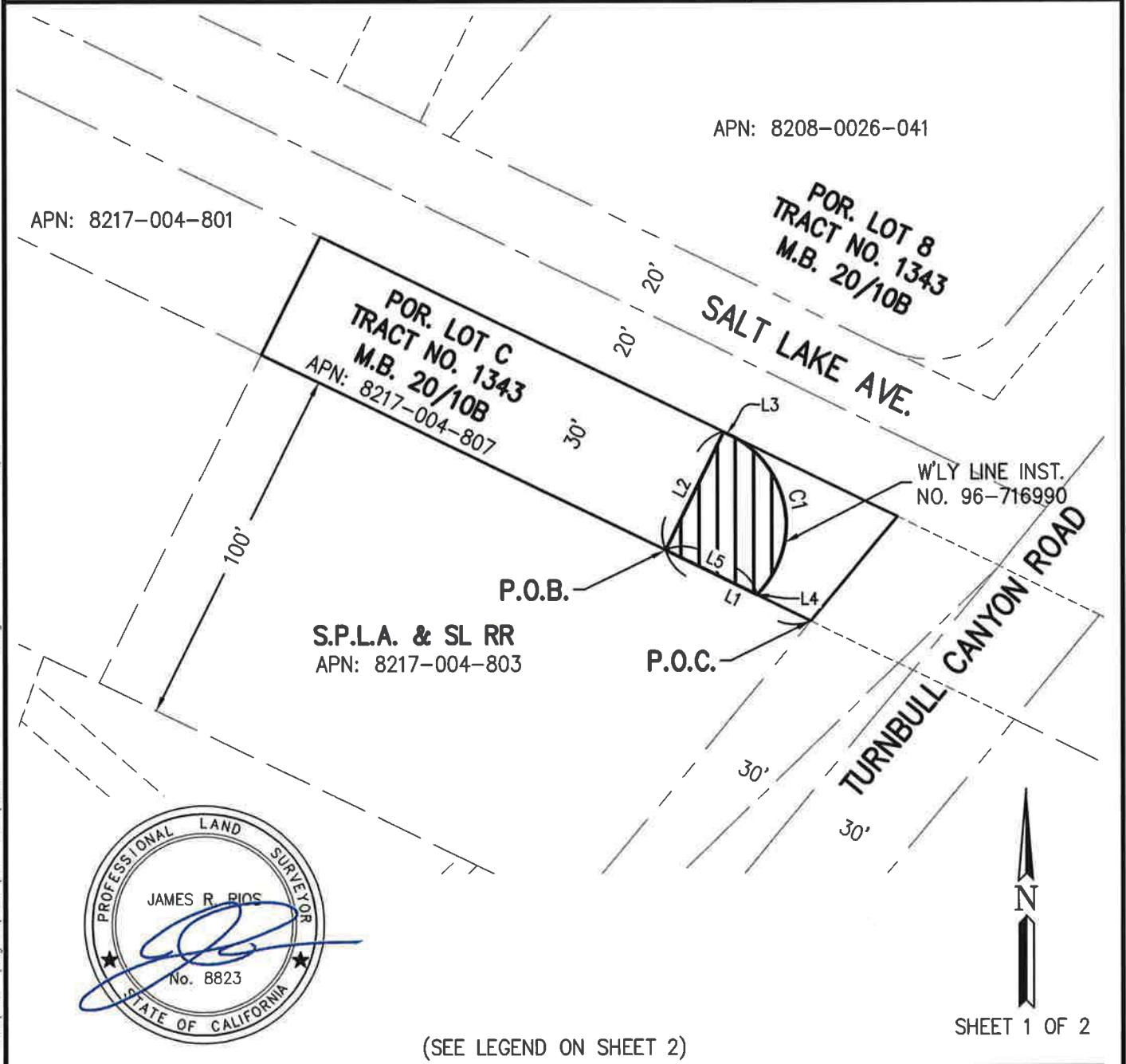


EXHIBIT "B"
MAP OF TEMPORARY
CONSTRUCTION EASEMENT AREA

APN: 8217-004-807

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	ACCEPTED BY:
IN BK. 20/10-11 OF MAPS	CHIEF ENGINEER
APN: 8217-004-807	DATE: <u>6/18/19</u>



(SEE LEGEND ON SHEET 2)

SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	5,236

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	
TOWILL, INC	SGVCOG RECOMMENDED BY:
CHECKED BY: L.S.: 8823	PROJECT MANAGER DATE: <u>06/18/19</u>

TURNBULL CYN RD. GRADE SEPARATION
CITY OF INDUSTRY

DATE:	06/13/2019
SCALE:	1" = 40'
REV. No.	DATE:
REV. No.	DATE:
SGVCOG PARCEL No.	210F

I:\EGJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F\TCE\15312_TCE_Esmt_210F.dwg: Jun 14, 2019 - 5:03pm

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

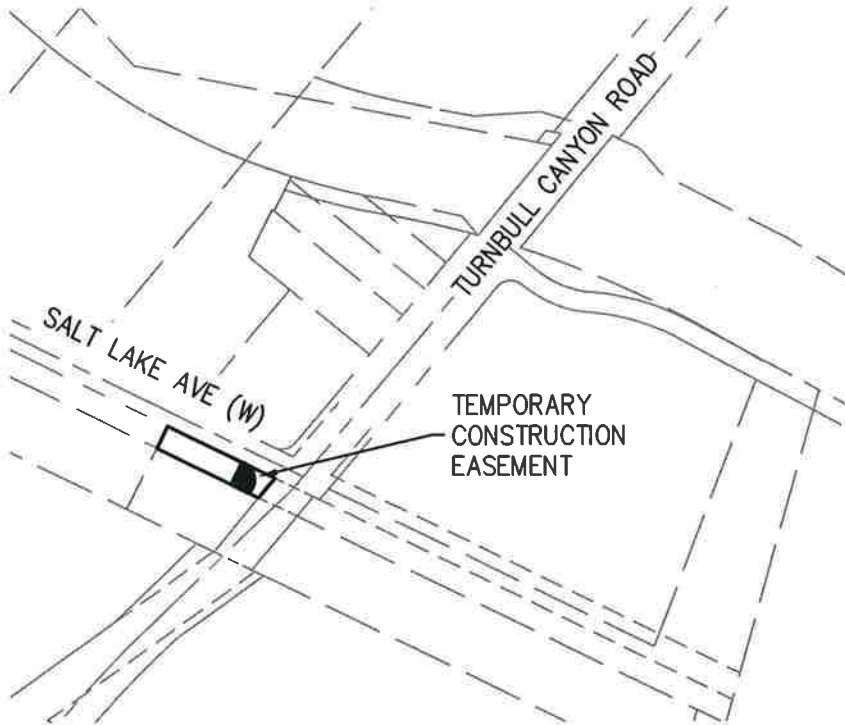
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

APN: 8217-004-807

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 6/18/19



VICINITY MAP
NOT TO SCALE

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	108°37'14"	27.00'	51.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°54'15"W	44.30'
L2	N26°05'45"E	36.00'
L3	S63°54'15"E	2.38'
L4	S44°43'26"W	0.40'
L5	N63°54'15"W	27.84'

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES ARE TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES.
AREA= 897 SQ. FT. (0.012 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	5,236

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

**TURNBULL CYN RD.
GRADE SEPARATION**

CITY OF INDUSTRY

SGVCOG RECOMMENDED BY: *[Signature]* 06/18/19 / DATE

PROJECT MANAGER / DATE

DATE: 06/13/2019

SCALE: N.T.S.

REV. No. DATE:

REV. No. DATE:

SGVCOG PARCEL No. 210F

I:\NEO\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F\210F_TCE\Esmt_210F.dwg; Jun 14, 2019 - 4:04pm

PARCEL: 210F TCE

P.O.B. NORTHING: 1,829,413.4954 P.O.B. EASTING: 6,569,965.6108

BEARING: N63°54'15"W DISTANCE: 44.30'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

T.P.O.B. NORTHING: 1,829,432.9827 T.P.O.B. EASTING:
6,569,925.8247

BEARING: N26°05'45"E DISTANCE: 36.00'
NORTHING: 1,829,465.3126 EASTING: 6,569,941.6600

BEARING: S63°54'15"E DISTANCE: 2.38'
NORTHING: 1,829,464.2637 EASTING: 6,569,943.8015

RADIAL IN: S26°05'45"W RADIAL OUT: S45°17'02"E
DELTA: 108°37'14" RADIUS: 27.00' LENGTH: 51.19'
TANGENT: 37.59' CHORD: 43.86'
NORTHING: 1,829,421.0190 EASTING: 6,569,951.1112

BEARING: S44°43'26"W DISTANCE: 0.40'
NORTHING: 1,829,420.7351 EASTING: 6,569,950.8300

BEARING: N63°54'15"W DISTANCE: 27.84'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

PERIMETER: 162.12'
AREA: 896.82 square feet / 0.021 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:16,211,607,909



THE SGVCOG PROJECT

ACQUISITION HANDBOOK

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WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?

State and Federal constitutions and the Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize the purchase of private property for public use and assure full protection of the rights of each citizen.

The ACE Project of the San Gabriel Valley Council of Governments (SGVCOG) is committed to ensure that you receive the same price that you would receive if you sold your property privately on the open market. This price is called the property's "fair market value." SGVCOG cannot buy your property for more than its worth, but it can and will assure you that you do not have to sell your property for less than its fair market value.

At the time the offer is made to purchase your property, you may obtain your own appraisal and the SGVCOG will reimburse you up to \$5,000 for the actual reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Acquisition Agent will provide more information concerning this reimbursement at the time of the offer.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

Many months of preliminary study and investigation are spent considering possible locations for the Project. Consideration of the environmental elements and the social effect(s) are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies are actively sought so that various views can be considered during the analysis phase of the project. The process includes public hearings that provide individuals with an opportunity to express their views on the locations under consideration.

A number of specialists review project designs to evaluate the environmental and social impacts. Among these specialists are statisticians, economists, environmentalists, advance planners, design engineers, and relocation advisors. As a result of this team effort, the best possible location for a transportation facility is selected. The goal is to have the project provide the greatest public good and the least private injury or inconvenience while rendering the best possible service.

HOW WILL SGVCOG DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, SGVCOG will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

SGVCOG is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by SGVCOG on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the

date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You will be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you prefer, you may designate a representative for this purpose.

ONCE SGVCOG DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL SGVCOG GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and
- Possible project delays caused by factors outside the control of SGVCOG.

Typically, when there are no funding Issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

SGVCOG will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE SGVCOG STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The SGVCOG statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, SGVCOG will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:

- You may order your own Independent appraisal. Should you enter into a contract with the selected appraiser, SGVCOG will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time SGVCOG makes its offer to you, it will offer to pay you the reasonable cost, not to exceed \$5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to SGVCOG. In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to SGVCOG concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT SGVCOG'S INITIAL OFFER?

NO. You are entitled to present evidence as to the amount you believe is the fair market value of your property, and to make suggestions for changing the terms and conditions of the offer. SGVCOG will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, SGVCOG may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with SGVCOG. SGVCOG is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT SGVCOG'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after SGVCOG signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY SGVCOG?

If you and SGVCOG are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or SGVCOG may choose not to acquire the property. In the latter case, SGVCOG will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's Capital Project and Construction Committee of the San Gabriel Valley Council of Governments. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and

other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows SGVCOG to have possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, SGVCOG must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount. **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge SGVCOG's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by SGVCOG, you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and SGVCOG enter into an agreement for the sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to SGVCOG.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after SGVCOG acquires your property.

Escrow or SGVCOG will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from SGVCOG after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by SGVCOG.

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by SGVCOG. If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), SGVCOG will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling

price if offered for sale on the condition that the buyer will remove it at his or her own expense.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN SGVCOG ACQUIRE ONLY A PART OF MY PROPERTY?

YES. But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, SGVCOG will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO SGVCOG AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by SGVCOG on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by SGVCOG does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on pages 7-8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

After your GI home mortgage loan has been repaid, you will be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when SGVCOG acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544. "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

LOSS OF BUSINESS GOODWILL

CALIFORNIA CODE OF CIVIL PROCEDURE

SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

- (1) The loss is caused by the taking of the property or the injury to the remainder.
- (2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
- (3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
- (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit

for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents papers. Books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.



THE SGVCOG PROJECT

YOUR RIGHTS UNDER

TITLE VI

YOUR RIGHTS UNDER TITLE IV OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 12898

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI, 42 U.S.C. §§ 20000d et seq., was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

WHAT IS EXECUTIVE ORDER 12898?

This Executive Order directs federal agencies to make achieving environmental justice part of their mission by identifying and addressing, as appropriate, disproportionately high adverse human health or environmental effects of agency activities on minority and low-income populations.

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from the San Gabriel Valley Council of Governments (SGVCOG) activity will be administered without regard to race, color, or national origin.

SGVCOG will not tolerate discrimination by its employees or recipients of Federal funds. SGVCOG prohibits all discriminatory practices which may result in:

- Denial to an individual of any service, financial aid, or benefit provided under the program to which he or she *may* otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, SGVCOG will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work SGVCOG performs is intended to assist the transportation needs of all people regardless of race, color, national origin and/or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All SGVCOG employees and its functional programs are responsible to ensure compliance with Title VI.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of SGVCOG services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with SGVCOG. The address and telephone number of the office is:

The ACE Project of the San Gabriel Valley Council of Governments

4900 Rivergrade Road, Suite A120

Irwindale, CA. 91706

Tel: (888) SGVCOG-1426

Email: info@theACEproject.org

CPCC RESOLUTION NO. 19-15

A RESOLUTION OF THE SAN GABRIEL
VALLEY COUNCIL OF GOVERNMENTS
CAPITAL PROJECTS AND CONSTRUCTION
COMMITTEE FINDING AND DETERMINING
THAT THE PUBLIC INTEREST,
CONVENIENCE AND NECESSITY REQUIRE
THE ACQUISITION OF CERTAIN PROPERTY
FOR PUBLIC PURPOSES

THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS
AND CONSTRUCTION COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Capital Projects and Construction Committee (“Committee”) of the San Gabriel Valley Council of Governments after consideration of the staff report, staff representation, any discussion or oral testimony and all other evidence presented at its Meeting on Monday, October 28, 2019 at 12:00 p.m. finds, determines and declares the following recitals to be true and correct:

- (a) The San Gabriel Valley Council of Governments is authorized by statute and pursuant to that certain Joint Powers Agreement dated September 17, 1998, as amended, to acquire property by eminent domain within the City of Hacienda Heights and City of Industry, County of Los Angeles, CA for the Turnbull Canyon Road Grade Separation Project (“Project”) as part of the Alameda Corridor East – Gateway to America Project; and
- (b) The public interest and necessity require the Turnbull Canyon Road Grade Separation Project located in Los Angeles County, City of Hacienda Heights and City of Industry, State of CA as part of the ACE Project, which includes railroad crossing safety and efficiency improvements and all uses appurtenant thereto intended to partially mitigate the impacts of increased rail traffic from the completed Alameda Corridor on motor vehicle traffic (the “Project”); and
- (c) The Project is planned and located in a manner that will be the most compatible with the greatest public good and least private injury in that it is specifically designed to improve traffic safety and efficiency along Turnbull Canyon Road between Don Julian Road and Marwood Street; and
- (d) The interests in real property to be acquired (collectively the “Property Interests”) are a permanent roadway easement and temporary construction easement (“TCE”) which are part of the Larger Parcel located at SW Corner Turnbull Canyon Road & Salt Lake Ave, Los Angeles County, State of CA which bears the APN: 8217-004-807. Said Property Interests are legally described in attached Exhibit A-1 and A-2, are depicted on attached Exhibit B-1 and B-2, and are further defined in Exhibit C, which exhibits are incorporated herein by reference and made a part

hereof; and

- (e) The taking of the Property Interests is necessary for the Project and such taking is authorized by Section 19, Article I of the California Constitution, Sections 6500 et seq., 37350.5, 40401 et seq. and 40404 of the California Government Code, Section 1230.010 et seq., 1240.020 and 1240.410 of the California Code of Civil Procedure, and other applicable law; and
- (f) The offer to purchase required by California Government Code Section 7267.2 has been made to the owner of the Property Interests; and
- (g) The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235; and
- (h) The San Gabriel Valley Council of Governments has fully complied with the California Environmental Quality Act (“CEQA”) as the Project is statutorily exempt pursuant to Public Resources Code section 21080.13 and Section 15282(g) of the CEQA Guidelines; and
- (i) The San Gabriel Valley Council of Governments has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the “right to take”) to acquire the Property Interests; and
- (j) The taking is authorized pursuant to the provisions of Code of Civil Procedure section 1240.510; and

SECTION 2. The Committee hereby declares that it is its intention of the San Gabriel Valley Council of Governments to acquire said Property Interests in accordance with the provision of the laws of the State of California governing condemnation procedures.

SECTION 3. The Committee further finds that if any portion of the area of the Property Interests has been appropriated to some public use, the public uses to which it is to be applied by the San Gabriel Valley Council of Governments, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure section 1240.610 or, alternatively, are compatible with those other uses pursuant to Code of Civil Procedure section 1260.510.

SECTION 4. Legal counsel for the San Gabriel Valley Council of Governments is authorized and directed to prepare, institute and prosecute such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property Interests, including the filing of an application for an Order for Possession prior to judgment.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The Assistant to the Clerk of the Board of the Committee shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED, APPROVED AND ADOPTED this 28th day of October 2019.

ATTEST:

Deanna Stanley, Clerk of the Committee

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I HEREBY CERTIFY that the foregoing CPCC Resolution 19-15 was duly adopted by San Gabriel Valley Council of Governments Capital Projects and Construction Committee at a regular meeting thereof, held on the 28th day of October 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deanna Stanley, Clerk of the Board

EXHIBIT "A-1"

Legal Description of Roadway Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807
SERIAL 72206A

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 63°54'15" WEST, 44.30 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 63°54'15" WEST, 121.80 FEET TO THE SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED FEBRUARY 20, 1998, AS INSTRUMENT NO. 98-278945, OFFICIAL RECORDS OF SAID COUNTY;

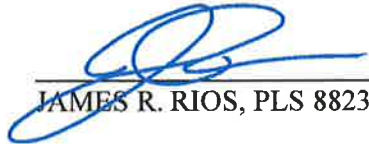
THENCE ALONG SAID PROLONGATION, SOUTH 26°15'26" WEST, 36.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 121.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,387 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.
PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/20/2019 DATE

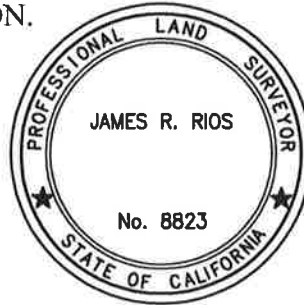


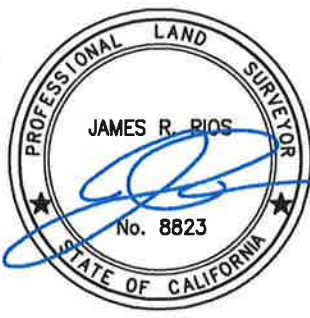
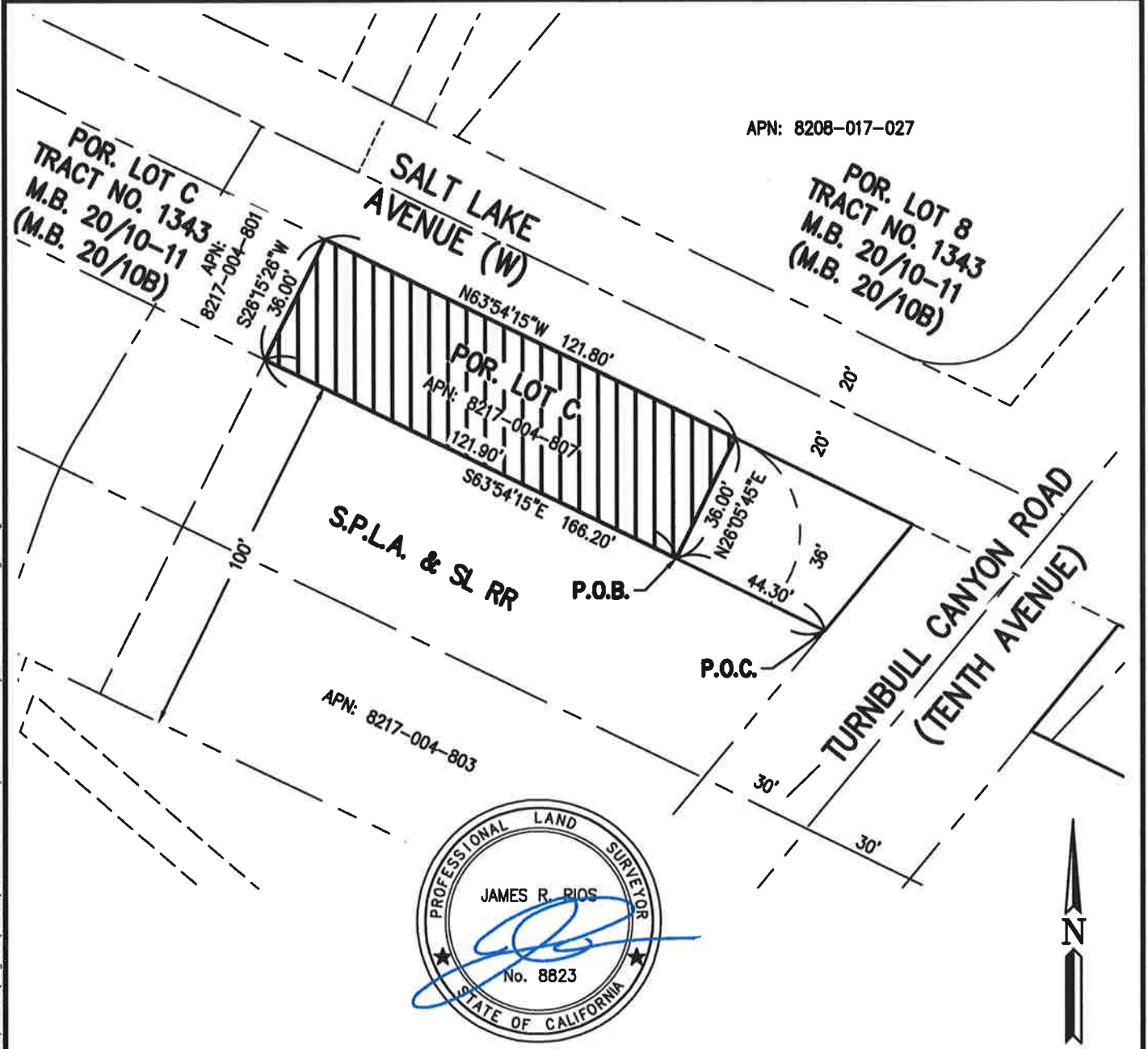
EXHIBIT "B-1"

Map of Roadway Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED IN BK. 20/10-11 OF MAPS	ACCEPTED BY: <i>Am Cliff</i> CHIEF ENGINEER
APN: 8217-004-807	DATE: <u>8/26/19</u>



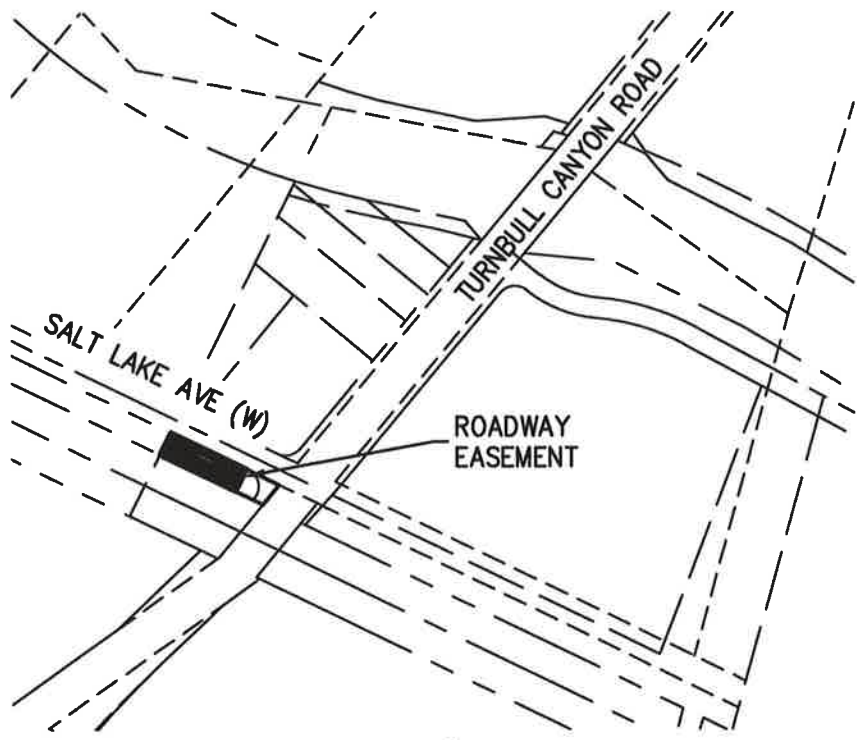
SERIAL 72206A	(SEE LEGEND ON SHEET 2)	SHEET 1 OF 2
AREA	TOTAL	REQUIRED
SQUARE FEET	6,133	4,387
		REMAINDER
		1,746

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/20/2019
TOWILL, INC			SCALE: 1" = 40'
CHECKED BY: <i>[Signature]</i>	LS.: 8823	SGVCOG RECOMMENDED BY: <i>[Signature]</i>	REV. No. 02 DATE: 08/15/2019
		PROJECT MANAGER	REV. No. 03 DATE: 08/20/2019
		DATE: 08/26/19	SGVCOG PARCEL No. 210F

I:\NEOJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F ROADWAY\15312_Roadway_Esmt_210F.dwg; Aug 20, 2019 - 8:47am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <i>[Signature]</i> CHIEF ENGINEER DATE: <u>8/26/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8217-004-807	



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES AREA TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 4,387 SQ. FT. (0.101 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SERIAL 72206A SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	4,387	1,746

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION**

TOWILL, INC	SGVCOG RECOMMENDED BY:
<i>[Signature]</i>	<i>[Signature]</i> 08/26/19
CHECKED BY: LS.:8823	PROJECT MANAGER DATE

CITY OF INDUSTRY

DATE:	08/20/2019
SCALE:	N.T.S.
REV. No.	DATE:
02	08/15/2019
REV. No.	DATE:
03	08/20/2019
SGVCOG	
PARCEL No.	210F

J:\VEJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F\ROADWAY\15312_Roadway_Esmt_210F.dwg: Aug 20, 2019 - 8:48am

PARCEL: 210F ROADWAY

P.O.B. NORTHING: 1,829,413.4954 P.O.B. EASTING: 6,569,965.6108

BEARING: N63°54'15"W DISTANCE: 44.30'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

T.P.O.B. NORTHING: 1,829,432.9827 T.P.O.B. EASTING:
6,569,925.8247

BEARING: N26°05'45"E DISTANCE: 36.00'
NORTHING: 1,829,465.3126 EASTING: 6,569,941.6600

BEARING: N63°54'15"W DISTANCE: 121.80'
NORTHING: 1,829,518.8885 EASTING: 6,569,832.2772

BEARING: S26°15'26"W DISTANCE: 36.00'
NORTHING: 1,829,486.6032 EASTING: 6,569,816.3508

BEARING: S63°54'15"E DISTANCE: 121.90'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

PERIMETER: 360.00'
AREA: 4,386.55 square feet / 0.101 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:36,000,099,997

EXHIBIT "A-2"

Legal Description of Temporary Construction Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807
SERIAL 72205A

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 44.30 FEET THE POINT OF BEGINNING;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 63°54'15" EAST, 2.38 FEET TO THE WESTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED MAY 08, 1996, AS INSTRUMENT NO. 96-716990, OFFICIAL RECORDS OF SAID COUNTY, SAID WESTERLY LINE BEING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'14" AN ARC LENGTH OF 51.19 FEET;

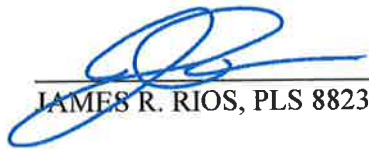
THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 44°43'26" WEST, 0.40 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 27.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 897 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/20/2019 DATE

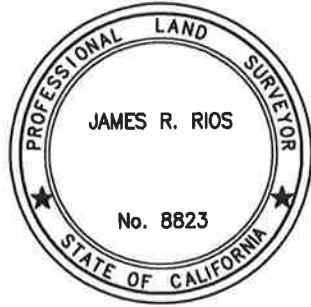


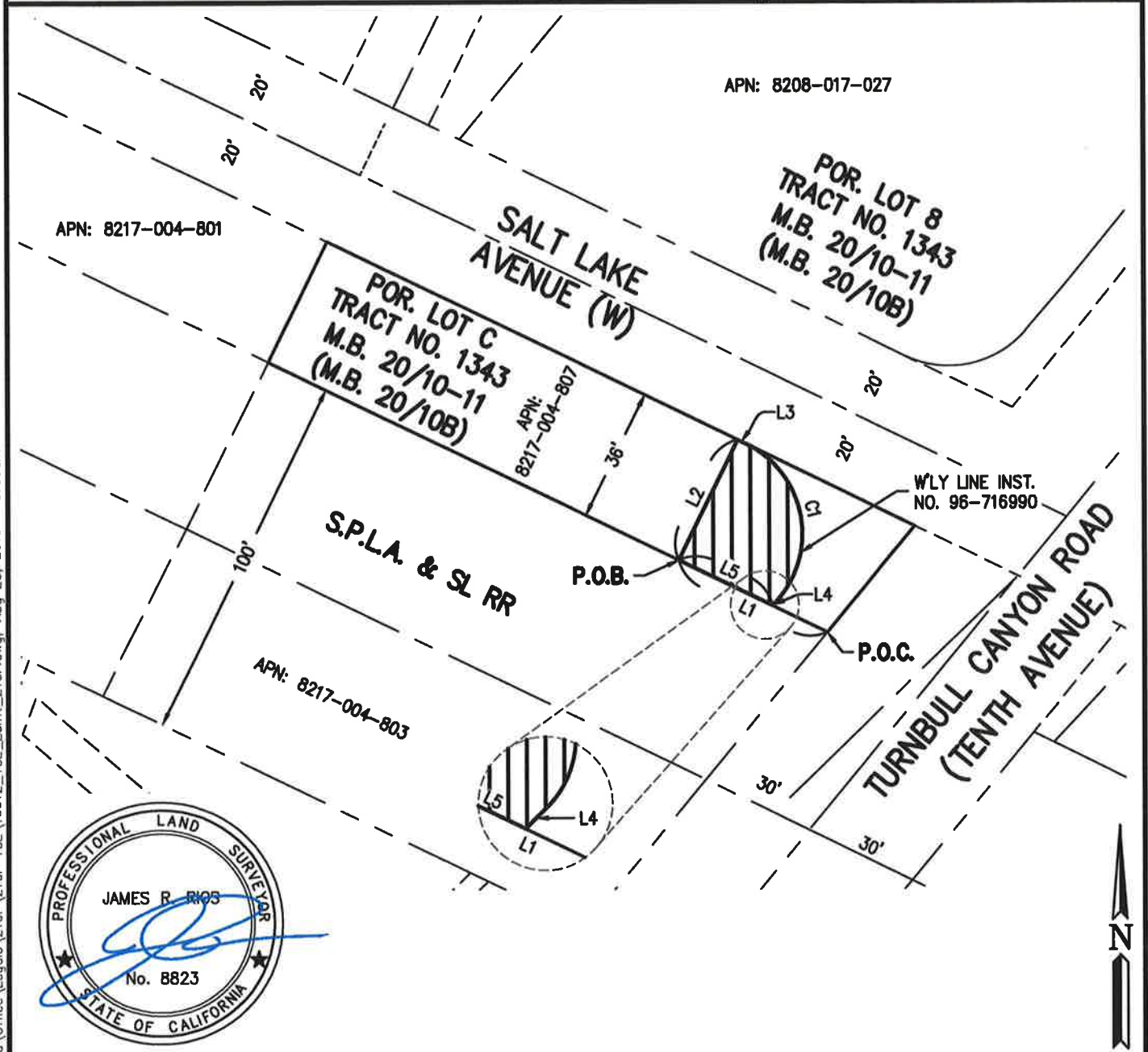
EXHIBIT "B-2"

Map of Temporary Construction Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LLEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED IN BK. 20/10-11 OF MAPS	ACCEPTED BY: CHIEF ENGINEER
APN: 8217-004-807	DATE: <u>8/26/19</u>



SERIAL 72205A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC

CHECKED BY: L.S.: 8823

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

SGVCOG RECOMMENDED BY: DATE: 08/26/19

DATE: 08/20/2019

SCALE: 1" = 40'

REV. No. 02 DATE: 08/15/2019

REV. No. 03 DATE: 08/20/2019

SGVCOG PARCEL No. 210F

I:\E\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F TCE\15312_TCE_Esmt_210F.dwg; Aug 20, 2019 - 9:00am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

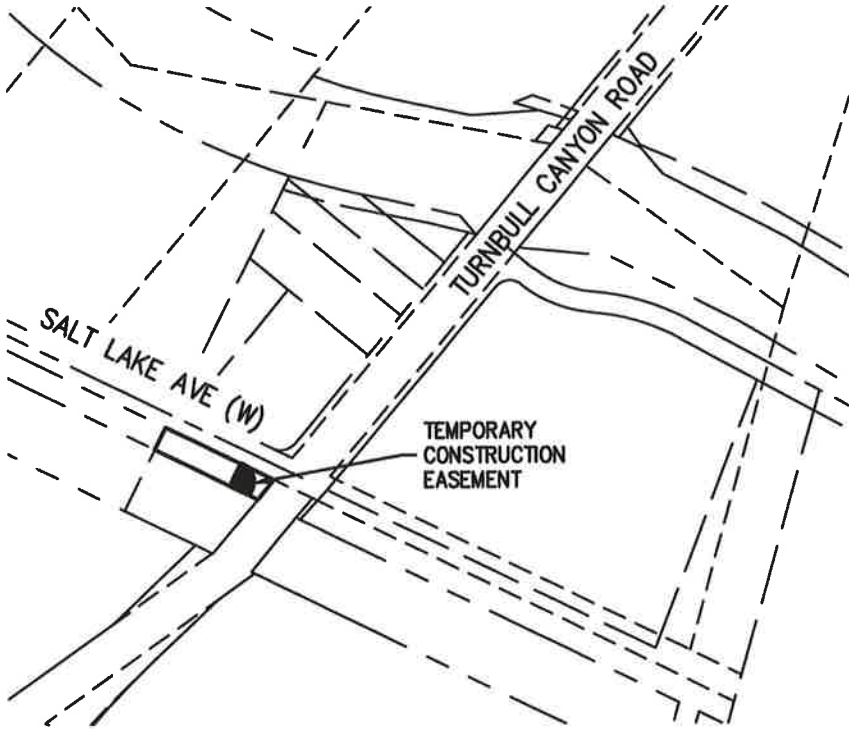
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

APN: 8217-004-807

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/26/19



VICINITY MAP
NOT TO SCALE

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	108°37'14"	27.00'	51.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°54'15"W	44.30'
L2	N26°05'45"E	36.00'
L3	S63°54'15"E	2.38'
L4	S44°43'26"W	0.40'
L5	N63°54'15"W	27.84'

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES AREA TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. AREA= 897 SQ. FT. (0.021 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SERIAL 72205A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	NA-TCE

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION**

DATE: 08/20/2019

SCALE: N/A

REV. No. 02 DATE: 08/15/2019

REV. No. 03 DATE: 08/20/2019

SGVCOG
PARCEL No. 210F

TOWILL, INC

SGVCOG
RECOMMENDED BY:

CITY OF INDUSTRY

CHECKED BY: *[Signature]* L.S.:8823

PROJECT MANAGER *[Signature]* DATE: 08/26/19

J:\E:\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210F\210F TCE\15312_TCE_Esmt_210F.dwg; Aug 20, 2019 - 9:01am

PARCEL: 210F TCE

P.O.B. NORTHING: 1,829,413.4954 P.O.B. EASTING: 6,569,965.6108

BEARING: N63°54'15"W DISTANCE: 44.30'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

T.P.O.B. NORTHING: 1,829,432.9827 T.P.O.B. EASTING:
6,569,925.8247

BEARING: N26°05'45"E DISTANCE: 36.00'
NORTHING: 1,829,465.3126 EASTING: 6,569,941.6600

BEARING: S63°54'15"E DISTANCE: 2.38'
NORTHING: 1,829,464.2637 EASTING: 6,569,943.8015

RADIAL IN: S26°05'45"W RADIAL OUT: S45°17'02"E
DELTA: 108°37'14" RADIUS: 27.00' LENGTH: 51.19'
TANGENT: 37.59' CHORD: 43.86'
NORTHING: 1,829,421.0190 EASTING: 6,569,951.1112

BEARING: S44°43'26"W DISTANCE: 0.40'
NORTHING: 1,829,420.7351 EASTING: 6,569,950.8300

BEARING: N63°54'15"W DISTANCE: 27.84'
NORTHING: 1,829,432.9827 EASTING: 6,569,925.8247

PERIMETER: 162.12'
AREA: 896.82 square feet / 0.021 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:16,211,607,909

Exhibit C

ROADWAY EASEMENT definition(s)

Said Roadway Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for roads and public use purposes, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-1" (legal description), and depicted on Exhibit "B-1" (plat to accompany legal description), attached to Resolution of Necessity 19-15 and made a part hereof (the "Roadway Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.

7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-1", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

TEMPORARY CONSTRUCTION EASEMENT definition(s)

Said Temporary Construction Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), the right, on a temporary basis, to enter and utilize certain real property located in the City of Industry, County of Los Angeles, State of California,

which is described on Exhibit "A-2" (legal description), and depicted on Exhibit "B-2" (plat to accompany legal description), attached to Resolution of Necessity 19-15 and made a part hereof (the "Temporary Construction Easement Area"), as well as the right to use the larger parcel of which the Temporary Construction Easement Area is a part ("Property") for reasonable access, reasonable right of ingress and egress to and from the Temporary Easement Area, upon the terms set forth below.

1. Use of the Easement Area. Use of the Easement Area, and exercise of the easement rights are limited to:

a. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Area for purposes of the construction of SGVCOG's road improvements on adjacent property.

b. The right to store, maintain and operate on the Easement Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with the construction of SGVCOG's road improvements on adjacent property.

2. Term of Temporary Construction Easement. The Temporary Construction Easement ("TCE") commence on the Effective Date hereof (as defined below in Paragraph 7b) and shall automatically terminate and expire 30 months after the Effective Date (the "Term"). Upon the expiration of the Term, all of the right and benefits of SGVCOG in, to, and under the TCE shall automatically terminate and be of no further force and effect.

3. Use of Gates; Removal of Materials Impeding the Easement. SGVCOG shall have the right to use gates in all of OWNER's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush within the Easement Area (and relocate any other materials situated, placed or appearing within the Easement Area) whenever in SGVCOG's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Area. After completion of any work performed by SGVCOG or its agents, contractors or employees which disturbs the surface of the Easement Area, SGVCOG shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Area, SGVCOG shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from any body, agency, or department with jurisdiction over the Easement Area.

6. Rights Retained by OWNER. The easement rights acquired by SGVCOG pursuant to this instrument are acquired subject to the right of OWNER, its successors and assigns to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by SGVCOG.

7. General Provisions.

a. Covenants Running with the Land. SGVCOG and OWNER acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective SGVCOGs, heirs, successors and assigns.

b. Effective Date. The Temporary Construction Easement shall be effective upon a written notification to the OWNER given a minimum of thirty (30) days prior to the start of the 30-month Term. In no event shall the 30-month term commence any later than December 31, 2023.



San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theaceproject.org



NOTICE OF HEARING (Cal. Code Civ. Proc. § 1245.235)

NOTICE OF HEARING REGARDING THE INTENTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE TO CONSIDER THE ADOPTION OF A RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

**TO: Southern California Edison Company, a Corporation
2 Innovation Way, Pomona, CA 91768**

**Re: SW Corner Turnbull Canyon Rd & Salt Lake Ave.,
Los Angeles County, CA**

Notice of the Intent of the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments to Consider a Resolution of Necessity.

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure Section 1230.010, *et seq.*, that the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments ("Committee") intends to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of certain real property interests ("Property Interests") in connection with the Turnbull Canyon Road Grade Separation Project ("Project") as part of the Alameda Corridor East – Gateway to America Project.

The Larger Parcel of which the Property Interests are a part is located at SW Corner Turnbull Canyon Road & Salt Lake Ave, Los Angeles County, state of CA and bears the APN: 8217-004-807. The Larger Parcel is 6,133 square feet in size and is improved with chain link fencing. The Property Interests sought to be acquired are a permanent roadway easement and a temporary construction easement which are legally described in attached Exhibit A-1 and A-2, are depicted on the attached Exhibit B-1 and B-2, are further defined on the attached Exhibit C, and are incorporated herein by this reference.

The hearing will be held on **October 28, 2019 at 12 p.m.** or as soon thereafter as the Committee can hear said matter, at West Covina City Hall 1444 W. Garvey Ave S, West Covina, CA 91790.

You, as a person claiming or having an interest in and to the Property Interests, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether the public interest and necessity require the Project;
2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the Property Interests sought to be acquired is necessary for this Project;
4. Whether the offer to purchase as required by section 7267.2 of the California Government Code has been made to the owner of the property;
5. Whether the Committee has statutory authority to acquire the Property by eminent domain;
6. Whether the Committee fully complied with the California Environmental Quality Act ("CEQA"); and
7. Whether the Committee has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property Interests, as well as any other matter regarding the right to take said Property Interests by eminent domain;

A copy of the proposed Resolution of Necessity will be available on the San Gabriel Valley Council of Governments website prior to the October 28, 2019 hearing.

If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard within 15 days after the date of mailing of this Notice. Failure to file a written request to appear and be heard within 15 days after the date of mailing of this Notice may result in a waiver of the right to appear and be heard by the Board. The written request to appear and be heard should be filed with:

San Gabriel Valley Council of Governments
1000 S. Fremont Ave.
Unit 42 – Bldg. A-10N, Suite 10-210
Alhambra, CA 91803

If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property Interests by eminent domain.

The amount of the compensation to be paid for the acquisition of the Property Interests is not a matter or issue being heard by the Committee at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, as may be determined by a court of law in accordance with the laws of the State of California.

This notice is not intended to foreclose future negotiations between you and the Committee on the amount of compensation to be paid for the Property Interests.

For further information, contact Timothy Green at 951-320-7349.



Timothy Green
Senior Project Manager
HDR, Inc., Real Estate Services

Dated and Mailed: October 11, 2019.

Attachments:

- Exhibit A-1 – Legal Description of Permanent Roadway Easement
- Exhibit B-1 – Map of Roadway Easement Area
- Exhibit A-2 – Legal Description of Temporary Construction Easement
- Exhibit B-2 – Map of Temporary Construction Easement Area
- Exhibit C – Easement Definitions

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY**

Name _____ Telephone _____

Address

Date _____ Signature _____

DECLARATION OF PROOF OF SERVICE BY CERTIFIED MAIL

I, the undersigned, declare as follows:

I am over the age of 18 and not a party to the above-entitled action. My business address is 2280 Market Street Suite 100, Riverside CA, 92501.

On Friday October 11, 2019, I served true copies of the foregoing Notice of Hearing on each of the following named persons by placing for deposit, by certified mail return receipt requested, in the United States Postal Service sealed envelopes containing the same on said date **at the United States Post Office located at 1 League, Irvine CA, 92602** and addressed respectively, as follows:

**Southern California Edison Company, a Corporation
2 Innovation Way, Pomona, CA 91768**

I am familiar with the Post Office's practice for collecting and processing of correspondence for mailing at said address. The correspondence referenced above to would be deposited in the United States Postal Service that same day in the ordinary course of business; and said envelopes were sealed and placed for collection and mailing on the date following ordinary business practices.

I declare under penalty of perjury, under laws of the State of California that the foregoing is true and correct.

Executed on _____, 20__ at _____, California.

EXHIBIT "A-1"

Legal Description of Roadway Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807
SERIAL 72206A

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 63°54'15" WEST, 44.30 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 63°54'15" WEST, 121.80 FEET TO THE SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED FEBRUARY 20, 1998, AS INSTRUMENT NO. 98-278945, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID PROLONGATION, SOUTH 26°15'26" WEST, 36.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 121.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,387 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

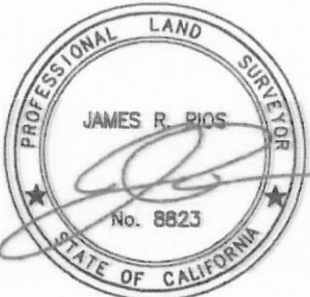
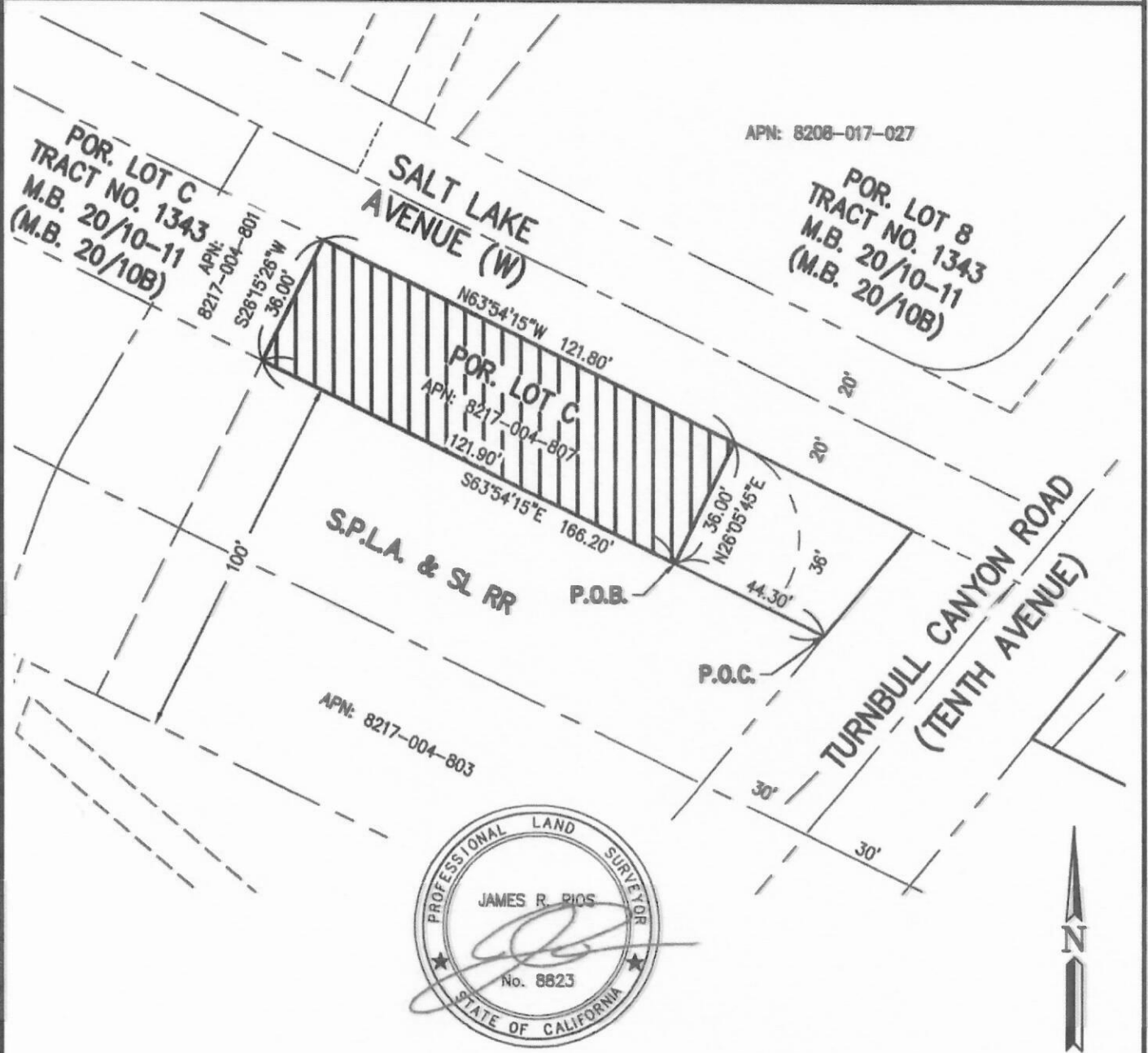
EXHIBIT "B-1"

Map of Roadway Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <i>[Signature]</i> CHIEF ENGINEER DATE: <u>8/26/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8217-004-807	



SERIAL 72206A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

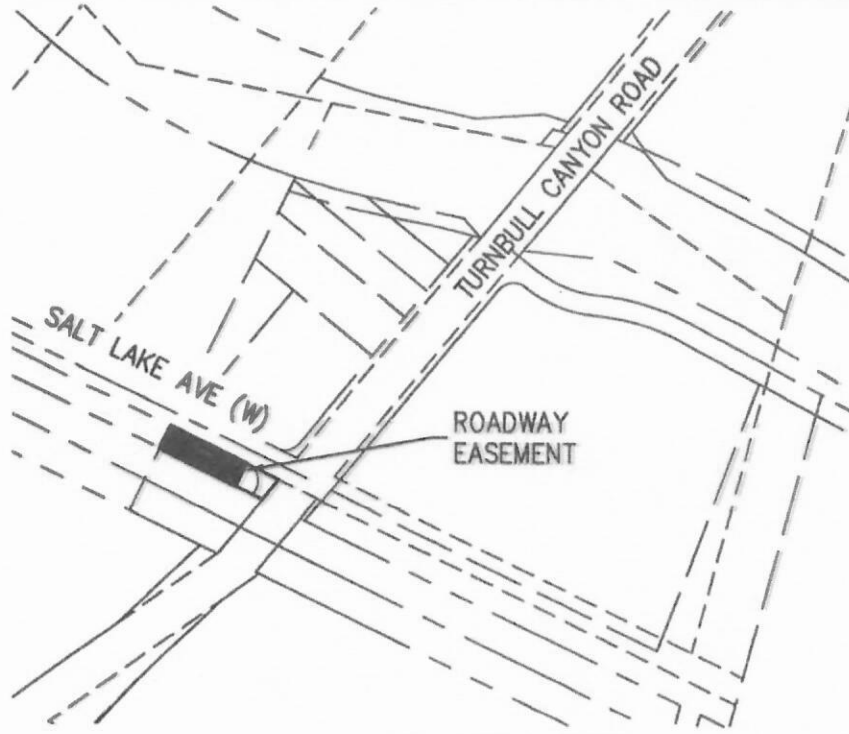
AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	4,387	1,746

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/20/2019
TOWILL, INC	SGVCOG RECOMMENDED BY: <i>[Signature]</i>		SCALE: 1" = 40'
CHECKED BY: <i>[Signature]</i>	PROJECT MANAGER: <i>[Signature]</i>	CITY OF INDUSTRY	REV. No. 02 DATE: 08/15/2019
L.S.: 8823	DATE: 08/26/19		REV. No. 03 DATE: 08/20/2019
			SGVCOG PARCEL No. 210F

I:\EGUsers\15312 ACE Turnbull Canyon Road\Office\Legals\210F\210F ROADWAY\15312_Roadway_Esm1_210F.dwg; Aug 20, 2019 - 8:47am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <i>M. J. [Signature]</i> CHIEF ENGINEER DATE: <u>8/26/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8217-004-807	



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES AREA TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 4,387 SQ. FT. (0.101 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SERIAL 72206A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	4,387	1,746

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION
CITY OF INDUSTRY**

TOWILL, INC	SGVCOG RECOMMENDED BY: <i>[Signature]</i> PROJECT MANAGER
CHECKED BY: <i>[Signature]</i> L.S.: 8823	DATE: <u>08/26/19</u>

DATE:	08/20/2019
SCALE:	N.T.S.
REV. No. 02	DATE: 08/15/2019
REV. No. 03	DATE: 08/20/2019
SGVCOG PARCEL No.	210F

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EXHIBIT "A-2"

Legal Description of Temporary Construction Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8217-004-807
SERIAL 72205A

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE WESTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 44.30 FEET
THE POINT OF BEGINNING;

THENCE NORTH 26°05'45" EAST, 36.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT C, ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 63°54'15" EAST, 2.38 FEET TO THE WESTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED MAY 08, 1996, AS INSTRUMENT NO. 96-716990, OFFICIAL RECORDS OF SAID COUNTY, SAID WESTERLY LINE BEING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 27.00 FEET;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°37'14" AN ARC LENGTH OF 51.19 FEET;


THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 44°43'26" WEST, 0.40 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 27.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 897 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/20/2019 DATE

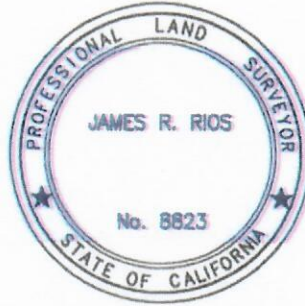


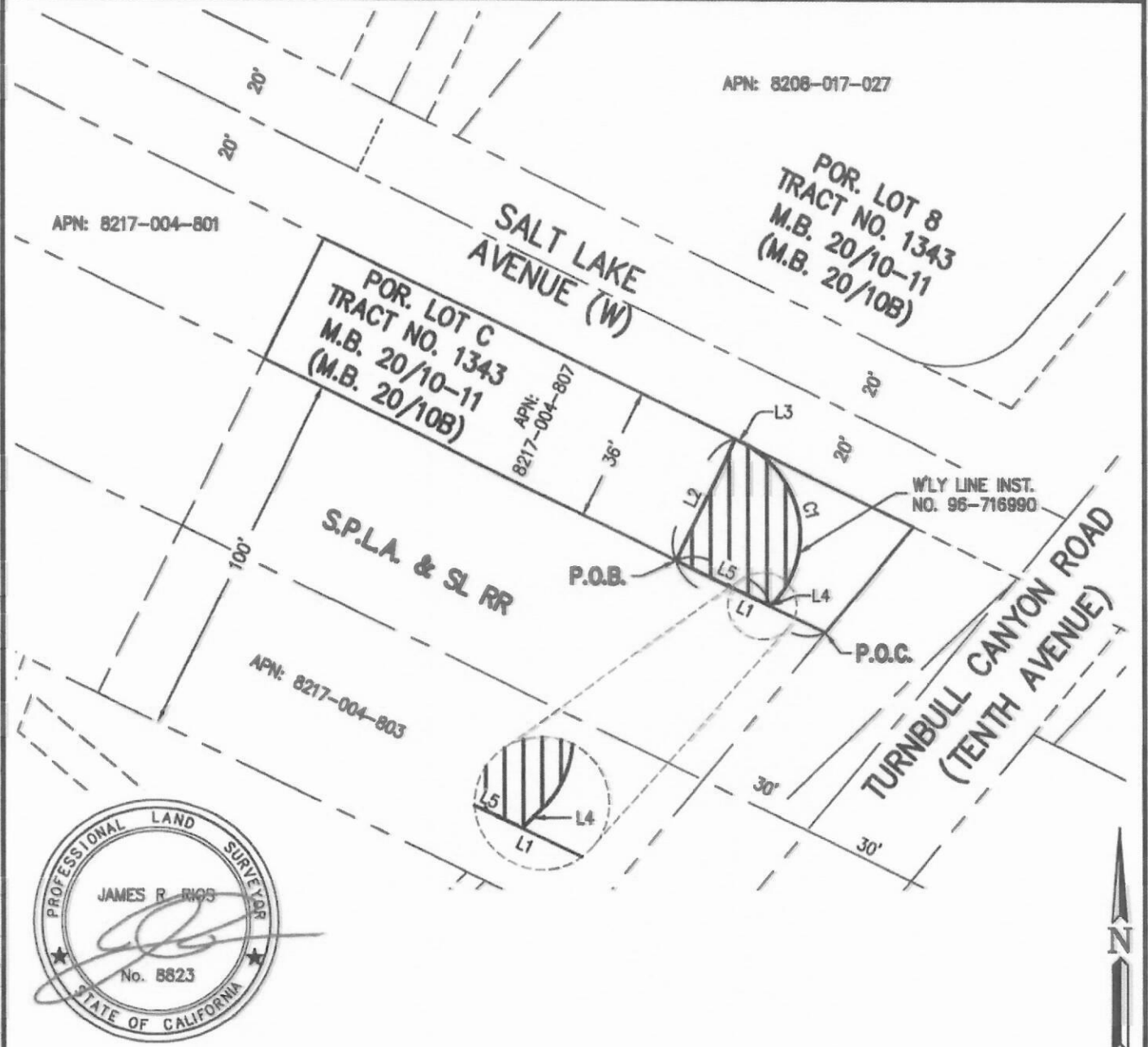
EXHIBIT "B-2"

Map of Temporary Construction Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <i>[Signature]</i> CHIEF ENGINEER DATE: <u>8/26/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8217-004-807	



SERIAL 72205A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS TOWILL, INC CHECKED BY: <i>[Signature]</i> L.S.: 8823		TURNBULL CYN RD. GRADE SEPARATION CITY OF INDUSTRY SGVCOG RECOMMENDED BY: <i>[Signature]</i> DATE: <u>08/26/19</u> PROJECT MANAGER	DATE: 08/20/2019 SCALE: 1" = 40' REV. No. 02 DATE: 08/15/2019 REV. No. 03 DATE: 08/20/2019 SGVCOG PARCEL No. 210F
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EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

APN: 8217-004-807

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/26/19



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	108°37'14"	27.00'	51.19'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°54'15"W	44.30'
L2	N26°05'45"E	36.00'
L3	S63°54'15"E	2.38'
L4	S44°43'26"W	0.40'
L5	N63°54'15"W	27.84'

BASIS OF BEARINGS:
IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

- LEGEND:**
- INDICATES AREA TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. AREA= 897 SQ. FT. (0.021 ACRES)
 - AFFECTED PROPERTY
 - CENTERLINE
 - RIGHT OF WAY



SERIAL 72205A SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	6,133	897	NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

DATE:	08/20/2019
SCALE:	N/A
REV. No. 02	DATE: 08/15/2019
REV. No. 03	DATE: 08/20/2019
SGVCOG PARCEL No.	210F

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

SGVCOG RECOMMENDED BY: *[Signature]* DATE: 08/26/19

PROJECT MANAGER

J:\MCJobs\15312 ACE Turnbull Canyon Road\Office\Regals\210F\210F_TCE_Esmt_210F.dwg, Aug 20, 2019 - 9:01am

Exhibit C

ROADWAY EASEMENT definition(s)

Said Roadway Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for roads and public use purposes, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-1" (legal description), and depicted on Exhibit "B-1" (plat to accompany legal description), attached to Resolution of Necessity 19-15 and made a part hereof (the "Roadway Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.

7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-1", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

TEMPORARY CONSTRUCTION EASEMENT definition(s)

Said Temporary Construction Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), the right, on a temporary basis, to enter and utilize certain real property located in the City of Industry, County of Los Angeles, State of California,

SCVCOG Parcel 210F

which is described on Exhibit "A-2" (legal description), and depicted on Exhibit "B-2" (plat to accompany legal description), attached to Resolution of Necessity 19-15 and made a part hereof (the "Temporary Construction Easement Area"), as well as the right to use the larger parcel of which the Temporary Construction Easement Area is a part ("Property") for reasonable access, reasonable right of ingress and egress to and from the Temporary Easement Area, upon the terms set forth below.

1. Use of the Easement Area. Use of the Easement Area, and exercise of the easement rights are limited to:

a. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Area for purposes of the construction of SGVCOG's road improvements on adjacent property.

b. The right to store, maintain and operate on the Easement Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with the construction of SGVCOG's road improvements on adjacent property.

2. *Term of Temporary Construction Easement. The Temporary Construction Easement ("TCE") commence on the Effective Date hereof (as defined below in Paragraph 7b) and shall automatically terminate and expire 30 months after the Effective Date (the "Term"). Upon the expiration of the Term, all of the right and benefits of SGVCOG in, to, and under the TCE shall automatically terminate and be of no further force and effect.*

3. Use of Gates; Removal of Materials Impeding the Easement. SGVCOG shall have the right to use gates in all of OWNER's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush within the Easement Area (and relocate any other materials situated, placed or appearing within the Easement Area) whenever in SGVCOG's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Area. After completion of any work performed by SGVCOG or its agents, contractors or employees which disturbs the surface of the Easement Area, SGVCOG shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Area, SGVCOG shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from any body, agency, or department with jurisdiction over the Easement Area.

6. Rights Retained by OWNER. The easement rights acquired by SGVCOG pursuant to this instrument are acquired subject to the right of OWNER, its successors and assigns to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by SGVCOG.

7. General Provisions.

a. Covenants Running with the Land. SGVCOG and OWNER acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective SGVCOGs, heirs, successors and assigns.

b. Effective Date. The Temporary Construction Easement shall be effective upon a written notification to the OWNER given a minimum of thirty (30) days prior to the start of the 30-month Term. In no event shall the 30-month term commence any later than December 31, 2023.



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: October 28, 2019

SUBJECT: Resolution of Necessity for Property Acquisition - No. 19-16
Turnbull Canyon Road Grade Separation Project
Owner: Southern California Edison
Property Address: No Situs Address
SGVCOG Parcel No.: 210R
APN: 8217-001-800

RECOMMENDATION: Staff recommends the San Gabriel Valley Council of Governments (“SGVCOG”) Capital Projects and Construction Committee:

1. Conduct a hearing on the proposed Resolution 19-16 of the SGVCOG finding and determining that the public interest, convenience and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Adopt the attached Resolution 19-16 authorizing the commencement of eminent domain proceedings so as to acquire for construction purposes a 397 square foot permanent roadway easement, a 647 square foot permanent drainage easement and an 3,617 square foot temporary construction easement (“Property Interests”) from that certain parcel bearing Assessor’s Parcel Number 8217-001-800. (Note: This requires an affirmative TWO-THIRDS (2/3) vote of the SGVCOG Capital Projects and Construction Committee).

BACKGROUND: SGVCOG was formed pursuant to the California Joint Powers law (Govt. Code section 6500 et seq.) to address regional issues including the implementation of the Alameda Corridor East Project (“ACE Project”). The ACE Project is a multi-phase project that will improve the safety and efficiency of railroad crossings from Los Angeles, east to San Bernardino County to mitigate some of the impacts created by increased rail traffic from the Ports of Long Beach and Los Angeles.

Included in the ACE Project is a grade separation of the existing at-grade crossing of Turnbull Canyon Road and the Union Pacific Railroad (UPRR) mainline (Los Angeles Subdivision). This grade separation project (hereinafter, the “Project”) calls for constructing a roadway overpass on Turnbull Canyon Road between Don Julian Road to the north and Marwood Street to the south, which will eliminate the existing at-grade crossing with the UPRR by elevating vehicle and pedestrian traffic on Turnbull Canyon Road over the existing railroad tracks. The Project will eliminate current and future long delays of traffic at the crossing and is statutorily exempt from CEQA pursuant to Public Resources Code section 21080.13.

The property identified in Resolution 19-16 is owned by Southern California Edison. The Larger Parcel consists of land, approximately 30,445 square feet in size, and has parking, outside storage with overhead power lines. In order to construct the Project as designed SGVCOG needs certain property interests to create a cul-de-sac at the railroad tracks and direct storm drain flow.

On July 17, 2019, SGVCOG Staff tendered an offer to Southern California Edison in the amount of \$89,100.00 for a 518 square foot permanent roadway easement, a 760 square foot permanent drainage easement and a 3,617 square foot temporary construction easement.

SGVCOG Staff and its Right of Way agents have attempted in earnest to negotiate a settlement agreement. As a result of the settlement discussions, SGVCOG designers have concluded that they only need a 397 square foot roadway easement and a drainage easement 647 square feet in size. Although negotiations are ongoing and will continue, the acquisition of the Property Interests has not been consummated. SGVCOG requires possession and use of the Property Interests before work on the property can commence and as there are no assurances that an agreement between the parties will be reached in order to meet the construction schedule, a Resolution of Necessity is being requested.

Pursuant to California Government Code sections 6500 et seq., 7267.2, 37350.5, and 40401 et seq. and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, SGVCOG is authorized to acquire the aforementioned subject Property Interests in their entirety by eminent domain, provided certain procedural steps are followed.

SGVCOG must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. SGVCOG tendered a statutory Offer to Purchase to the Property owner as required by law based upon an approved appraisal (**Exhibit 1**). To date, although negotiations have been ongoing, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Property Interests referenced above. Prior to the filing of the action, SGVCOG must hold a hearing on the proposed Resolution of Necessity, (**Exhibit 2**) and provide the owner of the affected property interests an opportunity to be heard, provided that the owner has timely filed a request to be heard in writing with SGVCOG prior to the hearing.

In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing and Request to Be Heard, which were delivered in accordance with the applicable statutes (**Exhibit 3**).

After conducting the public hearing, if the Committee finds that the public necessity so requires, SGVCOG should adopt the attached Resolution of Necessity 19-15, authorizing condemnation proceedings for the purpose of acquiring the Property Interests.

The findings, which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Committee must find:

1. *That the public interest and necessity require the proposed project.*

As proposed, the Project will serve public purposes, as discussed above;

2. *That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.*

SGVCOG evaluated various different grade separation configurations and went through multiple variations of design details of the grade separation to identify and minimize any overall project cost and real estate impacts. Subsequently, as the design of the project progressed, staff evaluated alternative configurations in greater detail. Based on the foregoing, it was determined that an overpass configuration for the Turnbull Canyon road Grade Separation Project was the best alternative. Additionally, staff held a community workshop that engaged stakeholders and community members to get feedback on the Project and its design features. A no build alternative was examined throughout the evaluation of the various design scenarios. Yet, Turnbull Canyon Road is a primary arterial street, serving multiple residential and commercial areas and has been the site of 3 fatalities and multiple injuries at the train crossing. The Project will eliminate the possibility of train—vehicle-pedestrian-bicyclists collisions at this location and the effect of stopped and moving trains on vehicular traffic capacity.

3. *That the Property is necessary for the proposed Project.*

SGVCOG requires the Property Interest for the proposed public overhead pedestrian bridge which is part of the overall project. The purchase of these property interests coincides with current design that has been accepted by all the jurisdictional authorities of the Turnbull Canyon Road Grade Separation Project.

4. *That SGVCOG made the offer to purchase as required by section 7267.2 of the California Government Code.*

The Statutory Offer to Purchase was tendered to the owner of the Property Interests on July 17, 2019.

5. *That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235.*

As evidenced by Exhibit 3, this has been done.

6. *That SGVCOG has complied with CEQA.*

The Turnbull Canyon Road Grade Separation Project is categorically exempt pursuant to Public Resources Code section 21080.13 and Section 15282(g) of the CEQA Guidelines. The Legislature created an absolute exemption for railroad grade separations via Public Resources Code § 21080.13, which provides that CEQA “does not apply to any railroad grade separation project which eliminates an existing grade crossing, or which reconstructs an existing grade separation.” Cal. Pub. Res. Code § 21080.13. The Project eliminates an existing grade crossing and is therefore, exempt from CEQA.

7. *The Property is necessary for the purpose specified in Section 1240.510 et seq. of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.510 of the Code of Civil Procedure.*

The acquisition is in compliance with Section 1240.510 in that the public overhead roadway widening and storm drain system is a necessary component of this Project and intended for the greater good of the public. The Project balances the various hardships of all parties affected by this taking, in as much as it is designed to acquire only those interests necessary to construct the project while existing overhead power lines and access to public roads remain.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Property Interests are at an end. If SGVCOG adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Property Interests may continue.

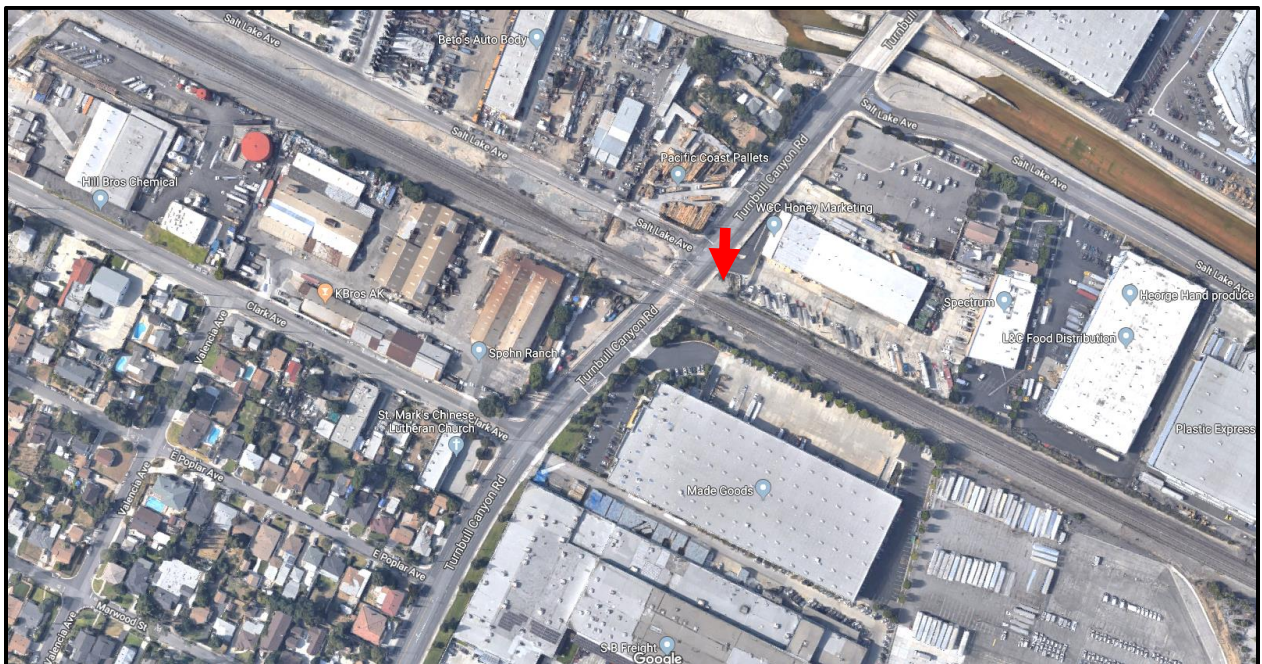
BUDGET IMPACT: Measure R Funds are available for the acquisition of these Property Interests and are included in the SGVCOG FY 2020 budget.

ATTACHMENTS

Exhibit 1 – Offer Letter dated July 17, 2019.

Exhibit 2 – Resolution of Necessity No. 19-16 with Exhibits

Exhibit 3 – Notice of Hearing and Request to Be Heard





San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theSGVCOGproject.org



TO: Mark Christoffels HDR Proj. No: 10123061

FROM: Timothy Green Project: Turnbull Canyon Road Grade Separation Project

VIA: Phillip H. Balmeo Parcel No.: 210R
P.E. LEED A.P.

Date: July 15, 2019

SUBJECT: Just Compensation for Approval and Offer to Purchase
Southern California Edison
East Side of Turnbull Canyon Rd, at Salt Lake Ave
City of Industry, CA 91745
APN: 8218-001-800

ISSUE:

Attached please find the Just Compensation Memorandum and Offer package for the purchase of a permanent roadway easement, a permanent drainage easement and a temporary construction easement interests on SGVCOG Parcel No. 210R owned by Southern California Edison and required for the construction of the Turnbull Canyon Road Grade Separation Project.

ACTION REQUESTED:

Please review, sign and return the attached Just Compensation Memorandum.

Should you have any questions, please contact me at (951) 320-7349 or via email at Timothy.Green@hdrinc.com.

Thank you,

A handwritten signature in black ink, appearing to read "Timothy Green", written in a cursive style.

Timothy Green
Senior Project Manager
HDR, Inc.



San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theSGVCOGproject.org



JUST COMPENSATION MEMORANDUM

TO: HDR, Inc./Timothy Green

FROM: Mark Christoffels
San Gabriel Valley Council of Governments Chief Engineer

SUBJECT: Just Compensation – (Permanent Road Easement, Permanent Drainage Easement & Temporary Construction Easement)
Project: Turnbull Canyon Road Grade Separation Project (HDR #10123061)
Owner Name: Southern California Edison
Parcel No.: 210R
APN: 8218-001-800
Property Address:
East Side of Turnbull Canyon Rd, at Salt Lake Ave
City of Industry, CA 91745

I have reviewed and approved the Determination of Just Compensation based on available data prepared by Thomas M. Pike, Jr. and reviewed by Sharon A. Hennessey on 7/11/19. Therefore, the amount of Just Compensation for the following parcel is set in the following amount:

Parcel No.	Property Address	Owner(s)	Property Interest Type	Amount
210R	E/S Turnbull Canyon Rd at Salt Lake Ave City of Industry, CA 91745	Southern California Edison	Permanent Road Easement, Permanent Drainage Easement & Temporary Construction Easement	\$89,100.00
			Total Just Compensation:	\$89,100.00

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Mark Christoffels
Chief Engineer

Dated: _____

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Turnbull Canyon Road Grade Separation Project

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN 8218-001-800. Upon receipt, please sign below and return to **Albert Harmon**:

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Appraisal Summary Statement
3. Summary Statement Relating to Purchase of Real Property or an Interest Therein
4. Easement with Legal Description and Plat (Road)
5. Easement Deed with Legal Description and Plat (Drainage)
6. Temporary Construction Easement with Legal Description and Plat
7. SGVCOG Acquisition Handbook
8. Your Rights Under Title VI

Recipient Name (please print) Recipient Signature Date

Phone Cell E-Mail (optional)

Best time to call: _____

The mailing address is correct as addressed

Please update the mailing address as follows:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Turnbull Canyon Road Grade Separation Project

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN 8218-001-800. Upon receipt, please sign below and return to **Albert Harmon**:

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

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7. SGVCOG Acquisition Handbook
8. Your Rights Under Title VI

Recipient Name (please print) Recipient Signature Date

Phone Cell E-Mail (optional)

Best time to call: _____

The mailing address is correct as addressed

Please update the mailing address as follows:



San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theSGVCOGproject.org



July 15, 2019

HAND-DELIVERED

Southern California Edison
Attn: Michael J. Williams
2 Innovation Way
Pomona, CA 91768

RE: Offer to Acquire Property Rights
Turnbull Canyon Road Grade Separation Project
Property Address: East Side of Turnbull Canyon Road at Salt Lake Avenue
City of Industry, CA 91745
SGVCOG Parcel No.: 210R

Dear Michael J. Williams:

San Gabriel Valley Council of Governments ("SGVCOG") is planning to construct the Turnbull Canyon Road Grade Separation Project ("Project") in the City of Industry, California.

The Project will consist of a grade separation of Turnbull Canyon Road and the Union Pacific Railroad (UPRR) between Marwood Street and Don Julian Road, which will require the raising of Turnbull Canyon Road over the existing UPRR tracks. The Project will serve the public interest by eliminating crossing collisions, queuing, congestion, and by reducing vehicle emissions.

As a part of this project, SGVCOG will need to acquire rights from a number of properties, ranging from full acquisitions to temporary construction easements. It has been determined that the project will require the use of your property located at the East Side of Turnbull Canyon Road at Salt Lake Avenue, City of Industry, CA 91745 bearing Los Angeles County Assessor Parcel Number (APN) 8218-001-800 and which is referred to as SGVCOG Parcel No. 210R. The property interests to be acquired are a 518 square foot permanent road easement, a 760 square foot permanent drainage easement, and a 3,617 square foot temporary construction easement. If acquired as anticipated, the property is scheduled to be used within two years of its acquisition.

It is the policy of SGVCOG to acquire property, which is in private ownership, only when it is essential to do so, and through voluntary purchase, if possible. While SGVCOG has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

California law requires that before making an offer for the acquisition of real property for the Project, SGVCOG must: obtain an appraisal to determine the fair market value of the real property being acquired; establish an amount which it believes to be Just Compensation for that property; and make an offer to the owner for an amount not less than the Just Compensation so determined. Accordingly, SGVCOG has had your property appraised to determine its fair market value, as defined in California Code of Civil Procedure Section 1263.320. It was appraised in accordance with commonly accepted appraisal standards and included consideration of the Highest and Best Use of the land, the land's current use and any improvements located thereon. The appraisal has been completed and reviewed, and SGVCOG has determined an amount which constitutes Just Compensation for the real property.

SGVCOG hereby offers you the sum of Eighty Nine Thousand One Hundred and 00/100 Dollars (\$89,100.00) for the acquisition of 8218-001-800. The enclosed Appraisal Summary Statement dated 7/11/2019 (Attachment No. 2) outlines the basis for this offer.

The amount of the offer is predicated on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9601 et seq., on the subject property. Furthermore, please be advised that the amount offered is subject to an environmental site inspection, and the cost to remediate any identified problems may affect the valuation of the subject property.

Please be advised that the amount offered does not include any relocation assistance payments to which you or the occupant of the subject property may be entitled.

This is an offer to purchase your property designated as SGVCOG Parcel No. 210R free of all liens and other encumbrances, except as may be expressly agreed to by SGVCOG. If more than one person has an interest in the property which SGVCOG is seeking to acquire, all parties with such interests must accept this offer.

If you are not satisfied with SGVCOG's offer, you are encouraged to present to us any material you believe to be relevant to the value of the property. This material will be carefully considered by SGVCOG, and if, in SGVCOG's opinion, the additional information warrants a change in the offer, SGVCOG's offer will be adjusted accordingly.

You may engage a State of California Certified Appraiser to provide you with an independent opinion of the value of the portion of your property necessary for the project. If you do so, SGVCOG will reimburse you an amount up to \$5,000.00 for an appraisal performed for you by your certified appraiser. Please submit a copy of the invoice from your appraiser with your request for reimbursement.

California regulations provide that each owner from whom SGVCOG purchases real property or an interest therein, or each tenant owning improvements on said property, be provided with information relating to the acquisition procedures pursuant to the Government Code, Paragraph 7267.2(a). This information is included in the Acquisition Handbook enclosed herewith.

If for any reason you should see fit not to accept SGVCOG's offer, please be advised that this letter, the offer made herein, and all matters stated herein are made under the provisions of, inter alia, California Evidence Code Section 1152, and shall not be admissible as evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

SGVCOG has retained HDR Engineering, Inc. (HDR) to work with you throughout this process. Mr. Albert Harmon of HDR is available to meet with you and respond to any questions you may have relating to this offer. He can be reached at 951-320-7368. If SGVCOG's offer is acceptable, please have the appropriate person sign the acceptance on the enclosed copy of this letter and return the signed copy to Mr. Albert Harmon. Upon receipt of your acceptance, you will be forwarded an Agreement of Purchase and Sale and Joint Escrow Instructions.

Sincerely,

Mark Christoffels
San Gabriel Valley Council of Governments
Chief Engineer

Dated: _____

ACCEPTANCE

The foregoing offer of the San Gabriel Valley Council of Governments for acquisition of the property described above is hereby accepted:

By: _____

Dated: _____

Name: _____

Its: _____

APPRAISAL SUMMARY STATEMENT

Basis of Appraisal. The market value for the property to be acquired is based upon an appraisal prepared by the signer of this statement, in accordance with accepted principals and procedures. Full consideration has been given to zoning, utility, marketability and development potential of the subject property. Recent sales of comparable properties (see Improved Sales Summary) were utilized to determine the just compensation for the proposed acquisition, as well as a Cost Approach and an Income Approach.

BASIC PROPERTY DATA

OWNERSHIP:	Southern California Edison Company
LOCATION:	East Side of Turnbull Canyon Road at Salt Lake Avenue in the City of Industry
ASSESSOR'S PARCEL NUMBER:	8218-001-800
INTERESTS APPRAISED:	Fee Simple Estate Roadway Easement Drainage Easement Temporary Construction Easement (TCE)
DATE OF VALUATION:	June 25, 2019
DATE OF REPORT:	July 11, 2019
APPLICABLE ZONING:	I (Industrial)
PRESENT USE:	Parking, Outside Storage and with Overhead Power Lines
LARGER PARCEL LAND AREA:	30,445 square feet
EXISTING IMPROVEMENTS:	Concrete Paving, Concrete Curbing, Concrete K-Rail, Wrought Iron Vehicle Gate and Chain Line Fencing

HIGHEST & BEST USE:

As Improved - Utility Corridor
As Though Vacant - Utility Corridor

PROPOSED ACQUISITIONS:

518 SF Roadway Easement
760 SF Drainage Easement
3,617 SF Temporary Construction Easement

IMPROVEMENTS WITHIN THE ACQUISITIONS:

Roadway Easement - 33 square feet of concrete paving, 16 linear feet of concrete curbing, 227 square feet of asphalt paving and 13 linear feet of concrete K-rail.

Drainage Easement - None

Temporary Construction Easement - 1,960 square feet of concrete paving, 52 linear feet of concrete curbing, 370 square feet of asphalt paving, 52 linear feet of concrete K-rail, 70 linear feet of 9 foot high chain line fencing with barbed wire, a 198 square foot automated wrought iron vehicle gate, 1 metal barrier post and a medium sized palm tree

VALUATION SUMMARY

LARGER PARCEL VALUE:

\$1,480,000 (land only)

VALUE OF THE ACQUISITIONS:

\$ 17,900 Roadway Easement
\$ 25,400 Drainage Easement
\$ 39,700 Temporary Construction Easement

SEVERANCE DAMAGES:

\$ 6,100

BENEFITS:

\$ 0

TOTAL JUST COMPENSATION:

\$ 89,100

APPRAISAL FIRM:

Thomas M. Pike, Jr., MAI

PREPARED BY (Signature):



NAME (Printed):

Thomas M. Pike, Jr., MAI

DATE:

July 11, 2019

DEFINITION OF FAIR MARKET VALUE

(See Code of Civil Procedure 1263.320, a & b)

- (A) The fair market value...is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy under no particular necessity for doing so, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

- (B) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

LAND SALES SUMMARY

SALE	LOCATION	DATE	PRICE	SIZE	PRICE/SF	LOCATION	IMPROVEMENTS
1	9623 Rush Street, South El Monte	Escrow	\$1,250,000	27,189 SF	\$45.97	Slightly Inferior	None
2	2727 Rosemead Blvd., South El Monte	4-19	\$1,090,000	26,410 SF	\$41.27	Slightly Superior	None
3	14835 Clark Avenue, Hacienda Heights	9-18	\$3,000,000	61,451 SF	\$48.82	Comp	Partially paved, perimeter fencing
4	2310 Seaman Avenue, South El Monte	4-18	\$ 499,000	12,832 SF	\$38.89	Inferior	SFR removed by the buyer
5	19650 San Jose Avenue, Rowland Heights	3-18	\$2,175,000	46,782 SF	\$46.49	Comp	Paved, fenced, small office
	Subject			30,445 SF			

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

San Gabriel Valley Council of Governments (SGVCOG) is proposing to purchase real property or interests therein in connection with the construction of the Turnbull Canyon Road Grade Separation Project (Project) and related improvements and appurtenances.

Your property with Assessor Parcel No. 8218-001-800 is within the Project area.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property, or an interest therein, or as a tenant owning improvements on the property, must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.
2. SGVCOG will offer to purchase any remnant(s), if any, considered by SGVCOG to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed, unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is a permanent road easement interest of 518 square feet, a permanent drainage easement of 760 square feet, and a temporary construction easement of 3,617 square feet of APN 8218-001-800. The property being purchased comprises 30,445 total square feet of land area, described in the attached right of way contract and exhibits therein.
4. The market value of the property proposed to be acquired is based upon a market value appraisal, which is included in the attached appraisal OR summarized on the attached Appraisal Summary Statement, and such amount:
 - A. Represents the full amount of the appraisal as just compensation for the property proposed to be purchased;
 - B. Is not less than the approved appraisal of the fair-market value of the property, as improved.
 - C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself, or by the likelihood that the property would be acquired for, or in connection with, the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - D. Does not reflect any consideration of, or allowance for, any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with SGVCOG.
 - E. Is predicted on the assumption that there exists no hazardous substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 United States Code Section 9601 et seq., on the subject property.
5. Pursuant to Code of Civil Procedure Section 1263.025, if you should elect to obtain an independent appraisal, SGVCOG will pay for the actual reasonable costs up to Five Thousand and 00/100 Dollars (\$5,000.00) subject to the following conditions:

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

- A. You, not SGVCOG, must order the appraisal. Should you enter into a contract with the selected appraiser, SGVCOG will not be a party to the contract;
 - B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA); and
 - C. Appraisal cost reimbursement must be made in writing, and submitted to HDR Engineering, Inc., Attn: Albert Harmon at 2280 Market Street, Suite 100, Riverside, CA 92501, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to SGVCOG concurrent with the submission of the written request. The costs must be reasonable and justifiable.
6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of business goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
 7. If you ultimately elect to reject SGVCOG's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
 8. You are entitled to receive all benefits that are available through donation to SGVCOG of all or part of your interest in the real property sought to be acquired by SGVCOG as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HDR
Attn: Real Estate Services
2280 Market Street Suite 100
Riverside, CA 92501

The Above Space For Recorder's Use Only

A Portion of APN(s): **8218-001-800**

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Southern California Edison ("Grantor")** does hereby GRANT and CONVEY to **San Gabriel Valley Council of Governments ("Grantee")** and its successors and assigns, an easement for roads and public use, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Industry, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as **Exhibit "A"** and depicted attached hereto as **Exhibit "B"**; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTORS:

Southern California Edison

By: _____

Its: _____

Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Easement Deed (Parcel No. **210R**) dated _____ from **Southern California Edison, (“GRANTOR”)** to the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GRANTEE”), acting in furtherance of the ALAMEDA CORRIDOR-EAST PROJECT**, is hereby accepted by the undersigned on behalf of the Governing Board pursuant to authority conferred by that certain Joint Powers Agreement dated September 17, 1998, as amended, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Mark Christoffels
Chief Engineer

EXHIBIT "A"
LEGAL DESCRIPTION OF
EASEMENT AREA

APN: 8218-001-800

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40 FEET WIDE) AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60 FEET WIDE) AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD, FORMERLY TENTH AVENUE WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTH WESTERLY LINE, SOUTH 63°54'15" EAST, 62.76 FEET;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET AND THE **POINT OF BEGINNING**, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE NORTH 63°54'15" WEST, 13.97 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID LINE THE FOLLOWING THREE COURSES:

1. SOUTH 39°31'56" WEST, 20.56 FEET;
2. NORTH 63°54'15" WEST, 10.28 FEET;
3. SOUTH 39°31'56" WEST, 21.70 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID PREVIOUSLY DESCRIBED 60.00 FOOT RADIUS CURVE WITH SAID SOUTHEASTERLY RIGHT-OF-WAY LINE;

SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 02°09'50" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°14'11" AN ARC LENGTH OF 13.86 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 518 SQUARE FEET OR 0.012 ACRES,
MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE
CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID
DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.
PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 06/13/2019 DATE

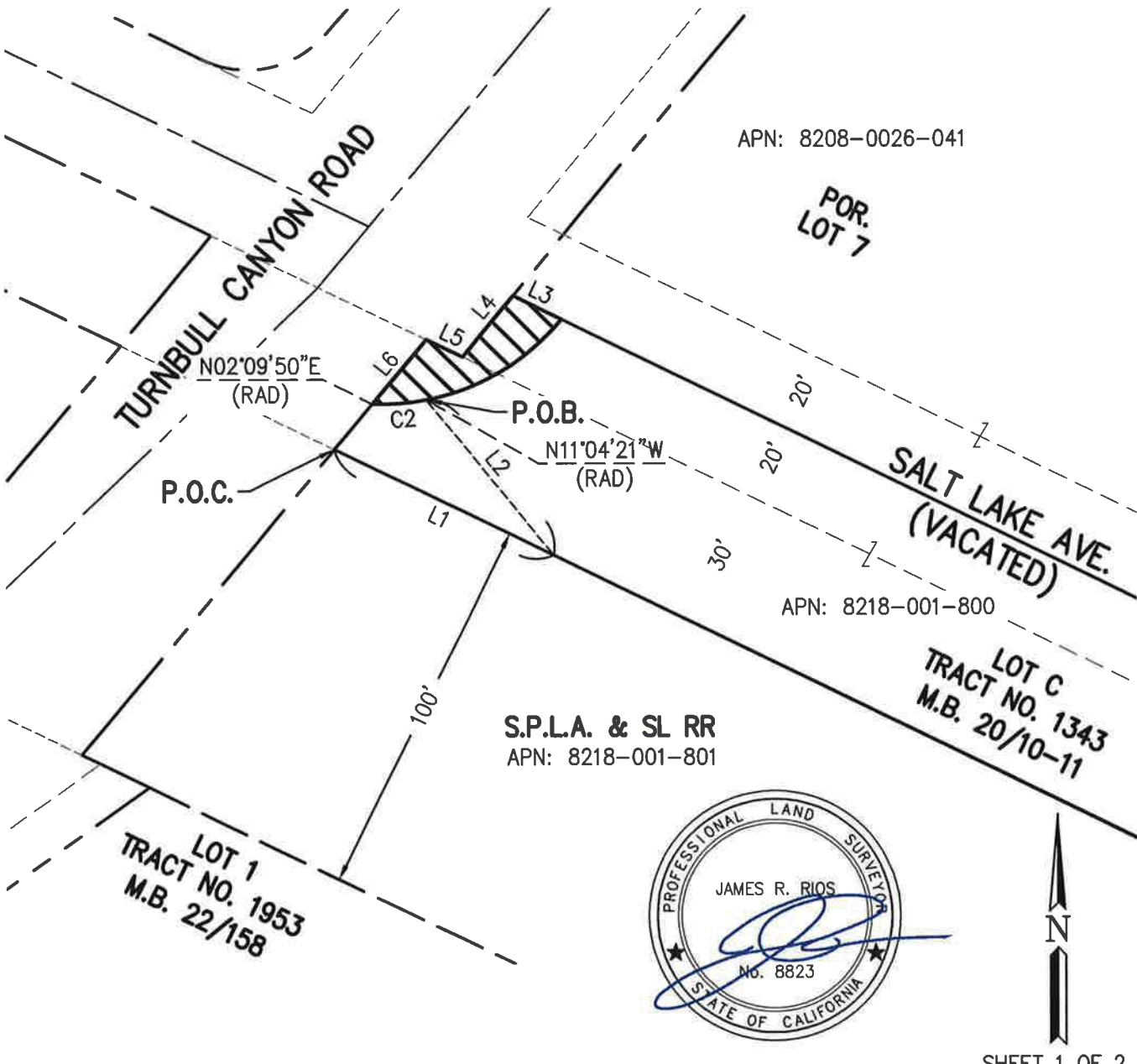


EXHIBIT "B"
MAP OF EASEMENT AREA

APN: 8218-001-800

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <u><i>Jim Hall</i></u> CHIEF ENGINEER DATE: <u>6/18/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8218-001-800	



(SEE LEGEND ON SHEET 2)

SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	518	29,927

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 06/13/2019
CITY OF INDUSTRY			SCALE: 1" = 40'
TOWILL, INC	SGVCOG RECOMMENDED BY:		REV. No. DATE:
<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u>	06/18/19	REV. No. DATE:
CHECKED BY: L.S.: 8823	PROJECT MANAGER	DATE	SGVCOG PARCEL No. 210R

I:\EGJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R Roadway Easment\15312_Roadway_Esmt_210R.dwg; Jun 14, 2019 - 3:49pm

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

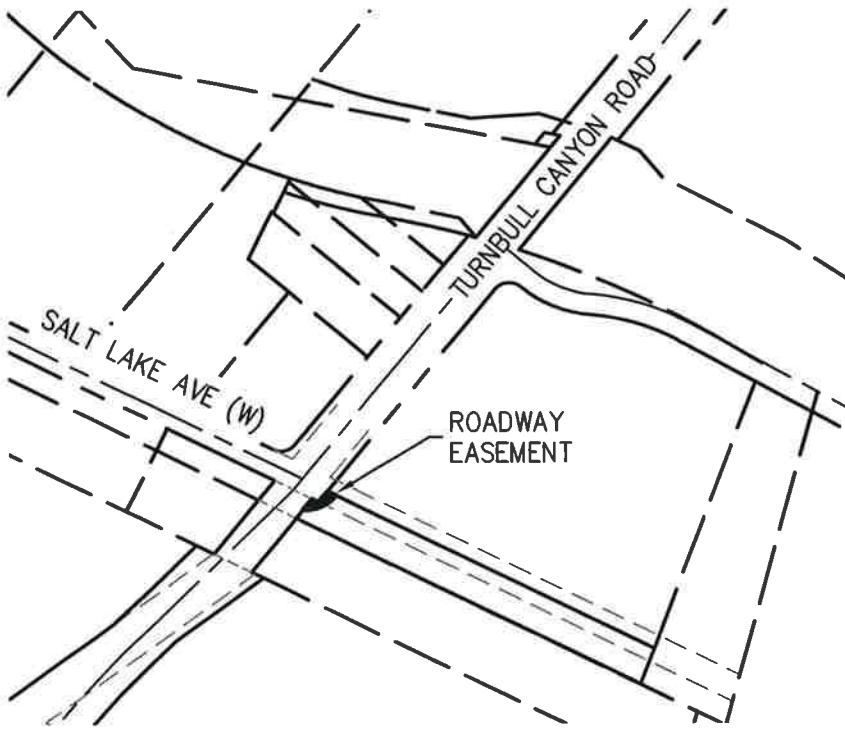
APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*

CHIEF ENGINEER

DATE: 6/18/19



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'
C2	13°14'11"	60.00'	13.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'
L3	N63°54'15"W	13.97'
L4	S39°31'56"W	20.56'
L5	N63°54'15"W	10.28'
L6	S39°31'56"W	21.70'

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES ARE TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 518 SQ. FT. (0.012 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	518	29,927

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

**TURNBULL CYN RD.
GRADE SEPARATION**

CITY OF INDUSTRY

DATE: 06/13/2019

SCALE: N.T.S.

REV. No. DATE:

REV. No. DATE:

SGVCOG
PARCEL No. 210R

I:\EOJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R\210R Roadway Easement\15312_Roadway_Esmt_210R.dwg; Jun 14, 2019 - 3:49pm

PARCEL: 210R ROADWAY

P.O.B. NORTHING: 1,829,386.3544 P.O.B. EASTING: 6,570,021.0231

BEARING: S63°54'15"E DISTANCE: 62.76'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S50°40'29"E
DELTA: 39°36'09" RADIUS: 60.00' LENGTH: 41.47'
TANGENT: 21.60' CHORD: 40.65'
NORTHING: 1,829,420.1008 EASTING: 6,570,079.4337

BEARING: N63°54'15"W DISTANCE: 13.97'
NORTHING: 1,829,426.2449 EASTING: 6,570,066.8897

BEARING: S39°31'56"W DISTANCE: 20.56'
NORTHING: 1,829,410.3856 EASTING: 6,570,053.8013

BEARING: N63°54'15"W DISTANCE: 10.28'
NORTHING: 1,829,414.9072 EASTING: 6,570,044.5699

BEARING: S39°31'56"W DISTANCE: 21.70'
NORTHING: 1,829,398.1668 EASTING: 6,570,030.7544

RADIAL IN: N02°09'50"E RADIAL OUT: S11°04'21"E
DELTA: 13°14'11" RADIUS: 60.00' LENGTH: 13.86'
TANGENT: 6.96' CHORD: 13.83'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

PERIMETER: 236.75'
AREA: 518.31 square feet / 0.012 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:23,674,876,878

NO FEE DOCUMENT
Government Code §6103 & §27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HDR
Attn: Real Estate Services
2280 Market Street Suite 100
Riverside, CA 92501

The Above Space For Recorder's Use Only

A Portion of APN(s): **8218-001-800**

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Southern California Edison ("Grantor")** does hereby GRANT and CONVEY to **San Gabriel Valley Council of Governments ("Grantee")** and its successors and assigns, an easement for drainage use, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain portion of Grantor's real property located in the City of Industry, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as **Exhibit "A"** and depicted attached hereto as **Exhibit "B"**; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTORS:

Southern California Edison

By: _____

Its: _____

Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Easement Deed (Parcel No. **210R**) dated _____ from **Southern California Edison, (“GRANTOR”)** to the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GRANTEE”), acting in furtherance of the ALAMEDA CORRIDOR-EAST PROJECT**, is hereby accepted by the undersigned on behalf of the Governing Board pursuant to authority conferred by that certain Joint Powers Agreement dated September 17, 1998, as amended, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Mark Christoffels
Chief Engineer

EXHIBIT "A"
LEGAL DESCRIPTION OF
EASEMENT AREA

APN: 8218-001-800

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800

(DRAINAGE EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD, FORMERLY TENTH AVENUE WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $63^{\circ}54'15''$ EAST, 62.76 FEET;

THENCE NORTH $39^{\circ}02'43''$ WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH $11^{\circ}04'21''$ WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}14'11''$ AN ARC LENGTH OF 13.86 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH $39^{\circ}28'56''$ WEST, 15.30 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 760 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 06/13/2019
DATE

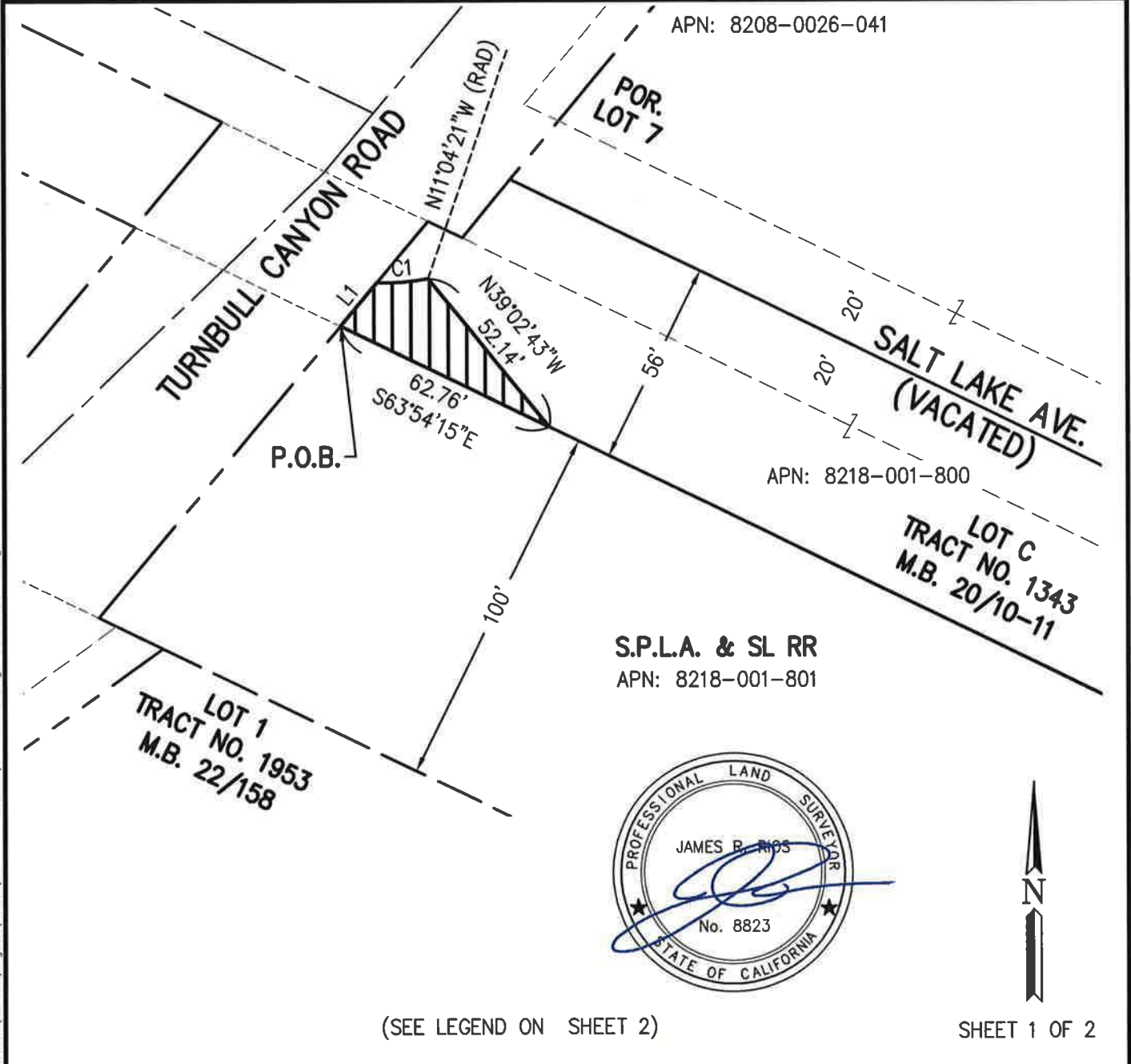


EXHIBIT "B"
MAP OF EASEMENT AREA

APN: 8218-001-800

EXHIBIT "B"

OWNER: SCE	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PG. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: <u><i>Mc Cliff</i></u> CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>6/18/19</u>



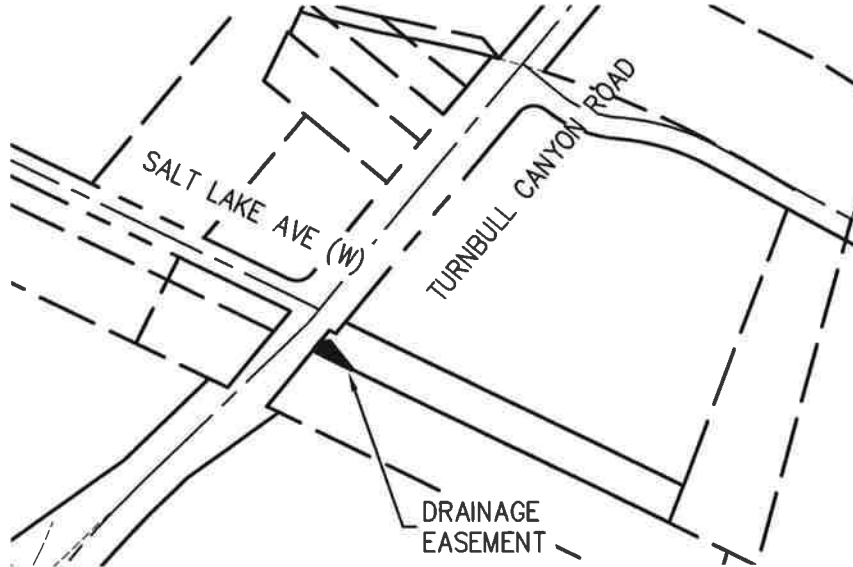
AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	760	29,685

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 06/13/2019
CITY OF INDUSTRY			SCALE: 1" = 40'
TOWILL, INC	SGVCOG RECOMMENDED BY:		REV. No. DATE:
<u><i>[Signature]</i></u>	<u><i>[Signature]</i></u> 06/18/19		REV. No. DATE:
CHECKED BY: L.S.: 8823	PROJECT MANAGER		SGVCOG PARCEL No. 210R

J:\EOJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R DRAINAGE\15312_Drainage_Esm1_210R.dwg; Jun 14, 2019 - 3:52pm

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: <i>[Signature]</i> CHIEF ENGINEER DATE: <u>6/18/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8218-001-800	



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	13°14'11"	60.00'	13.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°28'56"W	15.30'

LEGEND:

INDICATES ARE TO BE CONVEYED FOR DRAINAGE EASEMENT PURPOSES. AREA= 760 SQ. FT. (0.017 ACRES)

- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	760	29,685

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

TURNBULL CYN RD.
GRADE SEPARATION
CITY OF INDUSTRY

TOWILL, INC	SGVCOG RECOMMENDED BY:
<i>[Signature]</i>	<i>[Signature]</i> <u>06/18/19</u>
CHECKED BY: L.S.: 8823	PROJECT MANAGER DATE

DATE:	06/13/2019
SCALE:	N.T.S.
REV. No.	DATE:
REV. No.	DATE:
SGVCOG PARCEL No.	210R

V:\EJJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R\DRAINAGE\15312_Drainage_Esmt_210R.dwg; Jun 14, 2019 - 3:53pm

PARCEL: 210R DRAINAGE

P.O.B. NORTHING: 1,829,386.3544 P.O.B. EASTING: 6,570,021.0231

BEARING: S63°54'15"E DISTANCE: 62.76'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S02°09'50"W
DELTA: 13°14'11" RADIUS: 60.00' LENGTH: 13.86'
TANGENT: 6.96' CHORD: 13.83'
NORTHING: 1,829,398.1668 EASTING: 6,570,030.7544

BEARING: S39°28'56"W DISTANCE: 15.30'
NORTHING: 1,829,386.3544 EASTING: 6,570,021.0231

PERIMETER: 144.07'
AREA: 760.35 square feet / 0.017 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:14,406,702,362

NO FEE DOCUMENT
Government Code §6103 & §27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

HDR
Attn: Real Estate Services
2280 Market Street Suite 100
Riverside, CA 92501

The Above Space For Recorder's Use Only

A Portion of APN(s): **8218-001-800**

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Southern California Edison ("Grantor")**, hereby grants to the **San Gabriel Valley Council of Governments ("Grantee")**, its successors and assigns, the right, on a temporary basis, to enter and utilize certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on **Exhibit "A"** (legal description), and depicted on **Exhibit "B"** (plat to accompany legal description), attached hereto and made a part hereof (the "Temporary Construction Easement Area").

1. Purpose: This TEMPORARY CONSTRUCTION EASEMENT ("TCE") is for the purpose of constructing the Turnbull Canyon Road Grade Separation Project ("Project"), a public project. The TCE shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen (collectively, "Authorized Personnel") to: (i) use, control, and occupy the Temporary Construction Easement Area in order to perform all activities as may be necessary for construction of the Project; (ii) have access to, ingress to, and egress from the Temporary Construction Easement Area; (iii) use and temporarily place and operate tools, equipment, machinery, and materials on and within the Temporary Construction Easement Area; and (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Temporary Construction Easement Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the ("Work").

2. Term: The Temporary Construction Easement shall be for a period not to exceed 30 months. Actual physical use and occupation of the TCE Area for Project Construction purposes, and all uses appurtenant thereto, will occur during a phase for a total of 3 months ("Occupational Period"), which shall commence following written notice provided to burdened parcel owner, by easement holder. During the Occupational Period, access and use of the TCE area will be allowed to the extent that said portion of the TCE is not being used for Project construction or staging purposes at that time. During the remaining 30 months of the TCE term, no actual physical occupancy and/or use of the TCE Area by the easement holder will occur ("Non Occupational Period").

At the expiration of the Temporary Construction Easement, easement holder shall restore such property to a condition as near as practicable to the condition that existed immediately prior to easement holder's operations. Easement holder shall not be required to restore vegetation to the pre-existing condition.

3. No Unreasonable Interference. Grantee will at all times during the TCE Term allow for Grantor to have and maintain reasonable access to and from the Property, and Grantee will stage and coordinate work with Grantor so as not to unreasonably impede/hinder access to and within the Property. During the TCE Term, Grantor and its tenants may use such portions of the Temporary Construction Easement Area as are not then being used by Grantor for the Work.

4. Restoration. Upon completion of the Work, Grantee will cause all of the equipment, materials, tools, trash and debris to be removed from the Temporary Construction Easement Area, and will have the Temporary Construction Easement Area restored to a condition as nearly as practicable to its condition prior to its use by Grantee. However, Grantee shall not be required to restore vegetation to the pre-existing condition.

5. Miscellaneous. Any oral representations concerning or modifications of the instrument constituting this TCE shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Southern California Edison

By: _____

Its: _____

Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Temporary Construction Easement Deed (Parcel No. **210R**) dated _____ from **Southern California Edison, (“GRANTOR”)** to the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California joint powers authority, (“GRANTEE”)**, acting in furtherance of the **ALAMEDA CORRIDOR-EAST PROJECT**, is hereby accepted by the undersigned on behalf of the Governing Board pursuant to authority conferred by that certain Joint Powers Agreement dated September 17, 1998, as amended, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Date

Mark Christoffels
Chief Engineer

EXHIBIT "A"
LEGAL DESCRIPTION OF
TEMPORARY CONSTRUCTION EASEMENT AREA

APN: 8218-001-800

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40 FEET WIDE) AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60 FEET WIDE) AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID TURNBULL CANYON ROAD, FORMERLY TENTH AVENUE WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 63°54'15" EAST, 62.76 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE THENCE SOUTH 63°54'15" EAST, 59.89 FEET;

THENCE SOUTH 25°31'59" WEST, 56.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;


THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 63°54'15" WEST, 35.29 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,617 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 06/13/2019 DATE

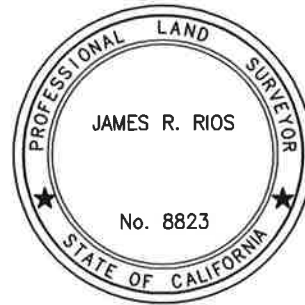


EXHIBIT "B"
MAP OF TEMPORARY
CONSTRUCTION EASEMENT AREA

APN: 8218-001-800

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

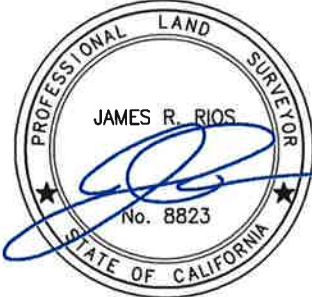
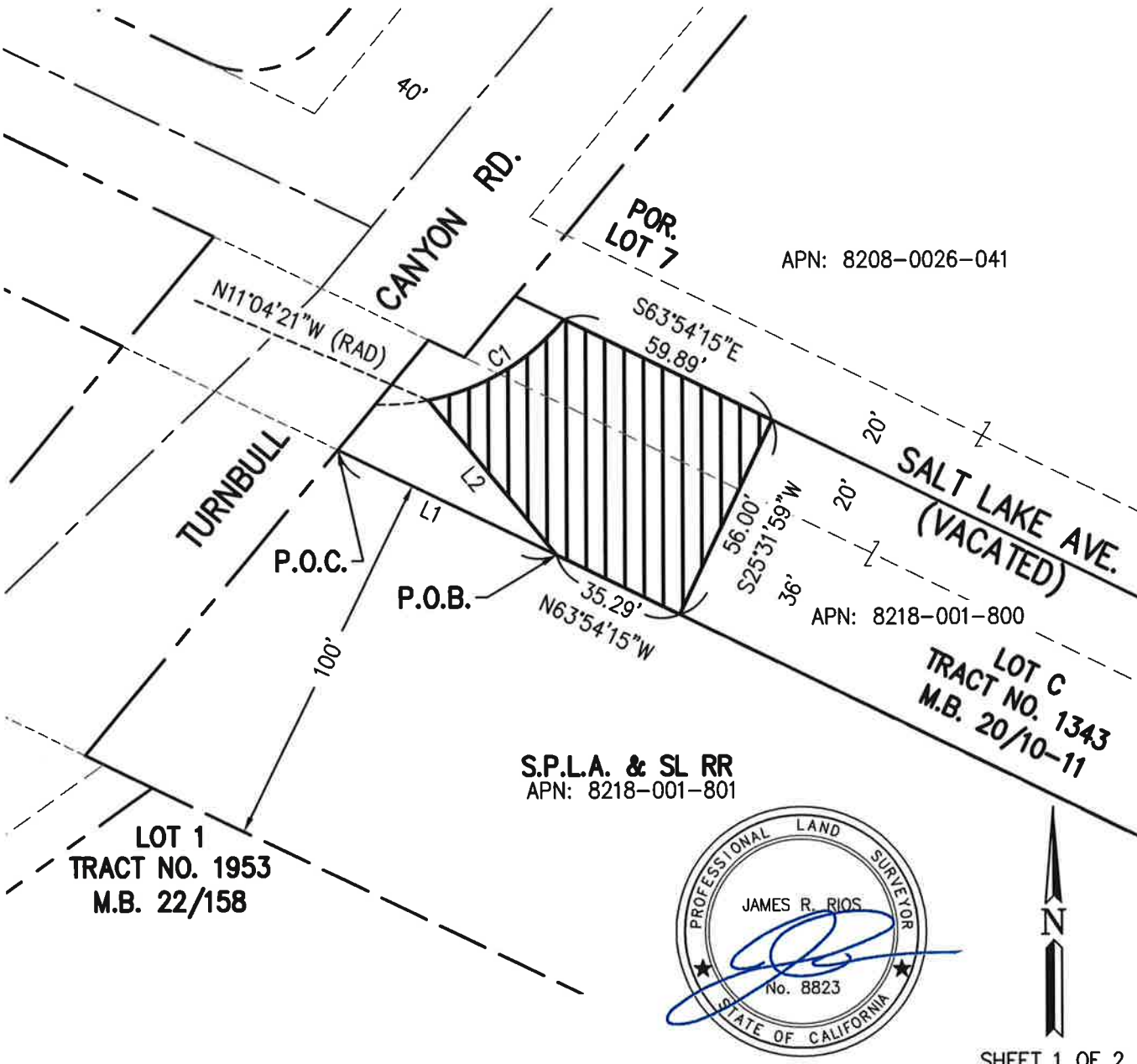
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED
IN BK. 20/10-11 OF MAPS

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 6/18/19



SHEET 1 OF 2

(SEE LEGEND ON SHEET 2)

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	3,617	26,828

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

SGVCOG RECOMMENDED BY: *[Signature]* PROJECT MANAGER

DATE: 06/18/19

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

DATE: 06/13/2019

SCALE: 1" = 40'


REV. No. DATE:

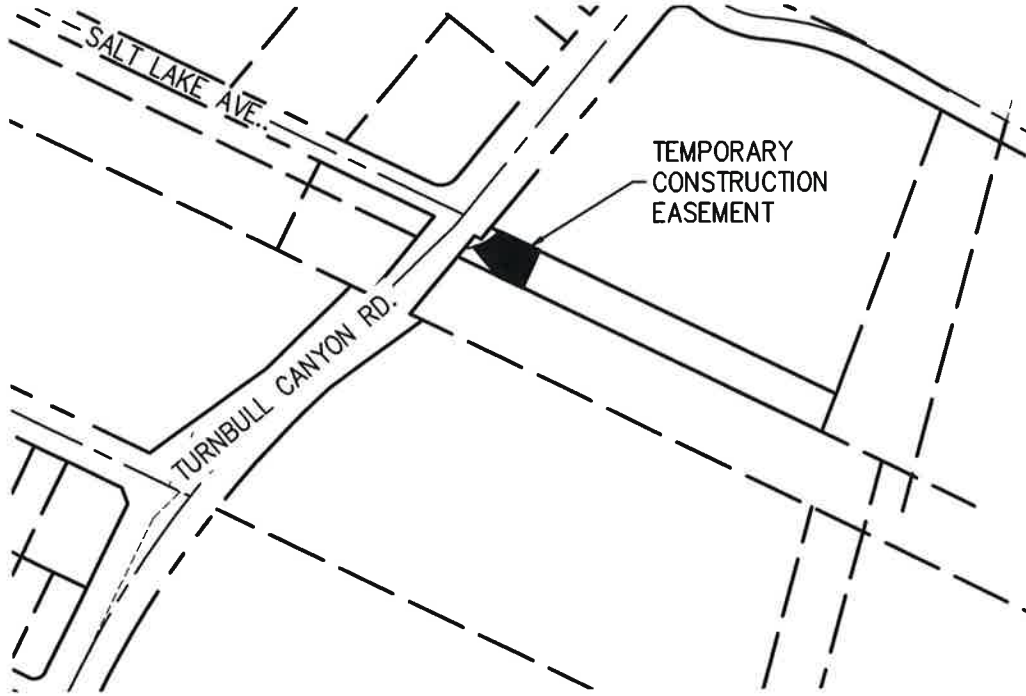
REV. No. DATE:

SGVCOG PARCEL No. 210R

F:\NEOJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R TCE\15312_TCE_Esmt_210R.dwg; Jun 14, 2019 - 3:48pm

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY:  CHIEF ENGINEER DATE: <u>6/18/19</u>
LEGAL: POR. OF LOT "C" OF TR. NO. 1343, AS PER MAP RECORDED	
IN BK. 20/10-11 OF MAPS	
APN: 8218-001-800	



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'

LEGEND:



INDICATES ARE TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. AREA= 3,617 SQ. FT. (0.083 ACRES)

- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,445	3,617	26,828

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION**

DATE:	06/13/2019
SCALE:	N/A
REV. No.	DATE:
REV. No.	DATE:
SGVCOG PARCEL No.	210R

TOWILL, INC

SGVCOG
RECOMMENDED BY:

CHECKED BY:  L.S.: 8823

PROJECT-MANAGER  DATE: 6/18/19

CITY OF INDUSTRY

V:\EOJobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R_TCE\15312_TCE_Esmt_210R.dwg; Jun 14, 2019 - 3:48pm

PARCEL: 210R TCE

P.O.B. NORTHING: 1,829,386.3544 P.O.B. EASTING: 6,570,021.0231

BEARING: S63°54'15"E DISTANCE: 62.76'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

T.P.O.B. NORTHING: 1,829,358.7471 T.P.O.B. EASTING:
6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S50°40'29"E
DELTA: 39°36'09" RADIUS: 60.00' LENGTH: 41.47'
TANGENT: 21.60' CHORD: 40.65'
NORTHING: 1,829,420.1008 EASTING: 6,570,079.4337

BEARING: S63°54'15"E DISTANCE: 59.89'
NORTHING: 1,829,393.7585 EASTING: 6,570,133.2152

BEARING: S25°31'59"W DISTANCE: 56.00'
NORTHING: 1,829,343.2257 EASTING: 6,570,109.0765

BEARING: N63°54'15"W DISTANCE: 35.29'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

PERIMETER: 307.55'
AREA: 3,617.08 square feet / 0.083 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:30,754,773,578



THE SGVCOG PROJECT

ACQUISITION HANDBOOK

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WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?

State and Federal constitutions and the Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize the purchase of private property for public use and assure full protection of the rights of each citizen.

The ACE Project of the San Gabriel Valley Council of Governments (SGVCOG) is committed to ensure that you receive the same price that you would receive if you sold your property privately on the open market. This price is called the property's "fair market value." SGVCOG cannot buy your property for more than its worth, but it can and will assure you that you do not have to sell your property for less than its fair market value.

At the time the offer is made to purchase your property, you may obtain your own appraisal and the SGVCOG will reimburse you up to \$5,000 for the actual reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Acquisition Agent will provide more information concerning this reimbursement at the time of the offer.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

Many months of preliminary study and investigation are spent considering possible locations for the Project. Consideration of the environmental elements and the social effect(s) are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies are actively sought so that various views can be considered during the analysis phase of the project. The process includes public hearings that provide individuals with an opportunity to express their views on the locations under consideration.

A number of specialists review project designs to evaluate the environmental and social impacts. Among these specialists are statisticians, economists, environmentalists, advance planners, design engineers, and relocation advisors. As a result of this team effort, the best possible location for a transportation facility is selected. The goal is to have the project provide the greatest public good and the least private injury or inconvenience while rendering the best possible service.

HOW WILL SGVCOG DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, SGVCOG will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

SGVCOG is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by SGVCOG on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the

date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You will be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be over looked. If you prefer, you may designate a representative for this purpose.

ONCE SGVCOG DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL SGVCOG GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and
- Possible project delays caused by factors outside the control of SGVCOG.

Typically, when there are no funding Issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

SGVCOG will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE SGVCOG STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The SGVCOG statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, SGVCOG will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:

- You may order your own Independent appraisal. Should you enter into a contract with the selected appraiser, SGVCOG will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time SGVCOG makes its offer to you, it will offer to pay you the reasonable cost, not to exceed \$5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to SGVCOG. In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to SGVCOG concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT SGVCOG'S INITIAL OFFER?

NO. You are entitled to present evidence as to the amount you believe is the fair market value of your property, and to make suggestions for changing the terms and conditions of the offer. SGVCOG will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, SGVCOG may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with SGVCOG. SGVCOG is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT SGVCOG'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after SGVCOG signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY SGVCOG?

If you and SGVCOG are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or SGVCOG may choose not to acquire the property. In the latter case, SGVCOG will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's Capital Project and Construction Committee of the San Gabriel Valley Council of Governments. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and

other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows SGVCOG to have possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, SGVCOG must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount. **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge SGVCOG's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by SGVCOG, you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and SGVCOG enter into an agreement for the sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to SGVCOG.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after SGVCOG acquires your property.

Escrow or SGVCOG will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from SGVCOG after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by SGVCOG.

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by SGVCOG. If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), SGVCOG will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling

price if offered for sale on the condition that the buyer will remove it at his or her own expense.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN SGVCOG ACQUIRE ONLY A PART OF MY PROPERTY?

YES. But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, SGVCOG will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO SGVCOG AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by SGVCOG on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by SGVCOG does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on pages 7-8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

After your GI home mortgage loan has been repaid, you will be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when SGVCOG acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544. "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

LOSS OF BUSINESS GOODWILL

CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

- (1) The loss is caused by the taking of the property or the injury to the remainder.
- (2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
- (3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
- (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit

for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents papers. Books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.



THE SGVCOG PROJECT

YOUR RIGHTS UNDER

TITLE VI

YOUR RIGHTS UNDER TITLE IV OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 12898

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI, 42 U.S.C. §§ 20000d et seq., was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

WHAT IS EXECUTIVE ORDER 12898?

This Executive Order directs federal agencies to make achieving environmental justice part of their mission by identifying and addressing, as appropriate, disproportionately high adverse human health or environmental effects of agency activities on minority and low-income populations.

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from the San Gabriel Valley Council of Governments (SGVCOG) activity will be administered without regard to race, color, or national origin.

SGVCOG will not tolerate discrimination by its employees or recipients of Federal funds. SGVCOG prohibits all discriminatory practices which may result in:

- Denial to an individual of any service, financial aid, or benefit provided under the program to which he or she *may* otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, SGVCOG will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work SGVCOG performs is intended to assist the transportation needs of all people regardless of race, color, national origin and/or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All SGVCOG employees and its functional programs are responsible to ensure compliance with Title VI.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of SGVCOG services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with SGVCOG. The address and telephone number of the office is:

The ACE Project of the San Gabriel Valley Council of Governments

4900 Rivergrade Road, Suite A120

Irwindale, CA. 91706

Tel: (888) SGVCOG-1426

Email: info@theACEproject.org

CPCC RESOLUTION NO. 19-16

A RESOLUTION OF THE SAN GABRIEL
VALLEY COUNCIL OF GOVERNMENTS
CAPITAL PROJECTS AND CONSTRUCTION
COMMITTEE FINDING AND DETERMINING
THAT THE PUBLIC INTEREST,
CONVENIENCE AND NECESSITY REQUIRE
THE ACQUISITION OF CERTAIN PROPERTY
FOR PUBLIC PURPOSES

THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS
AND CONSTRUCTION COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Capital Projects and Construction Committee (“Committee”) of the San Gabriel Valley Council of Governments after consideration of the staff report, staff presentation, any discussion or oral testimony, and all other evidence presented at its Meeting on Monday, October 28, 2019 at 12:00 p.m. finds, determines and declares the following recitals to be true and correct:

- (a) The San Gabriel Valley Council of Governments is authorized by statute and pursuant to that certain Joint Powers Agreement dated September 17, 1998, as amended, to acquire property by eminent domain within the City of Hacienda Heights and City of Industry, County of Los Angeles, CA for the Turnbull Canyon Road Grade Separation Project (“Project”) as part of the Alameda Corridor East – Gateway to America Project; and
- (b) The public interest and necessity require the Turnbull Canyon Road Grade Separation Project located in Los Angeles County, City of Hacienda Heights and City of Industry, State of CA as part of the ACE Project, which includes railroad crossing safety and efficiency improvements and all uses appurtenant thereto intended to partially mitigate the impacts of increased rail traffic from the completed Alameda Corridor on motor vehicle traffic (the “Project”); and
- (c) The Project is planned and located in a manner that will be the most compatible with the greatest public good and least private injury in that it is specifically designed to improve safety and efficiency along Turnbull Canyon Road between Don Julian Road and Maywood Street; and
- (d) The interests in real property to be acquired (collectively the “Property Interests”) are a permanent roadway easement, a permanent drainage easement and a temporary construction easement (“TCE”) which are part of a Larger Parcel located in City of Industry, Los Angeles County, State of CA which bears the Assessor Parcel Number 8218-001-800. The Property Interests are legally described in attached Exhibit A-1, A-2, A-3, are depicted on attached Exhibit B-1, B-2, B-3, and are further defined in Exhibit C, which exhibits are incorporated herein by reference and made a part hereof; and

- (e) The taking of the Property Interests is necessary for the Project and such taking is authorized by Section 19, Article I of the California Constitution, Sections 6500 et seq., 37350.5, 40401 et seq. and 40404 of the California Government Code, Section 1230.010 et seq., 1240.020 and 1240.410 of the California Code of Civil Procedure, and other applicable law; and
- (f) The offer to purchase required by California Government Code Section 7267.2 has been made to the owner of the Property Interests;
- (g) The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235;
- (h) The San Gabriel Valley Council of Governments has fully complied with the California Environmental Quality Act (“CEQA”) as the Project is statutorily exempt pursuant to Public Resources Code section 21080.13 and Section 15282(g) of the CEQA Guidelines; and
- (i) The San Gabriel Valley Council of Governments has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain (the “right to take”) to acquire the Property Interests; and
- (j) The taking is authorized pursuant to the provisions of Code of Civil Procedure section 1240.510; and

SECTION 2. The Committee hereby declares that it is its intention of the San Gabriel Valley Council of Governments to acquire said Property Interests in accordance with the provision of the laws of the State of California governing condemnation procedures.

SECTION 3. The Committee further finds that if any portion of the area of the Property Interests has been appropriated to some public use, the public uses to which it is to be applied by the San Gabriel Valley Council of Governments, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure section 1240.610 or, alternatively, are compatible with those other uses pursuant to Code of Civil Procedure section 1260.510.

SECTION 4. Legal counsel for the San Gabriel Valley Council of Governments is authorized and directed to prepare, institute and prosecute such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property Interests, including the filing of an application for an Order for Possession prior to judgment.

SECTION 5. This Resolution shall be effective immediately upon its adoption.

SECTION 6. The Assistant to the Clerk of the Board of the Committee shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED, APPROVED AND ADOPTED this 28th day of October 2019.

ATTEST:

Deanna Stanley, Clerk of the Committee

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I HEREBY CERTIFY that the foregoing CPCC Resolution 19-16 was duly adopted by San Gabriel Valley Council of Governments Capital Projects and Construction Committee at a regular meeting thereof, held on the 28th day of October 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deanna Stanley, Clerk of the Board

EXHIBIT "A-1"

Legal Description of Permanent Roadway Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72208A

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 62.76 FEET;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AND THE **POINT OF BEGINNING**, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE, NORTH 63°54'15" WEST, 14.95 FEET TO SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD AS DESCRIBED IN THE CITY OF INDUSTRY RESOLUTION NO. 658, AND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 06, 1973, IN BOOK D5823 PAGE 970, OFFICIAL RECORDS OF SAID COUNTY, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,540.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 48°26'34" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ITS SOUTHWESTERLY PROLONGATION, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 02, 1996, AS INSTRUMENT NO. 96-191558, OFFICIAL RECORDS OF SAID COUNTY, THROUGH A CENTRAL ANGLE OF 01°24'44" AN ARC LENGTH OF 37.96 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID PREVIOUSLY DESCRIBED 60.00 FOOT RADIUS CURVE WITH SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 07°08'20" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'01" AN ARC LENGTH OF 4.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 397 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/21/2019 DATE



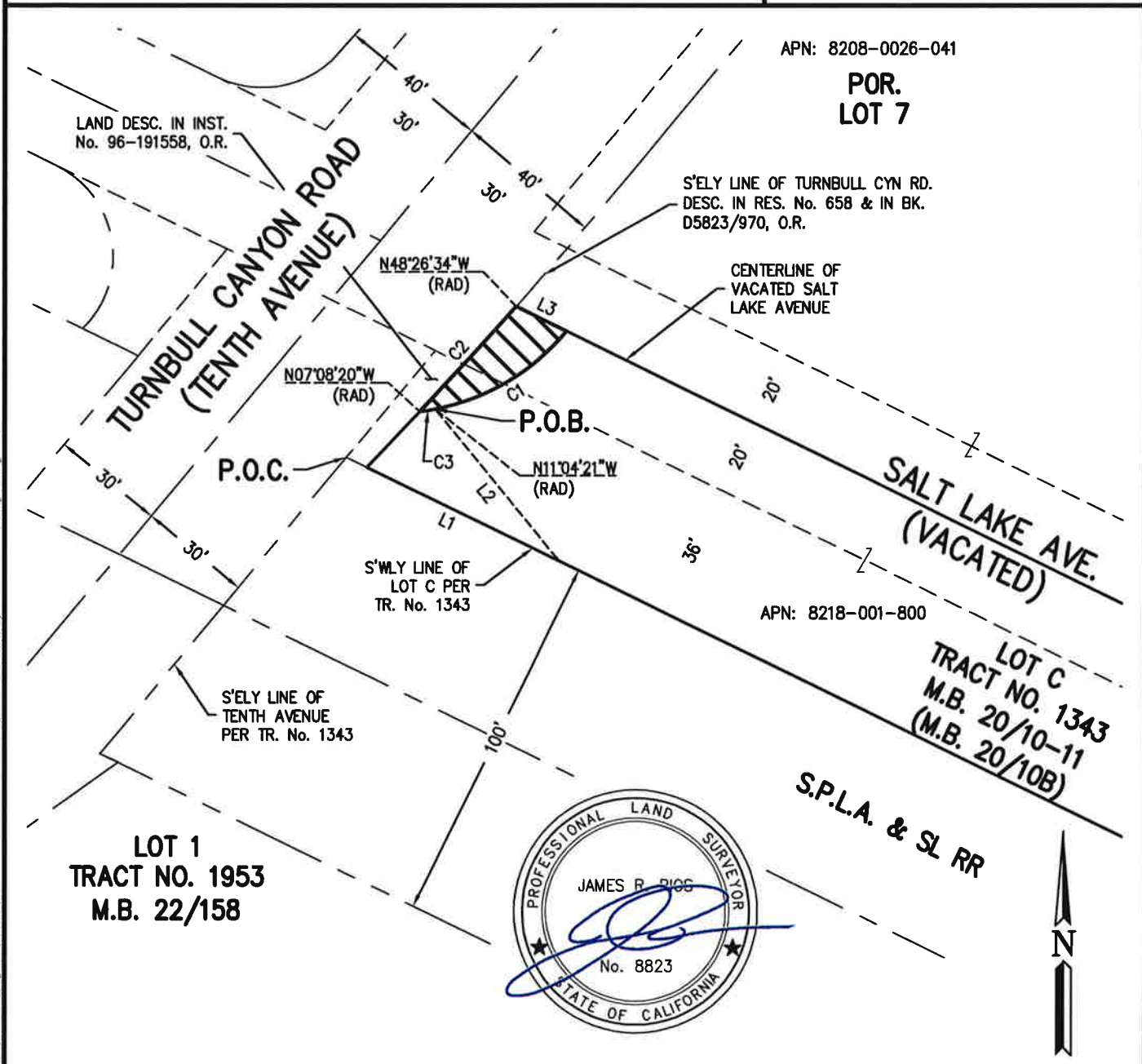
EXHIBIT "B-1"

Map of Permanent Roadway Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>8/22/19</u>



SERIAL 72208A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	397	29,914

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/21/2019
TOWILL, INC	SGVCOG RECOMMENDED BY:		SCALE: 1" = 40'
	PROJECT-MANAGER	CITY OF INDUSTRY	REV. No. 01 DATE: 08/09/2019
CHECKED BY: L.S.: 8823	DATE: 8/22/19		REV. No. 02 DATE: 08/21/2019
			SGVCOG PARCEL No. 210R

C:\Users\jregal\OneDrive\Documents\210R ROADWAY EASMENT\15312_Roadway_Esm1_210R.dwg, Aug 21, 2019 - 10:15am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

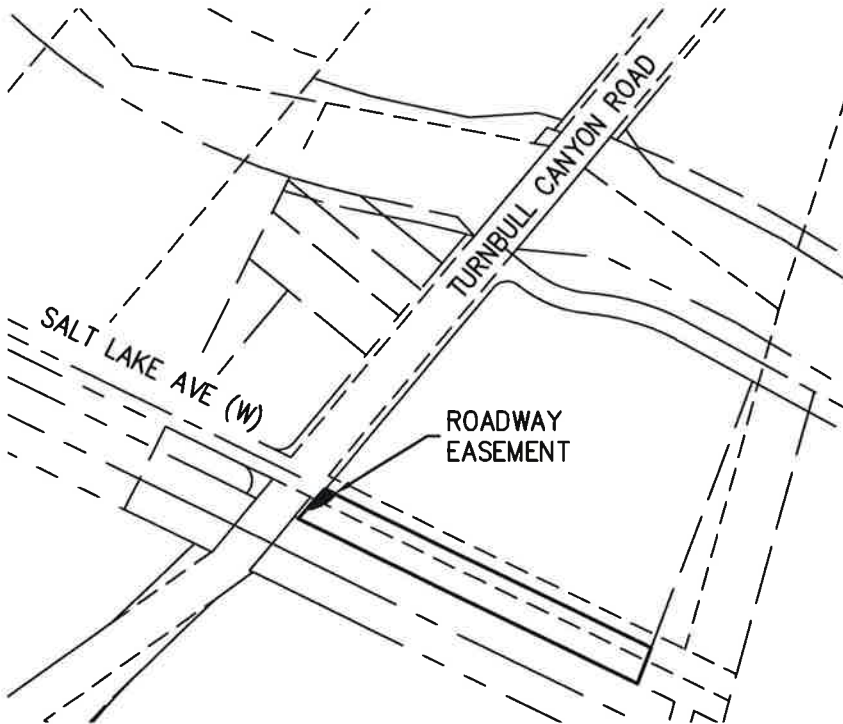
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/22/19



VICINITY MAP
NOT TO SCALE

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'
C2	1°24'44"	1540.00'	37.96'
C3	3°56'01"	60.00'	4.12'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'
L3	N63°54'15"W	14.95'

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

- INDICATES AREA TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 397 SQ. FT. (0.009 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SERIAL 72208A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	397	29,914

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION**

CITY OF INDUSTRY

DATE:	08/21/2019
SCALE:	N.T.S.
REV. No. 01	DATE: 08/09/2019
REV. No. 02	DATE: 08/21/2019
SGVCOG PARCEL No.	210R

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

SGVCOG RECOMMENDED BY: *[Signature]* DATE: 8/22/19

PROJECT MANAGER

I:\EDJobs\15312 ACE Turnbull Canyon Road\Office\Road\210R ROADWAY EASEMENT\15312_Roadway_Esm\210R.dwg; Aug 21, 2019 - 10:16am

EXHIBIT "A-2"

Legal Description of Permanent Drainage Easement Area

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72209A

(DRAINAGE EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 6.03 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, SOUTH 63°54'15" EAST, 56.74 FEET;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'01" AN ARC LENGTH OF 4.12 FEET TO SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD, ALSO BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 02, 1996, AS INSTRUMENT NO. 96-191558, OFFICIAL RECORDS OF SAID COUNTY, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,540.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 47°01'50" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'41" AN ARC LENGTH OF 20.47 FEET TO SAID SOUTHWESTERLY LINE OF LOT C AND THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 647 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.


 08/21/2019
JAMES R. RIOS, PLS 8823 DATE



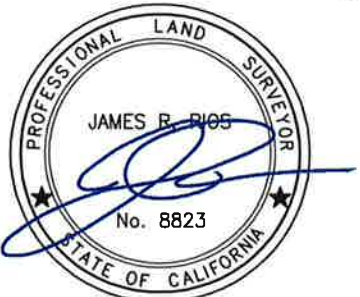
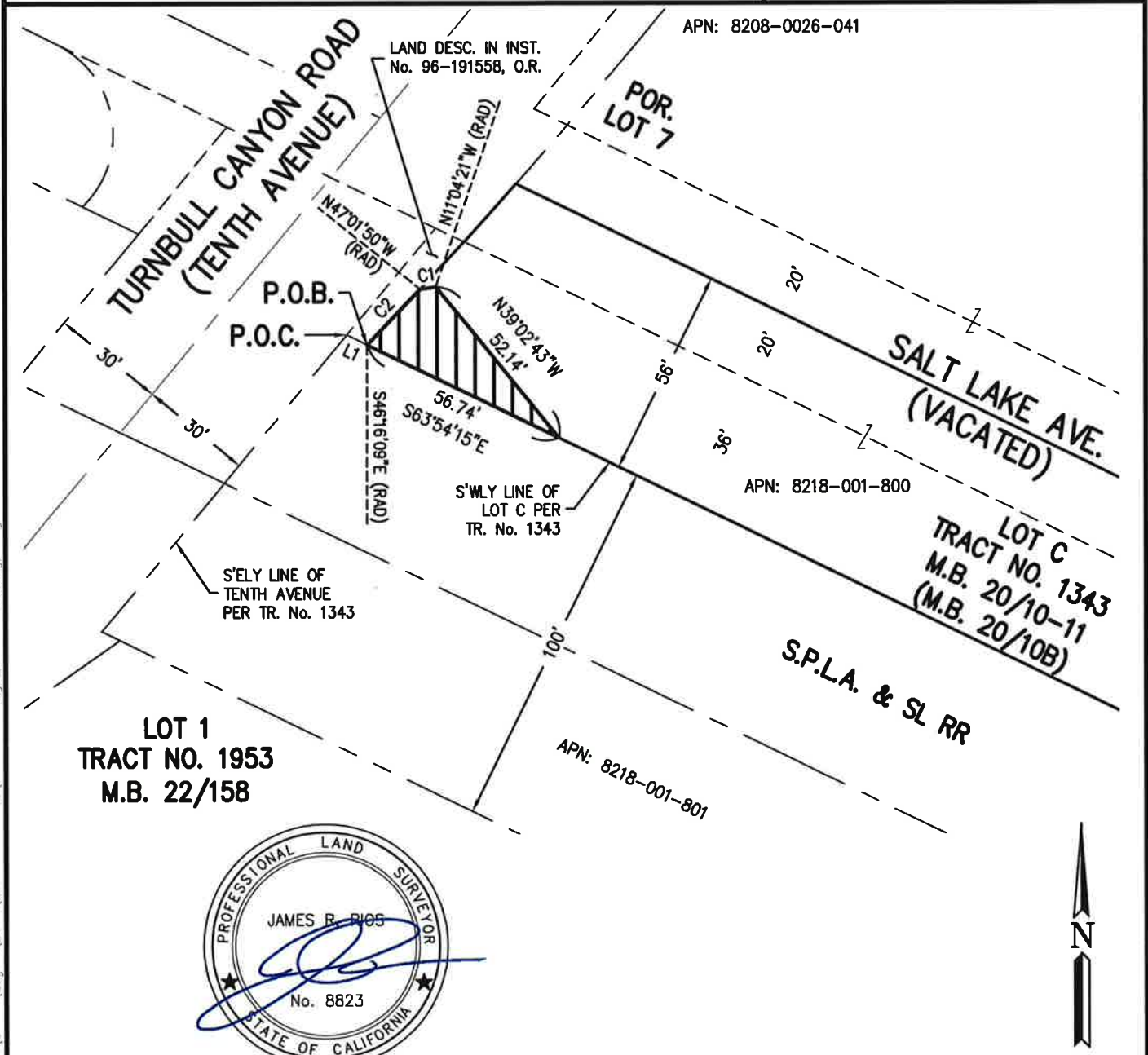
EXHIBIT "B-2"

Map of Permanent Drainage Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>8/22/19</u>



SERIAL 72209A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

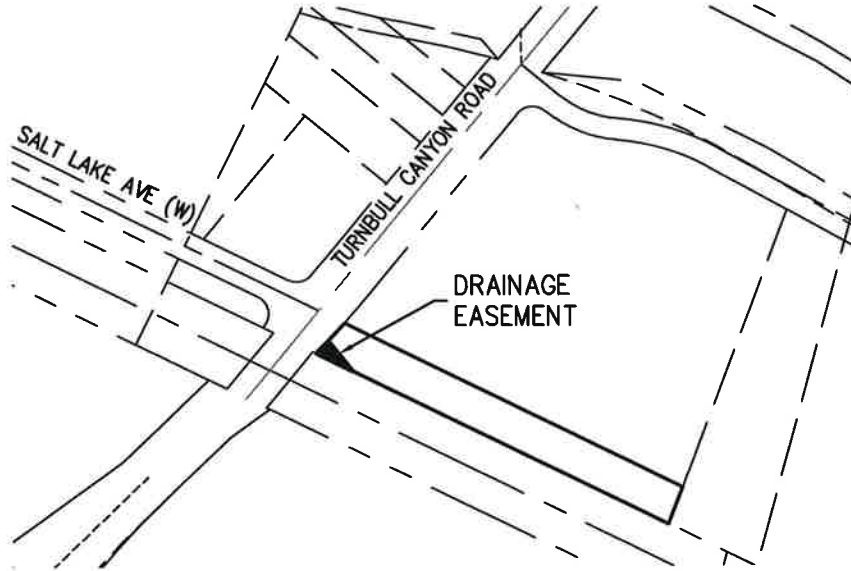
AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	647	29,664

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/21/2019
TOWILL, INC			SCALE: 1" = 40'
CHECKED BY: L.S.: 8823	SGVCOG RECOMMENDED BY: PROJECT MANAGER	CITY OF INDUSTRY	REV. No. 01 DATE: 08/09/2019 REV. No. 02 DATE: 08/21/2019 SGVCOG PARCEL No. 210R

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EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>8/22/19</u>



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°56'01"	60.00'	4.12'
C2	0°45'41"	1540.00'	20.47'

LEGEND:

INDICATES AREA TO BE CONVEYED FOR DRAINAGE EASEMENT PURPOSES.
AREA= 647 SQ. FT. (0.015 ACRES)

- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	6.03'



SERIAL 72209A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	647	29,664

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/21/2019
TOWILL, INC			SCALE: N.T.S.
	SGVCOG RECOMMENDED BY:	CITY OF INDUSTRY	REV. No. 01 DATE: 08/09/2019
CHECKED BY: L.S.: 8823	PROJECT MANAGER		REV. No. 02 DATE: 08/21/2019
	DATE: <u>08/22/19</u>		SGVCOG PARCEL No. 210R

J:\NEO\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R DRAINAGE\15312_DRAINAGE_Esmi_210R.dwg; Aug 21, 2019 - 9:28am

PARCEL: 210R DRAINAGE

P.O.B. NORTHING: 1,829,386.3604 P.O.B. EASTING: 6,570,021.0108

BEARING: S63°54'15"E DISTANCE: 6.03'
NORTHING: 1,829,383.7072 EASTING: 6,570,026.4277

T.P.O.B. NORTHING: 1,829,383.7072 T.P.O.B. EASTING:
6,570,026.4277

BEARING: S63°54'15"E DISTANCE: 56.74'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S07°08'20"E
DELTA: 03°56'01" RADIUS: 60.00' LENGTH: 4.12'
TANGENT: 2.06' CHORD: 4.12'
NORTHING: 1,829,398.5892 EASTING: 6,570,040.4764

RADIAL IN: N47°01'50"W RADIAL OUT: S46°16'09"E
DELTA: 00°45'41" RADIUS: 1,540.00' LENGTH: 20.47'
TANGENT: 10.23' CHORD: 20.47'
NORTHING: 1,829,383.7072 EASTING: 6,570,026.4277

PERIMETER: 139.50'
AREA: 646.99 square feet / 0.015 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:13,949,992,475

EXHIBIT "A-3"

Legal Description of Temporary Construction Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72207A

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 62.76 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE, SOUTH 63°54'15" EAST, 59.89 FEET;

THENCE SOUTH 25°31'59" WEST, 56.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

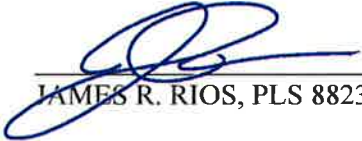
THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 35.29 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,617 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF, PREPARED BY ME OR UNDER MY DIRECTION.


JAMES R. RIOS, PLS 8823 08/21/2019
DATE

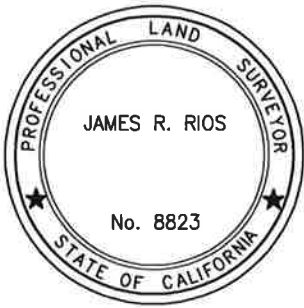


EXHIBIT "B-3"

Map of Temporary Construction Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

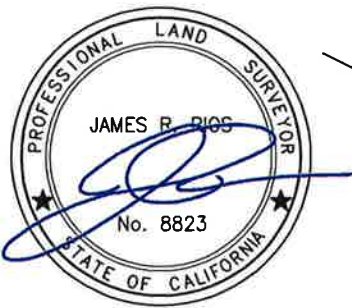
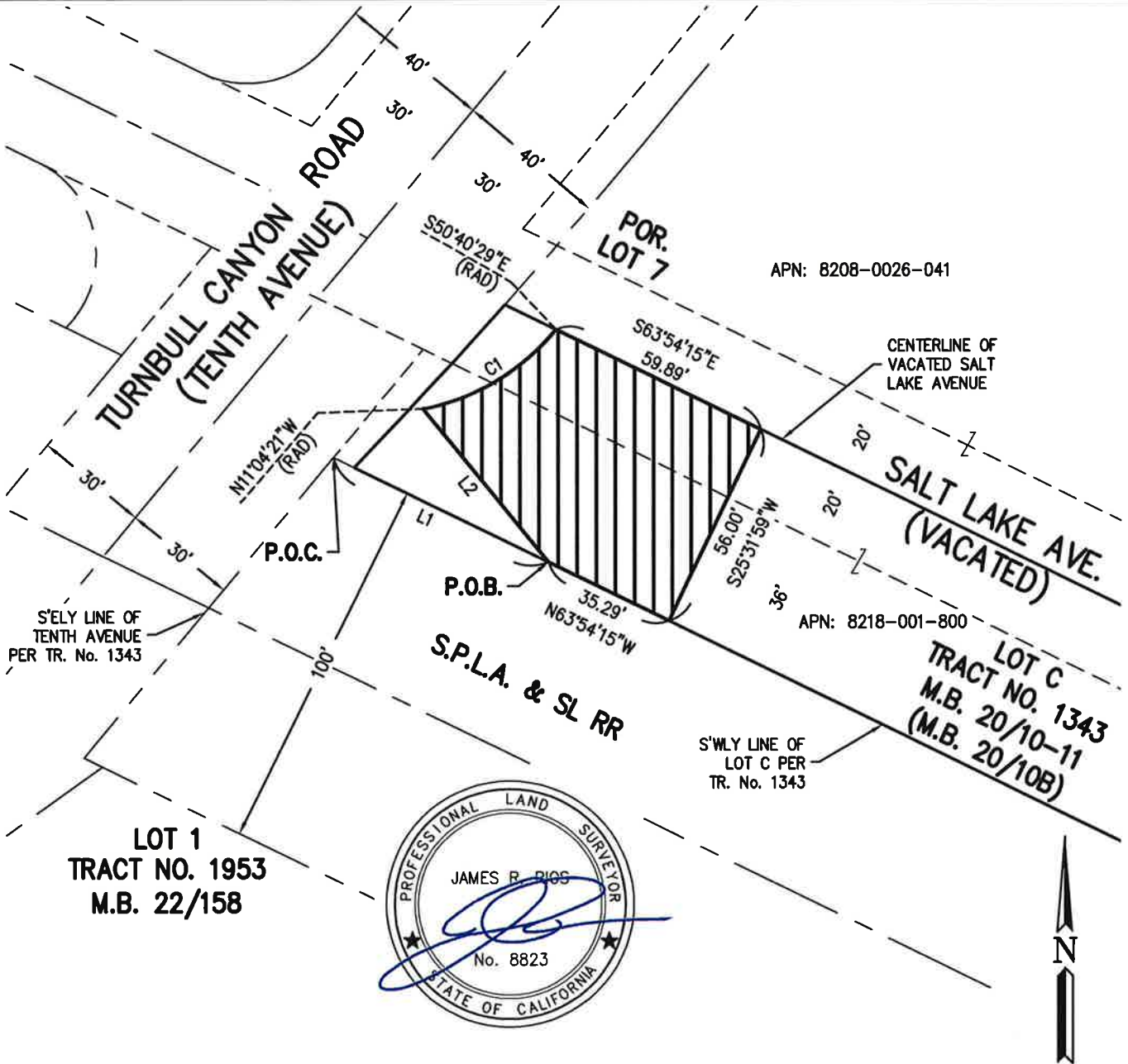
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/22/15



SERIAL 72207A	(SEE LEGEND OF SHEET 2)	SHEET 1 OF 2
AREA	TOTAL	REQUIRED
SQUARE FEET	30,311	3,617
		REMAINDER
		NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC.

CHECKED BY: *[Signature]* L.S.: 8823

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

DATE: 08/21/2019

SCALE: 1" = 40'

REV. No. 01	DATE: 08/05/2019
REV. No. 02	DATE: 08/21/2019

SGVCOG PARCEL No. 210R

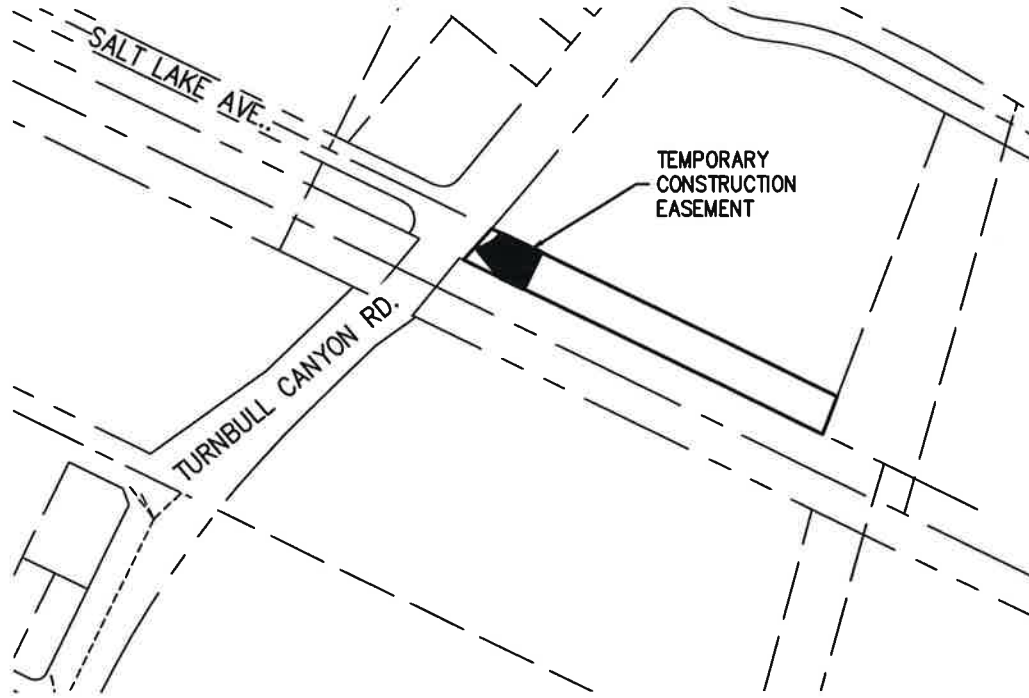
SGVCOG RECOMMENDED BY: *[Signature]* 08/22/15

PROJECT MANAGER DATE

J:\VED\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R\TCE\15312_TCE_Esmt_210R.dwg; Aug 21, 2019 - 11:01am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG ACCEPTED BY: CHIEF ENGINEER DATE: <u>8/22/10</u>
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	
APN: 8218-001-800	



VICINITY MAP
NOT TO SCALE

BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'

LEGEND:



INDICATES AREA TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. AREA= 3,617 SQ. FT. (0.083 ACRES)

- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



SERIAL 72207A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	3,617	NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS	
TOWILL, INC	SGVCOG RECOMMENDED BY:
CHECKED BY: L.S.: 8823	PROJECT MANAGER DATE: <u>08/22/10</u>

TURNBULL CYN RD.
GRADE SEPARATION
CITY OF INDUSTRY

DATE:	08/21/2019
SCALE:	N/A
REV. No.	DATE:
01	08/07/2019
REV. No.	DATE:
02	08/21/2019
SGVCOG PARCEL No.	210R

\\IEO\Jobs\15312 ACE Turnbull Canyon Road\Office\Legals\210R\TCE\15312_TCE_Esmt_210R.dwg; Aug 21, 2019 - 10:53am

PARCEL: 210R TCE

P.O.B. NORTHING: 1,829,386.3544 P.O.B. EASTING: 6,570,021.0231

BEARING: S63°54'15"E DISTANCE: 62.76'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

T.P.O.B. NORTHING: 1,829,358.7471 T.P.O.B. EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S50°40'29"E
DELTA: 39°36'09" RADIUS: 60.00' LENGTH: 41.47'
TANGENT: 21.60' CHORD: 40.65'
NORTHING: 1,829,420.1008 EASTING: 6,570,079.4337

BEARING: S63°54'15"E DISTANCE: 59.89'
NORTHING: 1,829,393.7585 EASTING: 6,570,133.2152

BEARING: S25°31'59"W DISTANCE: 56.00'
NORTHING: 1,829,343.2257 EASTING: 6,570,109.0765

BEARING: N63°54'15"W DISTANCE: 35.29'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

PERIMETER: 307.55'
AREA: 3,617.08 square feet / 0.083 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:30,754,773,578

Exhibit C

ROADWAY EASEMENT definition(s)

Said Roadway Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for roads and public use purposes, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-1" (legal description), and depicted on Exhibit "B-1" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Roadway Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.

7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-1", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

DRAINAGE EASEMENT definition(s)

Said Drainage Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for drainage use, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-2" (legal description), and depicted on Exhibit "B-2" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Drainage Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with

the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-2", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

TEMPORARY CONSTRUCTION EASEMENT definition(s)

Said Temporary Construction Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), the right, on a temporary basis, to enter and utilize

certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-3" (legal description), and depicted on Exhibit "B-3" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Temporary Construction Easement Area"), as well as the right to use the larger parcel of which the Temporary Construction Easement Area is a part ("Property") for reasonable access, reasonable right of ingress and egress to and from the Temporary Easement Area, upon the terms set forth below.

1. Use of the Easement Area. Use of the Easement Area, and exercise of the easement rights are limited to:

a. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Area for purposes of the construction of SGVCOG's road improvements on adjacent property.

b. The right to store, maintain and operate on the Easement Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with the construction of SGVCOG's road improvements on adjacent property.

2. Term of Temporary Construction Easement. The Temporary Construction Easement ("TCE") commence on the Effective Date hereof (as defined below in Paragraph 7b) and shall automatically terminate and expire 30 months after the Effective Date (the "Term"). Upon the expiration of the Term, all of the right and benefits of SGVCOG in, to, and under the TCE shall automatically terminate and be of no further force and effect.

3. Use of Gates; Removal of Materials Impeding the Easement. SGVCOG shall have the right to use gates in all of OWNER's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush within the Easement Area (and relocate any other materials situated, placed or appearing within the Easement Area) whenever in SGVCOG's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Area. After completion of any work performed by SGVCOG or its agents, contractors or employees which disturbs the surface of the Easement Area, SGVCOG shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Area, SGVCOG shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from any body, agency, or department with jurisdiction over the Easement Area.

6. Rights Retained by OWNER. The easement rights acquired by SGVCOG pursuant to this instrument are acquired subject to the right of OWNER, its successors and assigns to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by SGVCOG.

7. General Provisions.

a. Covenants Running with the Land. SGVCOG and OWNER acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective SGVCOGs, heirs, successors and assigns.

b. Effective Date. The Temporary Construction Easement shall be effective upon a written notification to the OWNER given a minimum of thirty (30) days prior to the start of the 30-month Term. In no event shall the 30-month term commence any later than December 31, 2023.



San Gabriel Valley Council of Governments

4900 Rivergrade Rd. Ste. A120 Irwindale, CA 91706 (626) 962-9292 fax (626) 962-3552 www.theaceproject.org



NOTICE OF HEARING (Cal. Code Civ. Proc. § 1245.235)

NOTICE OF HEARING REGARDING THE INTENTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE TO CONSIDER THE ADOPTION OF A RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY INTERESTS FOR PUBLIC PURPOSES

**TO: Southern California Edison Company, a Corporation
2 Innovation Way, Pomona, CA 91768**

**RE: NO SITUS, City of Industry
Los Angeles County, CA**

Notice of the Intent of the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments to Consider a Resolution of Necessity.

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure Section 1230.010, *et seq.*, that the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments ("Committee") intends to consider the adoption of a Resolution of Necessity for acquisition by eminent domain of certain real property interests ("Property Interests") in connection with the Turnbull Canyon Road Grade Separation Project ("Project") as part of the Alameda Corridor East – Gateway to America Project.

The Larger Parcel of which the Property Interests are a part is located at No SITUS, City of Industry, Los Angeles County, State of CA and bears the APN: 8218-001-800. The Larger Parcel is 30,445 square feet in size and is improved with concrete paving, curbing and K-rail, a wrought iron vehicle gate and chain link fencing. The Property Interests sought to be acquired are a permanent roadway easement, a permanent drainage easement and a temporary construction easement which are legally described in the attached Exhibit A-1, A-2 and A-3, are depicted on the attached Exhibit B-1, B-2 and B-3, are further defined on Exhibit C and are incorporated herein by this reference.

The hearing will be held on **October 28, 2019 at 12 p.m.** or as soon thereafter as the Committee can hear said matter, at West Covina City Hall 1444 W. Garvey Ave S, West Covina, CA 91790.

You, as a person claiming or having an interest in and to the Property Interests, are hereby notified that you have the right to appear and be heard on the issues to be considered at that hearing. The issues which will be considered are set forth in California Code of Civil Procedure Section 1240.030, and include:

1. Whether the public interest and necessity require the Project;
2. Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the Property Interests sought to be acquired are necessary for this Project;
4. Whether the offer to purchase as required by section 7267.2 of the California Government Code has been made to the owner of the property;
5. Whether the Committee has statutory authority to acquire the Property by eminent domain;
6. Whether the Committee fully complied with the California Environmental Quality Act ("CEQA"); and
7. Whether the Committee has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property Interests, as well as any other matter regarding the right to take said Property Interests by eminent domain;

A copy of the proposed Resolution of Necessity will be available on the San Gabriel Valley Council of Governments website prior to the October 28, 2019 hearing.

If you wish to be heard at this hearing, you MUST FILE A WRITTEN REQUEST, indicating your intent to appear and be heard within 15 days after the date of mailing of this Notice. Failure to file a written request to appear and be heard within 15 days after the date of mailing of this Notice may result in a waiver of the right to appear and be heard by the Board. The written request to appear and be heard should be filed with:

San Gabriel Valley Council of Governments
1000 S. Fremont Ave.
Unit 42 – Bldg. A-10N, Suite 10-210
Alhambra, CA 91803

If you elect not to appear and not to be heard, you will only be foreclosed from raising in a court of law the issues that are the subject of this noticed hearing and that are concerned with the right to take the Property Interests by eminent domain.

The amount of the compensation to be paid for the acquisition of the Property Interests is not a matter or issue being heard by the Committee at this time. Your nonappearance at this noticed hearing will not prevent you from claiming greater compensation, as may be determined by a court of law in accordance with the laws of the State of California. This notice is not intended to foreclose future negotiations between you and the Committee on the amount of compensation to be paid for the Property Interests.

For further information, contact Timothy Green at 951-320-7349.



Timothy Green
Senior Project Manager
HDR, Inc., Real Estate Services

Dated and Mailed: October 11, 2019.

Attachments:

- Exhibit A-1 – Legal Description of Permanent Roadway Easement
- Exhibit B-1 -- Map of Permanent Roadway Easement Area
- Exhibit A-2 – Legal Description of Permanent Drainage Easement
- Exhibit B-2 -- Map of Permanent Drainage Easement Area
- Exhibit A-3 – Legal Description of Temporary Construction Easement
- Exhibit B-3 -- Map of Temporary Construction Easement Area
- Exhibit C- Easement Definitions

**REQUEST TO BE HEARD ON RESOLUTION OF NECESSITY
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY**

Name _____ Telephone _____

Address

Date _____ Signature _____

DECLARATION OF PROOF OF SERVICE BY CERTIFIED MAIL

I, the undersigned, declare as follows:

I am over the age of 18 and not a party to the above-entitled action. My business address is 2280 Market Street Suite 100, Riverside CA, 92501.

On Friday October 11, 2019, I served true copies of the foregoing Notice of Hearing on each of the following named persons by placing for deposit, by certified mail return receipt requested, in the United States Postal Service sealed envelopes containing the same on said date **at the United States Post Office located at 1 League, Irvine CA, 92602** and addressed respectively, as follows:

**Southern California Edison Company, a Corporation
2 Innovation Way, Pomona, CA 91768**

I am familiar with the Post Office's practice for collecting and processing of correspondence for mailing at said address. The correspondence referenced above to would be deposited in the United States Postal Service that same day in the ordinary course of business; and said envelopes were sealed and placed for collection and mailing on the date following ordinary business practices.

I declare under penalty of perjury, under laws of the State of California that the foregoing is true and correct.

Executed on _____, 20__ at _____, California.

EXHIBIT "A-1"

Legal Description of Permanent Roadway Easement

[Attached Behind]

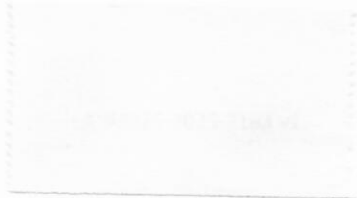


EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72208A

(ROADWAY EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 62.76 FEET;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, AND THE POINT OF BEGINNING, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE, NORTH 63°54'15" WEST, 14.95 FEET TO SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD AS DESCRIBED IN THE CITY OF INDUSTRY RESOLUTION NO. 658, AND DESCRIBED IN QUITCLAIM DEED RECORDED APRIL 06, 1973, IN BOOK D5823 PAGE 970, OFFICIAL RECORDS OF SAID COUNTY, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,540.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 48°26'34" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND ITS SOUTHWESTERLY PROLONGATION, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 02, 1996, AS INSTRUMENT NO. 96-191558, OFFICIAL RECORDS OF SAID COUNTY, THROUGH A CENTRAL ANGLE OF 01°24'44" AN ARC LENGTH OF 37.96 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID PREVIOUSLY DESCRIBED 60.00 FOOT RADIUS CURVE WITH SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 07°08'20" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'01" AN ARC LENGTH OF 4.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 397 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.


JAMES R. RIOS, PLS 8823 08/21/2019
DATE

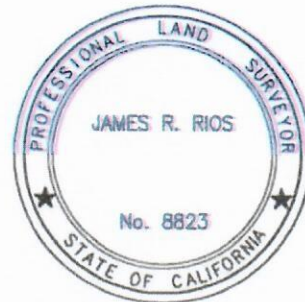


EXHIBIT "B-1"

Map of Permanent Roadway Easement Area

[Attached Behind]



EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

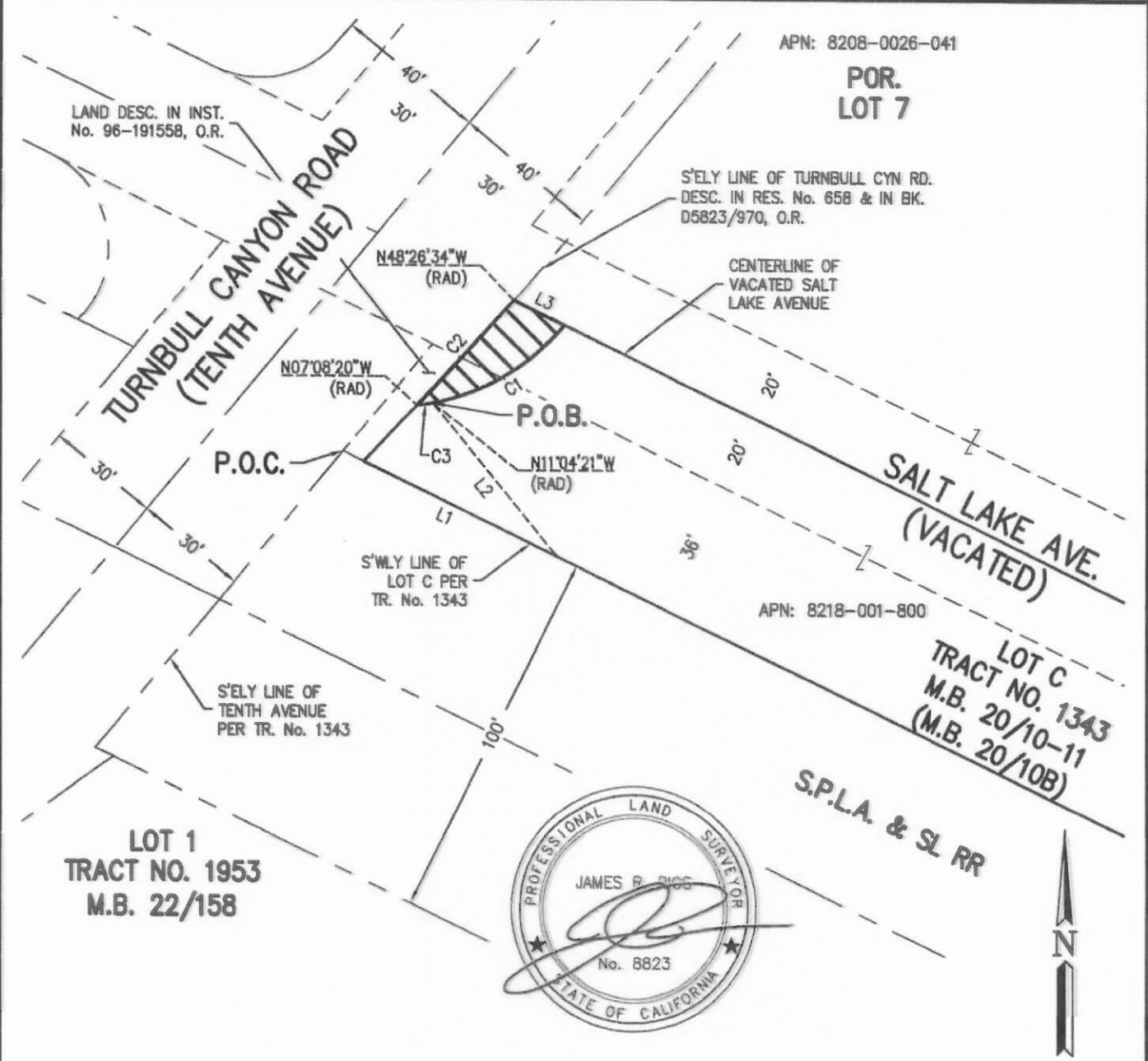
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/22/19



SERIAL 72208A

(SEE LEGEND ON SHEET 2)

SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	397	29,914

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC

CHECKED BY: *[Signature]* L.S.: 8823

SGVCOG RECOMMENDED BY: *[Signature]* DATE: 8/22/19

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

DATE: 08/21/2019

SCALE: 1" = 40'

REV. No. 01 DATE: 08/09/2019

REV. No. 02 DATE: 08/21/2019

SGVCOG PARCEL No. 210R

I:\EJobs\15312 ACE Turnbull Conymin Road\Office\Legal\210R\210R Roadway Easment\15312_Roadway_Esm_210R.dwg, Aug 21, 2019 - 10:15am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/22/19



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'
C2	1°24'44"	1540.00'	37.96'
C3	3°56'01"	60.00'	4.12'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'
L3	N63°54'15"W	14.95'

BASIS OF BEARINGS:
IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

LEGEND:

INDICATES AREA TO BE CONVEYED FOR ROADWAY EASEMENT PURPOSES.
AREA= 397 SQ. FT. (0.009 ACRES)

AFFECTED PROPERTY

CENTERLINE

RIGHT OF WAY



SERIAL 72208A SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	397	29,914

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC

[Signature]
CHECKED BY: L.S.: 8823

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

SGVCOG RECOMMENDED BY: *[Signature]*
PROJECT MANAGER

[Signature] 8/22/19
DATE

DATE:	08/21/2019
SCALE:	N.T.S.
REV. No. 01	DATE: 08/09/2019
REV. No. 02	DATE: 08/21/2019
SGVCOG PARCEL No.	210R

I:\MED\15312 ACE Turnbull Convey Road\Office\legals\15312_Roadway_Easement_210R.dwg, Aug 21, 2019 - 10:16am

EXHIBIT "A-2"

Legal Description of Permanent Drainage Easement Area

[Attached Behind]



EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72209A

(DRAINAGE EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 6.03 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID LINE, SOUTH 63°54'15" EAST, 56.74 FEET;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'01" AN ARC LENGTH OF 4.12 FEET TO SAID SOUTHEASTERLY LINE OF TURNBULL CANYON ROAD, ALSO BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN ROAD EASEMENT DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 02, 1996, AS INSTRUMENT NO. 96-191558, OFFICIAL RECORDS OF SAID COUNTY, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,540.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 47°01'50" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'41" AN ARC LENGTH OF 20.47 FEET TO SAID SOUTHWESTERLY LINE OF LOT C AND THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 647 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

AS SHOWN ON EXHIBIT "B" ATTACHED HERE WITH AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/21/2019 DATE

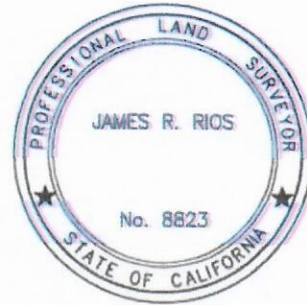


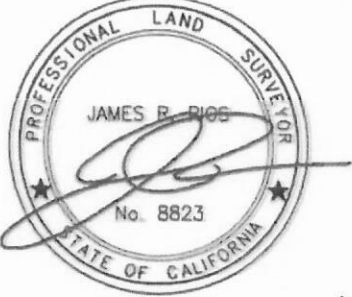
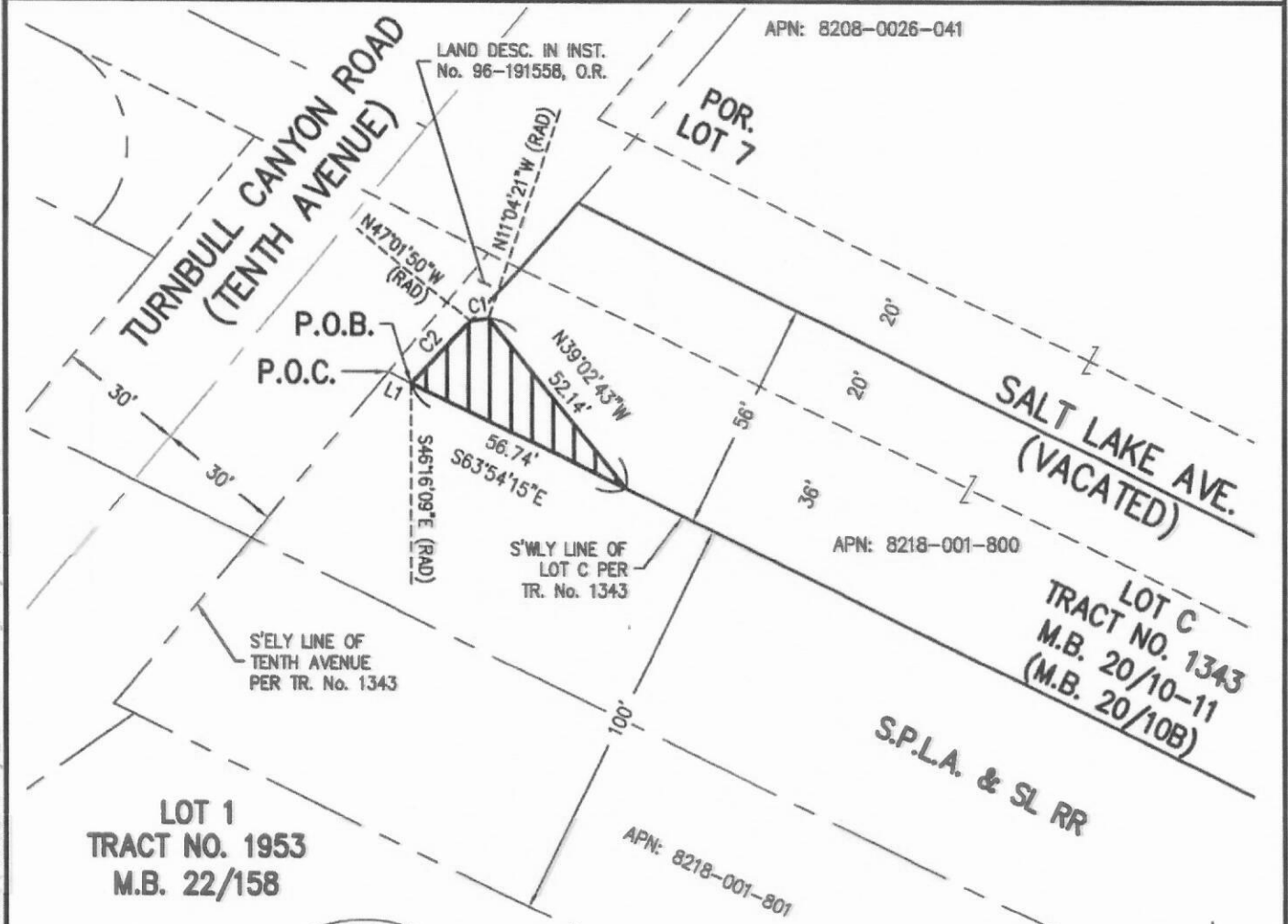
EXHIBIT "B-2"

Map of Permanent Drainage Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>8/22/19</u>



SERIAL 72209A (SEE LEGEND ON SHEET 2) SHEET 1 OF 2

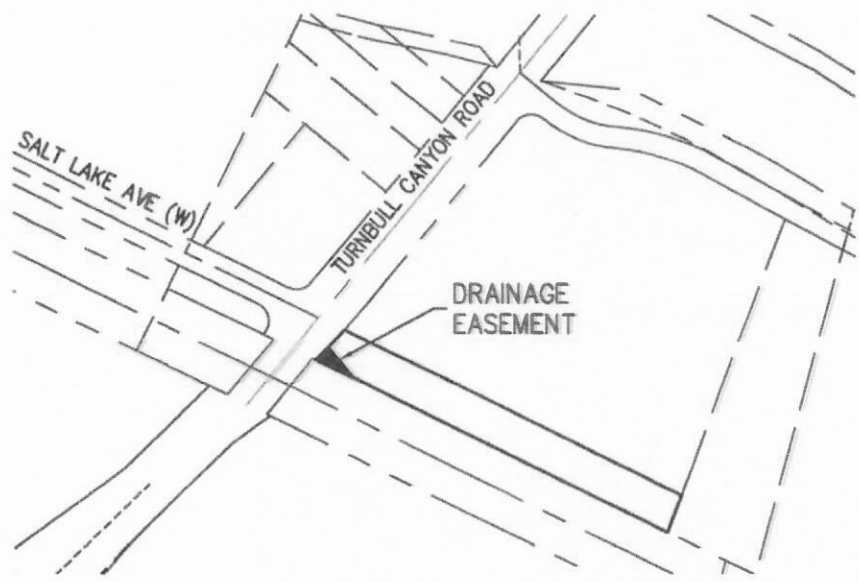
AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	647	29,664

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION	DATE: 08/21/2019
TOWILL, INC			SCALE: 1" = 40'
CHECKED BY:	L.S.: 8823	SGVCOG RECOMMENDED BY:	REV. No. 01 DATE: 08/09/2019
PROJECT MANAGER	DATE: <u>8/22/19</u>	CITY OF INDUSTRY	REV. No. 02 DATE: 08/21/2019
			SGVCOG PARCEL No. 210R

C:\Users\15312 ACE Turnbull Canyon Road\Office\Legals\210R\210R_DRAINAG\15312_Drainage_Esmt_210R.dwg, Aug 21, 2019 - 9:21am

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: <i>[Signature]</i> CHIEF ENGINEER
	DATE: 8/22/19
APN: 8218-001-800	



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	3°56'01"	60.00'	4.12'
C2	0°45'41"	1540.00'	20.47'

LEGEND:

INDICATES AREA TO BE CONVEYED FOR DRAINAGE EASEMENT PURPOSES.
AREA= 647 SQ. FT. (0.015 ACRES)

AFFECTED PROPERTY
 CENTERLINE
 RIGHT OF WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	6.03'



SERIAL 72209A

SHEET 2 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	647	29,664

**SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

**TURNBULL CYN RD.
GRADE SEPARATION

CITY OF INDUSTRY**

TOWILL, INC	SGVCOG RECOMMENDED BY:		
<i>[Signature]</i>	<i>[Signature]</i>	08/22/19	
CHECKED BY:	L.S.: 8823	PROJECT-MANAGER	DATE

DATE:	08/21/2019
SCALE:	N.T.S.
REV. No.	DATE:
01	08/09/2019
REV. No.	DATE:
02	08/21/2019
SGVCOG PARCEL No.	210R

I:\Projects\15312 ACE Turnbull Convey Road\Office\Legals\210R\210R DRAINAGE\15312_Drainage_Easmt_210R.dwg, Aug 21, 2019 - 9:28am

PARCEL: 210R DRAINAGE

P.O.B. NORTHING: 1,829,386.3604 P.O.B. EASTING: 6,570,021.0108

BEARING: S63°54'15"E DISTANCE: 6.03'
NORTHING: 1,829,383.7072 EASTING: 6,570,026.4277

T.P.O.B. NORTHING: 1,829,383.7072 T.P.O.B. EASTING:
6,570,026.4277

BEARING: S63°54'15"E DISTANCE: 56.74'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S07°08'20"E
DELTA: 03°56'01" RADIUS: 60.00' LENGTH: 4.12'
TANGENT: 2.06' CHORD: 4.12'
NORTHING: 1,829,398.5892 EASTING: 6,570,040.4764

RADIAL IN: N47°01'50"W RADIAL OUT: S46°16'09"E
DELTA: 00°45'41" RADIUS: 1,540.00' LENGTH: 20.47'
TANGENT: 10.23' CHORD: 20.47'
NORTHING: 1,829,383.7072 EASTING: 6,570,026.4277

PERIMETER: 139.50'
AREA: 646.99 square feet / 0.015 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:13,949,992,475

EXHIBIT "A-3"

Legal Description of Temporary Construction Easement

[Attached Behind]

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 8218-001-800
SERIAL 72207A

(TEMPORARY CONSTRUCTION EASEMENT):

THAT PORTION OF LOT "C" OF TRACT NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 10 AND 11 OF MAPS (FILED AS BOOK 20, PAGE 10B), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY 20 FEET OF THE VACATED PORTION OF SALT LAKE AVENUE (40.00 FEET WIDE), AS SHOWN ON SAID MAP, LYING SOUTHEASTERLY OF THE EASTERLY LINE OF TENTH AVENUE, NOW TURNBULL CANYON ROAD (60.00 FEET WIDE), AS SHOWN ON SAID MAP, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID TURNBULL CANYON ROAD WITH THE SOUTHWESTERLY LINE OF SAID LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 63°54'15" EAST, 62.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 39°02'43" WEST, 52.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE FROM SAID BEGINNING OF CURVE BEARS NORTH 11°04'21" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°36'09" AN ARC LENGTH OF 41.47 FEET TO THE CENTERLINE OF SAID VACATED SALT LAKE AVENUE;

THENCE ALONG SAID CENTERLINE, SOUTH 63°54'15" EAST, 59.89 FEET;

THENCE SOUTH 25°31'59" WEST, 56.00 FEET TO SAID SOUTHWESTERLY LINE OF LOT C;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 63°54'15" WEST, 35.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,617 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD83) 2007 EPOCH. DIVIDE GRID DISTANCES SHOWN BY 1.000088575 TO OBTAIN GROUND LEVEL DISTANCES.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF. PREPARED BY ME OR UNDER MY DIRECTION.



JAMES R. RIOS, PLS 8823 08/21/2019 DATE

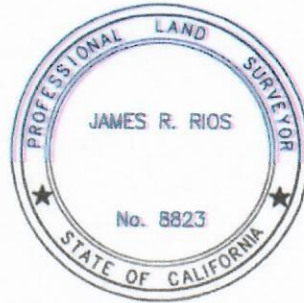


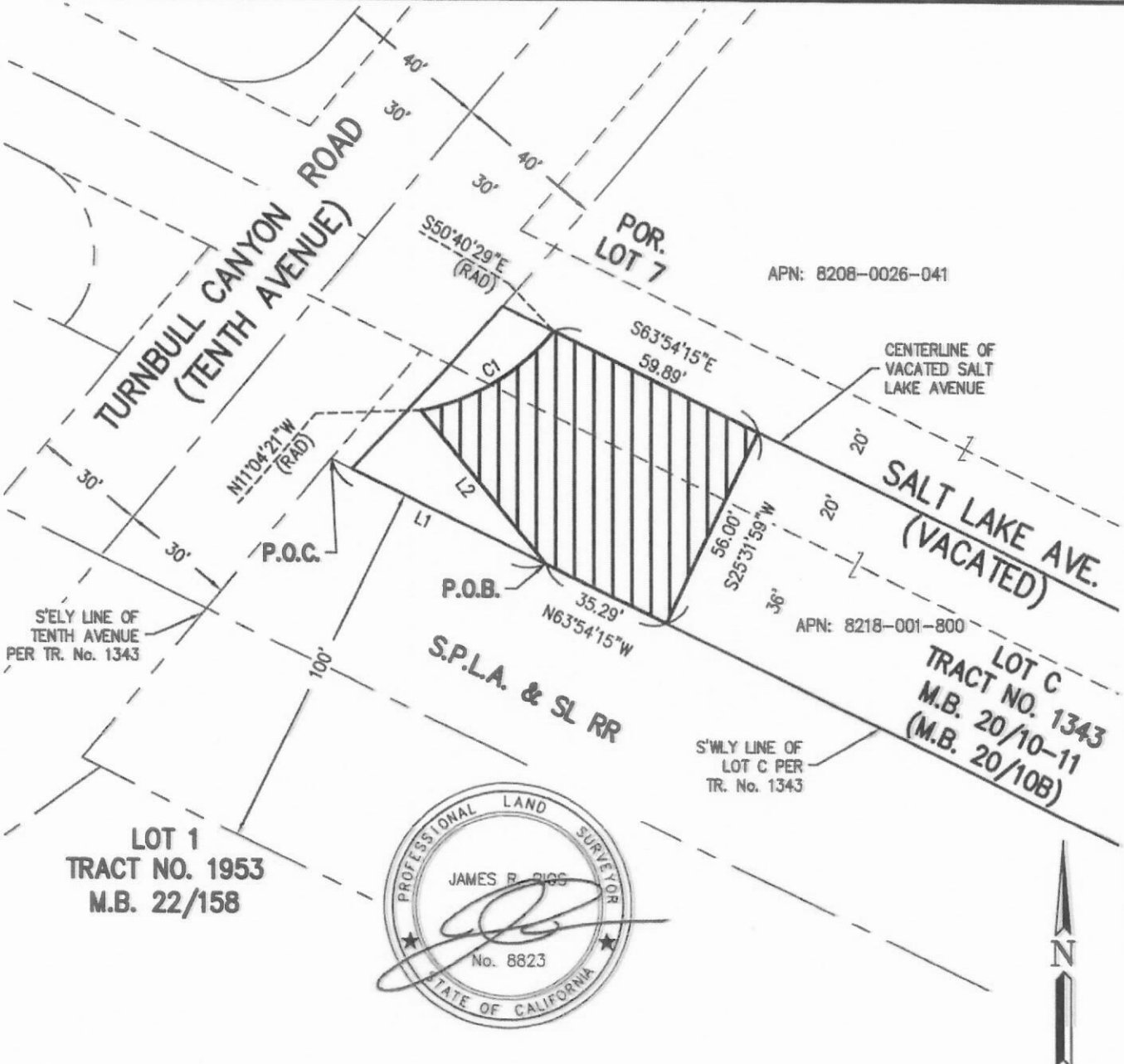
EXHIBIT "B-3"

Map of Temporary Construction Easement Area

[Attached Behind]

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY	SGVCOG
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY	ACCEPTED BY: CHIEF ENGINEER
APN: 8218-001-800	DATE: <u>8/22/15</u>



SERIAL 72207A
(SEE LEGEND OF SHEET 2)
SHEET 1 OF 2

AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	3,617	NA-TCE

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS		TURNBULL CYN RD. GRADE SEPARATION		DATE: 08/21/2019
TOWILL, INC.		CITY OF INDUSTRY		SCALE: 1" = 40'
	SGVCOG RECOMMENDED BY:	CHECKED BY:		REV. No. 01 DATE: 08/05/2019 REV. No. 02 DATE: 08/21/2019 SGVCOG PARCEL No. 210R
L.S.: 8823	PROJECT MANAGER	DATE: <u>8/22/15</u>		

EXHIBIT "B"

OWNER: SOUTHERN CALIFORNIA EDISON COMPANY

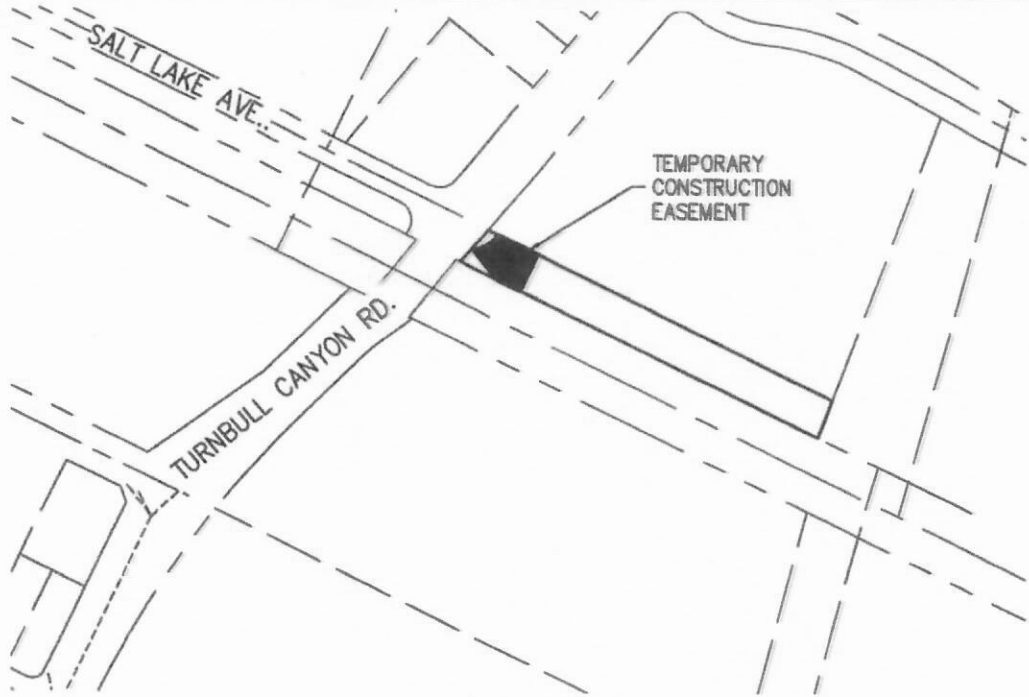
LEGAL: THAT POR. OF LOT "C" OF TR. NO. 1343, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BK. 20 PGS. 10 AND 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 8218-001-800

SGVCOG

ACCEPTED BY: *[Signature]*
CHIEF ENGINEER

DATE: 8/22/19



BASIS OF BEARINGS:

IS BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD83 (NSRS2007, MID EPOCH 2017.1411) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "WNRA" AND "WCHS" BEING NORTH 81°23'12" EAST AS DERIVED FROM COORDINATES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	39°36'09"	60.00'	41.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S63°54'15"E	62.76'
L2	N39°02'43"W	52.14'

LEGEND:

- INDICATES AREA TO BE CONVEYED FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES. AREA= 3,617 SQ. FT. (0.083 ACRES)
- AFFECTED PROPERTY
- CENTERLINE
- RIGHT OF WAY



AREA	TOTAL	REQUIRED	REMAINDER
SQUARE FEET	30,311	3,617	NA-TCE

SERIAL 72207A SHEET 2 OF 2

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

TOWILL, INC

[Signature]

CHECKED BY: L.S.: 8823

TURNBULL CYN RD. GRADE SEPARATION

CITY OF INDUSTRY

SGVCOG RECOMMENDED BY: *[Signature]*

PROJECT MANAGER DATE: 08/22/19

DATE:	08/21/2019
SCALE:	N/A
REV. No. 01	DATE: 08/07/2019
REV. No. 02	DATE: 08/21/2019
SGVCOG PARCEL No.	210R

I:\Projects\15312 ACE Turnbull Canyon Road\Office\Legals\210R\210R.dwg, Aug 21, 2019 - 10:53am

PARCEL: 210R TCE

P.O.B. NORTHING: 1,829,386.3544 P.O.B. EASTING: 6,570,021.0231

BEARING: S63°54'15"E DISTANCE: 62.76'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

T.P.O.B. NORTHING: 1,829,358.7471 T.P.O.B. EASTING: 6,570,077.3872

BEARING: N39°02'43"W DISTANCE: 52.14'
NORTHING: 1,829,399.2409 EASTING: 6,570,044.5429

RADIAL IN: N11°04'21"W RADIAL OUT: S50°40'29"E
DELTA: 39°36'09" RADIUS: 60.00' LENGTH: 41.47'
TANGENT: 21.60' CHORD: 40.65'
NORTHING: 1,829,420.1008 EASTING: 6,570,079.4337

BEARING: S63°54'15"E DISTANCE: 59.89'
NORTHING: 1,829,393.7585 EASTING: 6,570,133.2152

BEARING: S25°31'59"W DISTANCE: 56.00'
NORTHING: 1,829,343.2257 EASTING: 6,570,109.0765

BEARING: N63°54'15"W DISTANCE: 35.29'
NORTHING: 1,829,358.7471 EASTING: 6,570,077.3872

PERIMETER: 307.55'
AREA: 3,617.08 square feet / 0.083 acres
CLOSING DISTANCE: 0.00'
CLOSING BEARING: N00°00'00"E
PRECISION: 1:30,754,773,578

Exhibit C

ROADWAY EASEMENT definition(s)

Said Roadway Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for roads and public use purposes, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-1" (legal description), and depicted on Exhibit "B-1" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Roadway Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.

7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-1", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

DRAINAGE EASEMENT definition(s)

Said Drainage Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), an easement for drainage use, together with any and all appurtenances pertaining thereto, over, above, on, under, in, across, along and through that certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-2" (legal description), and depicted on Exhibit "B-2" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Roadway Easement Area," "Easement Area," or "Easement" alternatively), upon the terms set forth below.

1. The said Easement shall be subject to the right of the Southern California Edison Company, a corporation, (hereinafter "OWNER") to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. OWNER shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of SGVCOG created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. SGVCOG agrees to hold harmless and indemnify OWNER to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including OWNER's own property, or injury to or death of persons, including employees of OWNER, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of OWNER.
5. SGVCOG agrees to pay to OWNER, upon demand, any and all costs of relocation and/or construction of such electric distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement. SGVCOG will secure OWNER replacement easements, if needed, in a form deemed acceptable by OWNER.
6. OWNER shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. OWNER reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of OWNER, endanger or interfere with

the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.

8. The above described real property is to be used only for the purposes specified herein and in the event:

- a. said real property is not so used;
- b. said real property shall be vacated as a public road right of way; or
- c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of OWNER in the above described real property.

9. Upon termination or reversion of the rights herein granted, SGVCOG shall execute and deliver to OWNER, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should SGVCOG fail or refuse to deliver to OWNER a quitclaim deed, as aforesaid, a written notice by OWNER reciting the failure or refusal of SGVCOG to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against SGVCOG and all persons claiming under SGVCOG of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by OWNER, SGVCOG covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.

11. SGVCOG hereby recognizes OWNER's title and interest in and to the above described real property and agrees never to assail or resist OWNER's title or interest therein.

12. Any earth fill placed by SGVCOG within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).

13. SGVCOG agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.

14. Any trees or plants within the above described Easement Area, or the area depicted in Exhibit "B-1", shall be maintained by SGVCOG and shall not exceed a height of fifteen (15) feet.

TEMPORARY CONSTRUCTION EASEMENT definition(s)

Said Temporary Construction Easement shall allow San Gabriel Valley Council of Governments, its successors and assigns ("SGVCOG"), the right, on a temporary basis, to enter and utilize

certain real property located in the City of Industry, County of Los Angeles, State of California, which is described on Exhibit "A-3" (legal description), and depicted on Exhibit "B-3" (plat to accompany legal description), attached to Resolution of Necessity 19-16 and made a part hereof (the "Temporary Construction Easement Area"), as well as the right to use the larger parcel of which the Temporary Construction Easement Area is a part ("Property") for reasonable access, reasonable right of ingress and egress to and from the Temporary Easement Area, upon the terms set forth below.

1. Use of the Easement Area. Use of the Easement Area, and exercise of the easement rights are limited to:

a. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Area for purposes of the construction of SGVCOG's road improvements on adjacent property.

b. The right to store, maintain and operate on the Easement Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with the construction of SGVCOG's road improvements on adjacent property.

2. Term of Temporary Construction Easement. The Temporary Construction Easement ("TCE") commence on the Effective Date hereof (as defined below in Paragraph 7b) and shall automatically terminate and expire 30 months after the Effective Date (the "Term"). Upon the expiration of the Term, all of the right and benefits of SGVCOG in, to, and under the TCE shall automatically terminate and be of no further force and effect.

3. Use of Gates; Removal of Materials Impeding the Easement. SGVCOG shall have the right to use gates in all of OWNER's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush within the Easement Area (and relocate any other materials situated, placed or appearing within the Easement Area) whenever in SGVCOG's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Area. After completion of any work performed by SGVCOG or its agents, contractors or employees which disturbs the surface of the Easement Area, SGVCOG shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Area, SGVCOG shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from any body, agency, or department with jurisdiction over the Easement Area.

6. Rights Retained by OWNER. The easement rights acquired by SGVCOG pursuant to this instrument are acquired subject to the right of OWNER, its successors and assigns to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by SGVCOG.

7. General Provisions.

a. Covenants Running with the Land. SGVCOG and OWNER acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective SGVCOGs, heirs, successors and assigns.

b. Effective Date. The Temporary Construction Easement shall be effective upon a written notification to the OWNER given a minimum of thirty (30) days prior to the start of the 30-month Term. In no event shall the 30-month term commence any later than December 31, 2023.

DECLARATION OF PROOF OF SERVICE BY CERTIFIED MAIL

I, the undersigned, declare as follows:

I am over the age of 18 and not a party to the above-entitled action. My business address is 2280 Market Street Suite 100, Riverside CA, 92501.

On Friday October 11, 2019, I served true copies of the foregoing Notice of Hearing on each of the following named persons by placing for deposit, by certified mail return receipt requested, in the United States Postal Service sealed envelopes containing the same on said date **at the United States Post Office located at 1 League, Irvine CA, 92602** and addressed respectively, as follows:

**Southern California Edison Company, a Corporation
2 Innovation Way, Pomona, CA 91768**

I am familiar with the Post Office's practice for collecting and processing of correspondence for mailing at said address. The correspondence referenced above would be deposited in the United States Postal Service that same day in the ordinary course of business; and said envelopes were sealed and placed for collection and mailing on the date following ordinary business practices.

I declare under penalty of perjury, under laws of the State of California that the foregoing is true and correct.

Executed on October 11, 2019 at Irvine, California.



Arvin Yazdan



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: October 28, 2019

SUBJECT: Approval of Selection and Award of Contract for Construction Management Services to Ghirardelli Associates for the At-Grade Crossings Safety Improvement Project

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to negotiate a construction management (CM) services contract with Ghirardelli Associates for the At-Grade Crossings Safety Improvement project (19-05).

BACKGROUND: The San Gabriel Valley Council of Governments (SGVCOG) in furtherance of the Alameda Corridor-East Project has been working on a project to construct safety improvements at six existing at-grade crossings in the City of Pomona and Montebello on the Los Angeles and Alhambra Subdivisions of the Union Pacific Railroad (UPRR). The five crossings in Pomona include Hamilton Boulevard, Park Avenue, Main Street, Palomares Street, and San Antonio Avenue, and in Montebello include Vail Avenue. The safety improvements include modified crossing gates, pedestrian gates, improved ADA access, medians, new paving, striping, signage, and traffic signal modifications.

Plans for the At-Grade Crossings Safety Improvement project are being finalized and staff now needs the services of a Construction Management firm to assist in constructability reviews and oversight of construction. The At-Grade Crossings are located along the Union Pacific Railroad (UPRR) right-of-way in the Cities of Pomona, and Montebello.

As construction manager for SGVCOG on this project, Ghirardelli Associates' services would include ensuring that the general contractor and subcontractors construct the project as designed, submit complete and accurate schedules for approval by SGVCOG, and adhere to these schedules during the life of the project. The CM is also responsible for the control of change work, through identification and quantification of work necessary for the project that is not included in the contract documents. Ghirardelli Associates would also represent SGVCOG when negotiating change orders. CM services also include quality assurance and material quantity inspections, managing submittal reviews, monitoring of contractors' compliance with air quality, noise and debris control regulations, and local agency ordinance and permitting requirements.

Consistent with our procurement process, a Request-for-Proposals (RFP) was issued on August 27, 2019. The availability of the RFP was advertised in various publications (newspapers of local circulation, minority and business publications), posted on our website, as well as on our online bidding system. In addition, direct email notification was made to over 978 firms who had previously expressed an interest in our project. A pre-proposal conference was held on September 4, 2019, attended by 18 people. SGVCOG received four (4) proposals on September 24, 2019.

Responsive proposals were received from the following firms:

- Anser Advisory, LLC.
- Falcon Engineering Services
- Ghirardelli Associates
- KOA Corporation

A 5-member Technical Evaluation Committee (TEC), consisting of three SGVCOG staff and representatives from City of Pomona and Southern California Regional Rail Authority (SCRRA) respectively, all with relevant technical qualifications was convened to review the proposals. The TEC reviewed the written proposals and selected the three highest-ranked firms to be interviewed.

- Ghirardelli Associates
- Anser Advisory, LLC.
- KOA Corporation

Interviews were held on October 14, 2019. All three firms interviewed were highly regarded, very experienced and well qualified. The TEC ranked the highest proposal by the team of Ghirardelli Associates.

Notices of staff's recommendation were sent to the other finalists on October 14th. The protest period will be concluded by October 21, 2019. Staff does not anticipate any protest and contract negotiation will take place upon Committee's approval.

Since this project is federally funded, the RFP was issued under a Disadvantaged Business Enterprise (DBE) Program currently in place. Staff has established a 16% DBE goal on the project. Ghirardelli Associates committed to a 67% DBE goal, as Ghirardelli Associates itself is a DBE firm. Ghirardelli Associates will be required to report all DBE participation achieved through the life of the contract.

Upon approval by the Committee of the recommended firm and authorization to negotiate a contract, staff will initiate negotiations and in-house staff will be requested to perform all required post-award audits. A request to approve an initial task order under this contract will be brought back to the Committee for approval later this year

BUDGET IMPACT: Funds for this contract are available from Federal and Metro funds.



MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: October 28, 2019

SUBJECT: Approval of Amendment to Task Order No. 1 on the contract with CWE for Preliminary Engineering and Final Design Services for the Load Reduction Strategy Projects for the Rio Hondo River and Tributaries

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute an amendment to Task Order No. 1 on the design services contract with California Watershed Engineering Corporation (CWE) for preliminary design services (Phase 1) for the Load Reduction Strategy (LRS) Projects for the Rio Hondo River and Tributaries in the amount of \$40,350 for a total contract amount of \$289,744

BACKGROUND: The Los Angeles Regional Water Quality Control Board (LARWQB) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer (MS4) Permit Order No. R4-2012-0175, which became effective on December 28, 2012. The MS4 Permit identifies the permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Los Angeles River Bacteria Total Maximum Daily Load (LAR Bacteria TMDL) Resolution No. R10-007. The LAR Bacterial TMDL requires the responsible permittees to protect recreational uses in the Los Angeles River watershed by meeting targets and waste load allocations for the indicator bacterium *E. coli* during wet weather and dry weather seasons.

To implement the series of projects approved by the LARWQB, the cities of Alhambra, Monterey Park, Pasadena, Rosemead, San Gabriel, San Marino, South Pasadena, Temple City and Unincorporated Los Angeles County, as participating agencies and permittees had requested to enter into an agreement with the SGVCOG to oversee the project.

At the March 2018 SGVCOG Governing Board meeting, the Board authorized staff to solicit proposals for design and engineering services for the LRS projects and assign the project management to the Capital Projects & Construction Committee.

At their meeting of September 24, 2018 the Committee approved Task Order No. 1 for CWE to prepare preliminary design and engineering services for the LRS projects in a not-to-exceed contract amount of \$249,394.

A preliminary design report was submitted to the participating agencies this past summer. The initial direction from the member agencies was to design a system that would divert dry weather flows in the Los Angeles County Sanitation District (LACSD) system for treatment. Several major issues have come up as a result of this preliminary study. They are as follows:

- The annual LACSD cost for the treatment is \$574,000
- The annual cost for the Los Angeles County Flood Control District to maintain the diversion pumps and related facilities is \$600,000
- 2000 acre feet of water will be diverted from an adjudicated basin at an annual replenishment cost of \$1,680,000

Based on these very high annual costs, the participating agencies are requesting that the design consultant look at an onsite treatment and release alternative for each location. The design consultant submitted a cost proposal to perform this additional requested work and the participating agencies agreed to proceed with the contract amendment.

This authorization would also allow a 10% contingency allowance in accordance with normal agency procedures. Any contract amount changes from the above figure due to contract change orders during the preliminary design phase that exceed the Chief Engineer's authorization will be brought back to the Committee for further consideration and approval.

The revised report should be completed within six months.

BUDGET IMPACT: Funding for this contract will be provided from the participating agencies identified in this report under a separate agreement previously approved by the SGVCOG Governing Board.



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: October 28, 2019

SUBJECT: Approval of Selection and Award of On-Call Right of Way Support, Property Acquisition and Relocation Assistance Services Contracts to Paragon Partners, LTD, and HDR Engineering, Inc. (HDR)

RECOMMENDATION: Staff recommends that the Board approve the selection of Paragon Partners and HDR, award “on-call” contracts for right of way support, property acquisition and relocation assistance services, and authorize the Chief Engineer to negotiate, execute contracts, and issue task orders within his authority to these firms.

BACKGROUND: Right of way support services are essential and critical components to the success of large-scale capital projects. Since the formation of the ACE Project in 1999, ACE has contracted with various firms for right of way acquisition services for the ACE projects. Services from these firms have been authorized via annual tasks orders by the ACE Board (now Committee) as part of the annual budgeting process.

In 2017, the SGVCOG Governing Board approved an expansion of scope of ACE to become the Capital Projects and Construction Committee (CPCC) to allow it to manage a broader portfolio of capital projects. As a part of that process, it was determined that CPCC would need to issue new solicitations for all ongoing professional services (e.g. public outreach, property acquisition and management, environmental clearance).

The services may be requested for current projects and prospective projects undertaken by the SGVCOG. Current projects include the State Route 57-60 Confluence Chokepoint project and remaining Alameda Corridor-East projects. Potential future projects may include, but are not limited to, stormwater mitigation, general infrastructure, and active transportation projects.

Consistent with our procurement process, a Request-for-Qualifications (RFQ) was issued on July 8, 2019, 2019. The availability of the RFQ was advertised in various publications (newspapers of local circulation, minority and business publications) and posted on the SGVCOG website and our online bidding system, PlanetBids. The SGVCOG received eleven (11) proposals on August 16, 2019.

Responsive proposals were received from the following firms:

- Briggs Field Services
- Colliers International
- Del Richardson & Associates

- Dokken Engineering
- Epic Land Solutions
- HDR
- Interwest Consulting
- Overland Pacific & Cutler (OPC)
- Paragon Partners Ltd.
- The ROW Company
- Universal Field Solutions, Inc.

The Technical Evaluation Committee (TEC) consisted of three (3) SGVCOG staff and representatives from both Los Angeles County and Caltrans, all with relevant technical qualifications was convened to review the proposals. The TEC reviewed the written proposals and selected the four highest-ranked firms to be interviewed:

- HDR
- Interwest Consulting
- Overland Pacific & Cutler (OPC)
- Paragon Partners Ltd.

Interviews were held on September 19, 2019. Based on these interviews and the fact that each firm brought unique capabilities that could be utilized by the SGVCOG, the TEC recommended an “on-call bench” of the following firms:

- HDR
- Paragon Partners Ltd.

An “on-call bench” of these firms will allow staff to seek specific individual proposals from each firm at the time services are required and issue a task order to the firm with the most responsive and cost effective proposal. During the period that these on-call contracts are in effect, staff anticipates that based on the specific proposals received, task orders could be issued to both firms.

Notices of staff’s recommendation to award two on-call contracts were sent to the other finalists on September 25, 2019. The protest period concluded on October 3, 2019, and no protests were received.

It should be noted that since the prospective work to be done under these contracts could include federal funds, the RFP included a 10% DBE goal on the project. All the firms being recommended committed to meeting this goal.

BUDGET IMPACT: Task orders issued under these on call contracts will be funded under the programs or projects requiring the right of way services.



MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels, Chief Engineer

DATE: October 28, 2019

SUBJECT: Approval of a Second Amendment to the Construction Contract with OHL USA, Inc. for the Fairway Drive Grade Separation Project

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute a second construction contract amendment with OHL USA, Inc. for the construction of the Fairway Drive Grade Separation Project in an amount not to exceed \$33,048,185 for a new contract total of \$123,233,538.

BACKGROUND: At their October 2014 meeting, the former ACE Board authorized the award of a construction contract to OHL USA, Inc. (OHL) for construction of the Fairway Drive (Los Angeles Subdivision) grade separation project in an amount not to exceed \$71,985,353.

In early 2016 ACE was approached by the Cities of Industry and Diamond Bar requesting that the project incorporate into the construction contract the construction of new ramps at Lemon Avenue and State Route 60. The requested improvements were estimated at \$18,200,000 and would be paid for by the City of Industry and the City of Diamond Bar in a Betterment Agreement between ACE and the two cities. At the July 2016 meeting, the former ACE Board authorized the Chief Engineer to execute this amendment to the construction contract with OHL for a new contract value of \$90,185,353.

Once the construction work on the Lemon Ave ramps was completed, construction re-focused on the Fairway Grade Separation. As work progressed, staff and the contractor encountered a variety of issues that have unfortunately significantly delayed the project.

The issues encountered include the following:

- **Soil Conditions and Retaining Walls.** When the plans for this project were being developed, staff and our design consultant discovered that when the required retaining walls and additional soil needed to raise the tracks above Fairway Drive would be constructed, the railroad right of way contained soil conditions that would result in unacceptable settlement for UPRR track operations. Removal of the existing poor soil was not feasible due to the amount of soil that would have to be removed and replaced. To mitigate this settlement issue, the original plans contemplated using drilled holes that would be filled with rock to support the additional fill. Because the proposed method was patented, the firm holding the patent on this method would not provide final calculations showing the exact size and depth of these stone columns unless they would be guaranteed their product would be the sole method specified. Staff knew of another competing stone column method that was also patented and ran into the same reluctance for producing a

final design with-out a guarantee of exclusivity. With two potential methodologies to construct these stone columns, staff could not simply choose one and bid it as a sole source method as this would have violated state contracting regulations. To get around this staff put out to bid a conceptual drawing of what was intended and indicated the settlement criteria to be met, and required the bidders to bid whatever method they were proposing based on these conceptual drawings. The bid documents specified that if the contractor was awarded the project, they would be required to prepare final plans and quantities for approval by the agency before proceeding.

When OHL was awarded the project, they instructed their subcontractor assigned to this soil remediation work to produce final plans for approval by the agency, Los Angeles County and the UPRR. Due to concerns by oversight agencies of settlement from liquefaction (in addition to the weight of the added soil and retaining walls needed to raise the tracks) in the event of an earthquake, led to the contractor's design having to go through extensive reviews by LA County, CH2MHill, the agency's design firm, and UPRR. This approval process took far longer than originally anticipated. What was ultimately approved was a final design with stone columns far deeper and larger than originally contemplated in the conceptual plans that were used for bidding purposes. The installation of these larger and deeper stone columns adjacent to live tracks also resulted in a much longer installation time than identified in the original construction schedule which was based on the original conceptual plans. This combination of events resulted in a contract delay of 17 months as well as escalated costs associated with larger and deeper stone column installations.

- **Gas Line Relocation.** The project required the relocation of a 30-inch-high pressure gas main owned and operated by Sempra. The work was to be done by Sempra and originally planned to take one month. The original time estimate for this relocation, which was critical to moving forward on the construction of the main project. In actuality this work took four months. The extended work period by Sempra added to further delays and costs to the project.
- **Mainline Track.** Lastly, and what contributed most to the cost increase is the work related to the mainline track. When the plans were originally developed, it was agreed between the agency and UPRR that the project would be constructed in three phases within the Union Pacific's right of way. During the three-part process, the existing mainline track would be taken out of service one area of track at a time and no shoofly (temporary tracks) would be needed. UPRR informed the agency that they preferred this approach as it would not create a situation where any adjacent spur tracks would be out of service for any length of time. It was understood by all parties that this approach would involve having construction crews working between two live tracks.

Thereafter as construction progressed, UPRR noted that having the contractor's crews working between their live tracks was going to cause a safety issue for their ongoing rail operations. Subsequently, the agency had to put the track construction of the project on hold to determine how best to address these safety concerns. Staff worked with the project designer to re-design the plans adding a temporary shoofly to the project as well as modifying the entire track work portion of the project to reflect the design changes

requested by UPRR. In addition, with regard to this particular work, UPRR notified us that they no longer had crews available to perform the work normally done by the UPRR such as track removal. They requested that this work be shifted to our contractor. These track design changes and work re-assignments have resulted in a significant delay (just over two years) to the overall progress of the project and caused associated increases in construction costs.

In summary, the time delays and design issues for the stone columns and track changes outlined above have resulted in project costs increases that will exceed current contract authority. To determine if the project should continue to proceed, and if so, in what manner, and at what cost, staff evaluated the following options:

- Terminate the project altogether and not construct the grade separation. If this action were taken, it is anticipated that substantial claims would be filed against the agency ranging from lost profits on canceled contracts, to requested reimbursements by granting agencies for an uncompleted project. Additionally, the grade crossing is currently closed and the roadway and railroad protection devices have been removed. There would be costs for the contractor and the UPRR to restore the grade crossing and place it back in service, as well as coordination with the regulatory agency (CPUC) to reopen the crossing.
- Terminate the current construction contract with OHL, stop all work and completely re-do the project plans and specifications, and re-bid the project. In consulting with other contracting agencies such as Metro, the County, OCTA, and Caltrans, it was determined that such an action would result in a minimum of a one-year period where no work would be done as the plans are re-done, bid out and a new contract awarded. In addition, with the rising costs of construction most agreed that the bids received may not be any better than continuing to work with the current contractor. They also warned us that to the public, seeing no work being done on a significant project that has already implemented road closures, would be detrimental to the agency harming the agency's reputation and trust on future projects and potentially future grant funding opportunities.
- Negotiate a contract amendment with OHL to extend the contract duration and additional compensation to allow for project completion. The contractor and agency staff have been meeting for several months to try to determine if the project is still viable for both parties. Meetings have included high level management including the CEO and COO for the North America division of OHL. It should be noted that to date the working relationship with OHL on this project has been fair and equitable. Had the contractor been litigious, or unreasonable, staff would not have recommended or pursued ongoing negotiations to amend the current construction contract to address the delay and design issues identified above. Negotiations have been completed and the parties have agreed that the project is still viable. In order for the project to continue it is necessary to amend current construction contract with OHL USA, Inc. adjusting the total contract amount by \$33,048,185, extending the project completion date to June 2023 from the original completion date of November 2019, and amending the scope of work.

Of the three options identified, staff believes amending the current contract with OHL is the most cost effective. All the parties involved, including our grant funding agencies, believe that the

project is still very much needed, and even with the changes and increased costs, will provide the safety, environmental, and traffic congestion benefits that the public expected when the project was first approved. The proposed costs by the contractor were heavily negotiated and reviewed by several third parties to insure that no special benefits or unreasonable profits were to be gained by the contractor. Based on the premise that the project is still highly desirable, and that the additional costs to complete are reasonable, the remaining question was if sufficient funding exists to pay for the additional costs. Funding is available as outlined below.

BUDGET IMPACT: The additional \$33 million as well as previously authorized project contingencies for this second contract amendment, will be paid for using savings from previous projects, proceeds from excess property sales, and additional allocations of Proposition C and Measure R funds. These funding sources have been secured and can be allocated to the project should the Capital Projects and Construction Committee approve the recommended action to proceed with the completion of the project and approve this amendment to the construction contract with OHL. There will be no funding impacts to the remaining grade separation projects still to be completed under the adopted ACE program.

The extended contract duration will also impact the current contracts for support services related to the project such as construction management or design support services. If this construction contract is approved, those contracts will be brought back to the Capital Projects and Construction Committee for separate actions. Staff has taken those additional costs into consideration in determining if sufficient funds are available to complete the project.

ATTACHMENT: Amendment No. 2

**AMENDMENT NO. 2 TO CONSTRUCTION CONTRACT AGREEMENT
FAIRWAY DRIVE GRADE SEPARATION PROJECT
STATE PROJECT NO. TCIF-6303(041)
ACE CONTRACT NO. 14-01**

This Amendment No. 2 to the Contract Agreement dated October 27, 2014 by and between the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (Formally known as ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY), as AGENCY, and OHL USA, Inc., as CONTRACTOR for the Project entitled “Fairway Drive Grade Separation Project”, ACE Contract No. 14-01, (“PROJECT”) is entered into this 28th day of October, 2019.

RECITALS

WHEREAS, the Contract Agreement was entered into pursuant to the approval of the AGENCY on October 27, 2014, in the total amount of \$71,985,353.00 for the Scope of Work included in the original Contract Documents for the PROJECT; and

WHEREAS, it has been determined that it is in the AGENCY’s best interest to make modifications and additions to the PROJECT’s Duration and Scope of Work due to various unforeseen circumstances beyond the AGENCY’s and OHL’s control to allow for the full completion of the PROJECT.

WHEREAS, on October 28, 2019, the AGENCY has approved and adopted such additional modifications to the Duration and Scope of Work, the corresponding increase in the Contract Sum and to provide additional terms and conditions that are deemed to be in the AGENCY’s best interest;

NOW THEREFORE, for the considerations hereinafter set forth:

The Agreement dated October 27, 2014 and amended on July 25, 2016 is hereby further amended as follows:

1. Existing provisions of the Contract Agreement are amended in the following particulars:
 - a. Article III. CONTRACT SUM shall be increased by \$33,048,185.00 to the new sum of \$123,233,538.00, exclusive of any approved or pending Change Orders.
 - b. Time of Performance: Contract duration shall be extended 1,244 calendar days. Contractor is entitled for compensation and shall be paid per calendar day of delay in accordance with the General Provisions Section 9-3.2: *Time Related Overhead*. Total contract duration shall be 2,848 calendar days.

All other terms and conditions of the contract are in effect and remain unchanged.

AGENCY:

**San Gabriel Valley Council of
Governments**

Mark Christoffels
Chief Engineer

CONTRACTOR:

OHL USA, Inc.

Ahmad Bagheri
Executive Vice President

Attest:

Teresa Oeste
Secretary

Approved as to form:

Laurence Lubka
AGENCY Attorney



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels, Chief Engineer

Date: October 28, 2019

SUBJECT: Receive and File: Quarterly Project Progress Reports

RECOMMENDATION: Receive and file the ACE Program and other SGVCOG Capital Projects Quarterly Progress Reports for the period covering the 1st quarter of Fiscal Year 2020.

BACKGROUND: To keep the Capital Projects and Construction Committee as well as the interested public informed about our progress in designing and constructing the projects in the adopted ACE program as well as other Capital Projects being managed by the SGVCOG, staff prepares and submits to the Committee progress reports on a quarterly basis. The attached reports are prepared by the Project Managers for each respective active project and provide a one-page summary of expenditures, schedules, work completed and to be done, as well as any areas of concerns. In addition to these reports, staff will make an oral presentation to provide updates on the following for the period from July 1, 2019 through September 30, 2019:

- Major Activities Completed
- Construction and Design Progress
- Current Project Schedules
- Current Project Cost Estimates
- Project Funding

LOCATION: SR-57 / SR-60 Confluence	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: WKE	CONTRACTOR: TBD

PHOTO Traffic at Confluence	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> ▪ Final design work initiated ▪ Initiated plan preparation for golf course modifications ▪ Initiated utility agreements for relocations ▪ Received executed cooperative agreement from Metro

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	10%	\$0.1	\$0.0	<i>Environmental</i>			
				CEQA/NEPA	Jun-17	Jun-17	
RIGHT-OF-WAY	0%	\$0.1	\$0.0	<i>Design</i>			
				Notice To Proceed	Sep-18	Sep-18	
				Final PS&E Complete	Sep-21	Sep-21	
CONSTRUCTION	0%	\$0.0	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	Jan-23	Jan-23	
TOTAL	6%	\$0.2	\$0.0	<i>Construction</i>			
				Notice To Proceed	Jan-24	Jan-24	
				Construction Complete	Jan-28	Jan-28	


AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
<ul style="list-style-type: none"> ▪ None 	<ul style="list-style-type: none"> ▪ Confirm utility conflicts ▪ County to approve storm drain modifications ▪ Identify ROW needs ▪ Coordinate work with LA County Parks for golf course modifications

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	TBD	TBD	0
o Temporary Parcels	TBD	TBD	0
o Total Parcels	0	0	0

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - DURFEE AVENUE (City of Pico Rivera)**

As of September 2019

LOCATION: Pico Rivera	CONSTRUCTION MANAGER: PreScience
DESIGN CONSULTANT: URS	CONTRACTOR: Riverside Construction Co.

PHOTO	Demolition of 208 Q, R, and S	WORK COMPLETED PAST QUARTER
		<ul style="list-style-type: none"> Continued Stakeholder, Utility, and Other Agency Coordination Continue 3rd Party Utility Relocations, including relocation of service laterals to affected parcels Awaiting final UPRR approvals Continued ROW Acquisition Continued Coordination with Private Property Owners for Final Approval of Site Improvements Provided support for eminent domain legal proceedings Continue construction

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	92%	\$10.4	\$9.6	Environmental			
				NEPA/CEQA	Jul-14 A	Jul-14 A	
RIGHT-OF-WAY	90%	\$27.9	\$25.4	Design			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Aug-18	Aug-18	0
CONSTRUCTION	3%	\$69.6	\$2.0	Right-of-Way			
				All Parcels Available	May-18 A	May-18 A	
TOTAL	34%	\$107.8	\$37.1	Construction			
				Notice To Proceed	Jun-19	Jun-19 A	
				Construction Complete	Feb-22	Feb-22	0


AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
<ul style="list-style-type: none"> SCE Work may potentially delay our work. UPRR review of submittals may potentially delay our work. 	<ul style="list-style-type: none"> SCE to complete their relocation efforts Continue Stakeholder, Utility, and Other Agency Coordination Continue ROW Acquisition Provide support for eminent domain legal proceedings Receive UPRR Approvals

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	44	17	27
o Temporary Parcels	28	11	17
o Total Parcels	72	28	44

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - FAIRWAY AVENUE (LA Sub)(City of Industry)**

As of September 2019

LOCATION: City of Industry	CONSTRUCTION MANAGER: WSP (formerly PB Americas)
DESIGN CONSULTANT: CH2M Hill	CONTRACTOR: OHL USA

PHOTO	UPRR Shoofly Track Installation	WORK COMPLETED PAST QUARTER
		<ul style="list-style-type: none"> Completed the 21" City sewer line installation along Fairway Dr. Continued working on the above ground structural portion of the pump house <p>Lemon Avenue Ramps Construction:</p> <ul style="list-style-type: none"> Continued incorporating Caltrans punch list items on Phases 2 & 3 work - repaired the pavement panels along Rte 60 EB lanes. Obtained final project acceptances from Diamond Bar and Industry

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	100%	\$8.2	\$8.2	Environmental			
				IS/ND	Oct-12 A	Oct-12 A	
RIGHT-OF-WAY	80%	\$37.2	\$30.1	Design			
				Notice To Proceed	Apr-11 A	Apr-11 A	
				Final PS&E Complete	Jul-14 A	Jul-14 A	
CONSTRUCTION	68%	\$141.4	\$96.4	Right-of-Way			
				All Parcels Available	Apr-14 A	Apr-14 A	
TOTAL	72%	\$186.9	\$134.8	Construction			
				Notice To Proceed	Dec-14 A	Dec-14 A	
				Construction Complete	Sep-22	Jun-23	39


AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
Fairway - shoofly cutover schedule needs to be confirmed by UPRR to avoid project delay.	<ul style="list-style-type: none"> Need to switch train operation onto the shoofly track

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	43	43	0
o Temporary Parcels	27	27	0
o Total Parcels	70	70	0

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - FULLERTON ROAD (City of Industry)**

As of September 2019

LOCATION: City of Industry	CONSTRUCTION MANAGER: Berg & Associates
DESIGN CONSULTANT: Biggs Cardosa Associates	CONTRACTOR: Shimmick Construction Co

PHOTO North Fullerton Road Storm Drain	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> ▪ Stage 1C Punchlist work nearing completion. ▪ Completed construction of SD and 54" sewer lines on Fullerton north of Railroad St. ▪ Closed Railroad St. and made preparations for gas line relocation. ▪ Started final grading and placement of sub-base on Fullerton north of Railroad St. ▪ Closed north side of Gale Ave. (Stage 3D) and commenced demolition of existing roadway.


EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	100%	\$10.7	\$10.7	Environmental			
				Categorical Exemption IS/ND	Oct-13 A	Oct-13 A	
RIGHT-OF-WAY	90%	\$28.3	\$25.5	Design			
				Notice To Proceed	Oct-12 A	Oct-12 A	
				Final PS&E Complete	Dec-15 A	Dec-15 A	
CONSTRUCTION	35%	\$120.5	\$42.3	Right-of-Way			
				All Parcels Available	Oct-15 A	Oct-15 A	
TOTAL	49%	\$159.5	\$78.6	Construction			
				Notice To Proceed	Jul-16 A	Jul-16 A	
				Construction Complete	Dec-22	Dec-22	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
<ul style="list-style-type: none"> ▪ Need final track lay-out approval from UPRR ▪ Need UPRR structures approval for crossing agreements. ▪ Schedule impacts to the project need to be resolved 				<ul style="list-style-type: none"> ▪ Complete Stage 1 Punchlist to Caltrans Satisfaction ▪ Relocate gas line in Railroad St. ▪ Commence curb and gutter work on Fullerton north of Railroad St. ▪ Continue stage 3D work. ▪ Initiate shoofly grading and hazardous soil removal 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	35	25	10				
o Temporary Parcels	18	17	1				
o Total Parcels	53	42	11				

**ALAMEDA CORRIDOR-EAST PROJECT
 MAPLE AVENUE PEDESTRIAN OVERHEAD CROSSING (City of Montebello)**

As of September 2019

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO Rendering of Pedestrian Structure	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> ▪ Continued the Right-of-Way Acquisition Phase ▪ Submittal of 35% Plans to UPRR ▪ Continued coordination with project stakeholders ▪ Completed Geotech Investigation at School District ▪ Adjusted scope to include at-grade work at Maple Ave.

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	1%	\$3.7	\$0.0	Environmental			
				CEQA/NEPA	TBD	TBD	
RIGHT-OF-WAY	7%	\$7.4	\$0.6	Design			
				Notice To Proceed	TBD	TBD	
				Final PS&E Complete	TBD	TBD	
CONSTRUCTION	0%	\$14.3	\$0.0	Right-of-Way			
				All Parcels Available	TBD	TBD	
TOTAL	2%	\$25.5	\$0.6	Construction			
				Notice To Proceed	TBD	TBD	
				Construction Complete	TBD	TBD	


AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
Final Design on hold until revised At-Grade Improvements are approved by CPUC, FRA, and UPRR.	<ul style="list-style-type: none"> ▪ Complete Negotiation of the Final Design Phase Scope and Fee ▪ Begin the 65% Design Phase ▪ Complete the Right-of-Way Acquisition Phase ▪ Continue Coordination with Stakeholders and Impacted Property Owners

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	2	1	1
o Temporary Parcels	1	0	1
o Total Parcels	3	1	2

**ALAMEDA CORRIDOR-EAST PROJECT
AT-GRADE CROSSING SAFETY IMPROVEMENTS (City of Montebello)**

As of September 2019

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO	S. Vail Avenue At-Grade Crossing	WORK COMPLETED PAST QUARTER
		<ul style="list-style-type: none"> ▪ Refined exhibits for acceptance by CPUC ▪ Completed work on Traffic Study Addendum required for Project rescoping ▪ Adjusted project scope to S. Vail Ave. only. ▪ Bagan solicitation for CM firm.


EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	30%	\$0.6	\$0.2	<i>Environmental</i>			
				CEQA/NEPA	Dec-19	Dec-19	0
RIGHT-OF-WAY	0%	\$0.0	\$0.0	<i>Design</i>			
				Notice To Proceed	Sep-15	Sep-15	0
				Final PS&E Complete	Jan-20	Jan-20	0
CONSTRUCTION	0%	\$2.4	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	Jan-20	Jan-20	0
TOTAL	6%	\$3.0	\$0.2	<i>Construction</i>			
				Notice To Proceed	Jun-20	Jun-20	0
				Construction Complete	Jun-23	Jun-23	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
Complete design in an effort to include modifications with the Pomona At-Grade improvements.				<ul style="list-style-type: none"> ▪ Continue work to resolve significant comments from the Diagnostic Meeting prior to beginning the 65% Design Phase 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	TBD	TBD	0				
o Temporary Parcels	TBD	TBD	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - MONTEBELLO BLVD. (City of Montebello)**

As of September 2019

LOCATION: Montebello	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Moffat & Nichol	CONTRACTOR: TBD

PHOTO Montebello Boulevard	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> ▪ 95% Design Submittal under review. ▪ Continued working with UPRR to determine final track concept. ▪ Continued the Right-of-Way Acquisition Phase ▪ Completed Phase II Site Investigation ▪ Continued Coordination with Stakeholders and Impacted Property Owners

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	51%	\$19.9	\$10.3	<i>Environmental</i>			
				CEQA/NEPA	Nov-17 A	Nov-17 A	0
RIGHT-OF-WAY	25%	\$33.5	\$8.8	<i>Design</i>			
				Notice To Proceed	Sep-15 A	Sep-15 A	0
				Final PS&E Complete	Jun-20	Jun-20	0
CONSTRUCTION	0%	\$126.6	\$0.0	<i>Right-of-Way</i>			
				All Parcels Available	Mar-20	Mar-20	0
TOTAL	11%	\$180.0	\$19.1	<i>Construction</i>			
				Notice To Proceed	Mar-20	Mar-20	0
				Construction Complete	Aug-23	Aug-23	0


AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
<ul style="list-style-type: none"> ▪ UPRR temporary track configuration acceptance ▪ Project estimate increases 	<ul style="list-style-type: none"> ▪ Finalize the 95% Design Phase ▪ Continue the Right-of-Way Acquisition Phase ▪ Continue Coordination with Stakeholders and Impacted Property Owners ▪ Assist with the procurement for project CM firm ▪ Work with UPRR to obtain final approval of alternative track configurations

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	26	2	24
o Temporary Parcels	24	1	23
o Total Parcels	50	3	47

**ALAMEDA CORRIDOR-EAST PROJECT
AT-GRADE CROSSING SAFETY IMPROVEMENTS (City of Pomona)**

As of September 2019

LOCATION: Pomona	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: Railpros	CONTRACTOR: TBD

PHOTO Pedestrian Crossing at Main Street	WORK COMPLETED PAST QUARTER
	<ul style="list-style-type: none"> ▪ Incorporated 95% design review comments from the City and ACE into final design. ▪ Completed Utility Potholing within UPRR ROW ▪ Began working on the project technical specifications. ▪ Submitted 95% design to CPUC for review and funding approval.

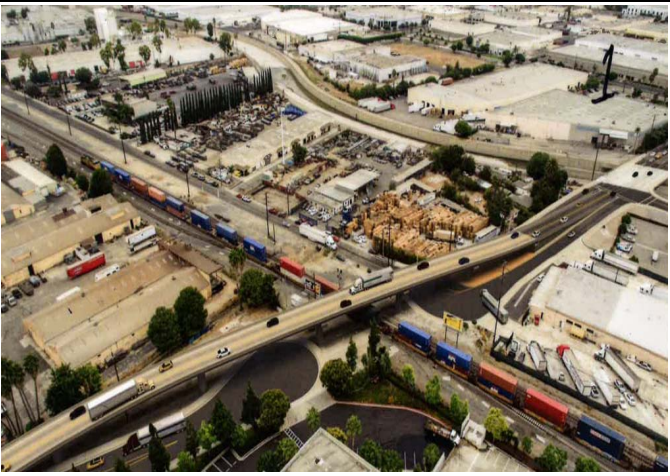
EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	80%	\$4.4	\$3.7	Environmental			
				Statutory Exemption	Feb-18	Feb-18 A	
RIGHT-OF-WAY	0%	\$0.8	\$0.0	Design			
				Notice To Proceed	May-15 A	May-15 A	
				Final PS&E Complete	May-19	Sep-19	20
CONSTRUCTION	0%	\$19.0	\$0.0	Right-of-Way			
				All Parcels Available	N/A	N/A	
TOTAL	15%	\$24.2	\$3.7	Construction			
				Notice To Proceed	Apr-20	Apr-20	0
				Construction Complete	Sep-21	Sep-21	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
None				<ul style="list-style-type: none"> ▪ Receive approval of the COM agreement from UPRR ▪ Receive approval of the design from CPUC. ▪ Receive design review comments from UPRR. ▪ Select Construction Management Team to assist on constructability review. 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	0	0	0				
o Temporary Parcels	0	0	0				
o Total Parcels	0	0	0				

**ALAMEDA CORRIDOR-EAST PROJECT
GRADE SEPARATION - TURNBULL CANYON ROAD (City of Industry)**

As of September 2019

LOCATION:	City of Industry	CONSTRUCTION MANAGER:	TBD
DESIGN CONSULTANT:	HNTB	CONTRACTOR:	TBD

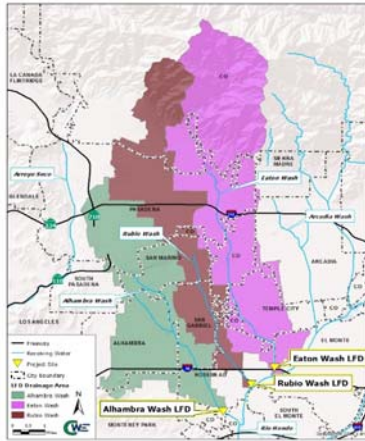
PHOTO	Turnbull Overpass Rendering
	WORK COMPLETED PAST QUARTER <ul style="list-style-type: none"> ▪ 65% Design Submittal to stakeholders were received with comments & 3rd party utilities ▪ Continue 95% Design ▪ NEPA application to Caltrans is ongoing. ▪ Continued Right of Way Meetings with Property owners.

EXPENDITURE STATUS (\$ in Millions)				SCHEDULE ASSESSMENT			
ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	47%	\$10.1	\$4.9	Environmental			
				Statutory Exemption	Mar-19	Mar-19	0
RIGHT-OF-WAY	0%	\$33.9	\$0.1	Design			
				NTP for Prel Design	Feb-17A	Feb-17A	
				Complete Prel Design	May-18	Jun-18 A	
				100 % Submittal	Jan-20	Jan-20	0
CONSTRUCTION	0%	\$55.1	\$0.0	Right-of-Way			
				All Parcels Available	Mar-20	Mar-20	0
TOTAL	5%	\$99.1	\$5.0	Construction			
				Notice To Proceed	Aug-20	Aug-20	0
				Construction Complete	Jun-23	Jun-23	0

AREAS OF CONCERN				CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD			
<ul style="list-style-type: none"> ▪ San Jose Creek Bridge design is critical path. ▪ ROW acquisition with USPS and LA County may delay project ▪ ACOE schedule affected by Federal Budgetary concerns 				<ul style="list-style-type: none"> ▪ Comments from 95% is needed to further progress the project. ▪ Ongoing meetings with property owners impacted by the project. ▪ USPS, LA County and 210D & Q Property takes may be a challenge. ▪ Completing ACOE review & approval may be a challenge. ▪ Conduct Community Meeting and Property Impact Meeting ▪ Complete NEPA process with Caltrans ▪ Potential resolution of necessities may be required 			
ROW ACQUISITION	Plan	Acquired	Remaining				
o Permanent Parcels	15	0	15				
o Temporary Parcels	22	0	22				
o Total Parcels	37	0	37				

LOCATION: Various	CONSTRUCTION MANAGER: TBD
DESIGN CONSULTANT: CWE	CONTRACTOR: TBD

PHOTO	Project Vicinity Map	WORK COMPLETED PAST QUARTER
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- Reviewed draft project report with participating agencies
- Completed cost analysis for project options
- Continued SB485 meetings with San Gabriel Water Master

EXPENDITURE STATUS (\$ in Millions)	SCHEDULE ASSESSMENT
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ACTIVITIES	PERCENT EXPENDED	\$ CURRENT ESTIMATE	\$ EXPENDED AMOUNT	MAJOR SCHEDULE ACTIVITIES	PRIOR PLAN	CURRENT PLAN	VARIANCE WEEKS +/-
DESIGN	10%	\$1.8	\$0.2	Environmental			
				CEQA/NEPA	Jul-19	Jul-19	0
RIGHT-OF-WAY	0%	\$0.0	\$0.0	Design			
				Notice To Proceed	Oct-18	Oct-18	0
				Final PS&E Complete	Dec-19	Dec-19	0
CONSTRUCTION	0%	\$0.0	\$0.0	Right-of-Way			
				All Parcels Available	Oct-19	Oct-19	0
TOTAL	9%	\$1.8	\$0.2	Construction			
				Notice To Proceed	Jan-20	Jan-20	0
				Construction Complete	Dec-20	Dec-20	0

AREAS OF CONCERN	CRITICAL ACTIVITIES / 3 MONTH LOOK AHEAD
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- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Member agencies concerned over annual costs for treatment by LACSD. Concerns that 2,000 acre feet of diverted water flow from adjudicated water basin will need to be replenished at a cost of \$840 per acre foot. | <ul style="list-style-type: none"> ▪ Need to get clarification on water diversion and treatment costs |
|---|--|

ROW ACQUISITION	Plan	Acquired	Remaining
o Permanent Parcels	TBD	TBD	0
o Temporary Parcels	TBD	TBD	0
o Total Parcels	0	0	0



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: October 28, 2019

SUBJECT: Receive and File: Environmental Mitigation Monitoring Reports

RECOMMENDATION: Receive and file the ACE Projects Environmental Mitigation Monitoring Reports for the period covering the 1st quarter of Fiscal Year 2020.

BACKGROUND: Appended to this report are the quarterly environmental mitigation monitoring and public contact reports for each ACE project currently in construction. The monitoring reports track compliance during construction with environmental mitigations and best management practices, as well as a summary of third part complaints and our response.



Construction Mitigation Measure Matrix
1st Quarter Report (July 1, 2019 – September 30, 2019)
Durfee Avenue Grade Separation Project
 SITE INSPECTION: 9/12/19 WITH SOLOMON CHOI

Mitigation Measure		Mitigation Complete	
<u>Air Quality</u>		YES	NO
1.	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2.	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3.	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4.	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5.	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6.	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

<u>Archaeo & Paleo Monitoring</u>		YES	NO
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	Worker education briefing was conducted on June 12, 2019
8.	Conduct Paleontological Monitoring where excavation exceeds 3 meters (10 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	Paleontological monitoring is being conducted on an as needed basis.
9.	Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/>	Paleontological Mitigation Plan (PMP), LSA, May 2019

<u>Noise & Vibration</u>		YES	NO
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	
13.	Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/>	Noise monitoring will be conducted on an as needed basis. CIDH piles

		will be used. No pile driving is planned.	
14.	Vibration monitoring performed during vibration intensive activities	<input checked="" type="checkbox"/> Preconstruction bldg. condition video is in process and will be on file when completed at the construction office for pre/post construction comparison of bldg. conditions.	
15.	Noise blankets used to reduce increased noise levels during operation of noise generating construction equipment and of operation of detour routes during construction		<input checked="" type="checkbox"/> No use of noise blankets is planned

Water Quality & Erosion

		YES	NO
16.	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/> SWPPP compliance monitoring conducted weekly	
17.	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/> SWPP prepared by SoCal Storm Water Runoff Solution Services 1/22/19	
18.	Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
19.	Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
20.	Erosion prevention planting used in conjunction with a geofabric, where feasible		<input checked="" type="checkbox"/> No geofabric is being used during this phase of construction

Hazardous Material/Wastes

		YES	NO
21.	Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
22.	Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
23.	Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	

Biological Resources

		YES	NO
24.	Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	

General Construction Conditions

		YES	NO
25.	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26.	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27.	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28.	Non-potable water used for construction activities, when feasible	<input checked="" type="checkbox"/>	

Traffic

		YES	NO
29.	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
30.	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	The haul routes are shown on the plans
31.	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
32.	Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
33.	Detour route to bypass construction area provided during Durfee Avenue closure for bridge construction	<input checked="" type="checkbox"/>	The detour routes are shown on the plans
34.	Advance notice of proposed transit reroutes and any other changes in stops and service made		<input checked="" type="checkbox"/> N/A. There are no transit routes along Durfee Ave.
35.	Traffic handling plans approved by the City of Pico Rivera	<input checked="" type="checkbox"/>	
36.	Coordinate with City of Pico Rivera and LA County to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
9/17/19	Business	Complaint regarding street parking restrictions due to construction activities.	Construction activities not due to contractor. Information provided.



Construction Mitigation Measure Matrix
 1st Quarter Report (July 1, 2019 – September 30, 2019)
 Fairway Drive Grade Separation Project
 SITE INSPECTION CONDUCTED 9/11/19 WITH RENEN CRUZ

<u>Air quality</u>	Mitigation Measure	Mitigation Complete	
		YES	NO
1.	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2.	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3.	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4.	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5.	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6.	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

<u>Archaeo & Paleo Monitoring</u>		YES	NO
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	Worker education briefing was conducted on August 6, 2018
8.	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	Paleontological monitoring is being conducted on an as needed basis.
9.	Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/>	Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, January 30, 2015

<u>Noise & Vibration</u>		YES	NO
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	

13.	Noise monitoring conducted to demonstrate compliance with noise limits		<input checked="" type="checkbox"/> There are no sensitive noise receptors. No pile driving is being conducted
14.	Vibration monitoring performed during vibration-intensive activities	<input checked="" type="checkbox"/> Preconstruction bldg. condition video is on file at construction office for pre/post construction comparison of bldg. conditions. No pile driving during this phase.	
15.	Noise blanket used to reduce increased noise level during operation of detour route during construction		<input checked="" type="checkbox"/>

Water Quality & Erosion

	YES	NO
16.	<input checked="" type="checkbox"/> No detrimental discharge into drainages and bodies of water	
17.	<input checked="" type="checkbox"/> A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	
18.	<input checked="" type="checkbox"/> Construction BMPs used to minimize erosion per SWPPP	
19.	<input checked="" type="checkbox"/> Retaining walls constructed for long-term slope stabilization	
20.		<input checked="" type="checkbox"/> Erosion prevention planting used in conjunction with a geofabric, where feasible

Hazardous Material/Wastes

	YES	NO
21.	<input checked="" type="checkbox"/> Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	
22.	<input checked="" type="checkbox"/> Construction equipment and materials checked daily for leaks and repaired immediately	
23.	<input checked="" type="checkbox"/> Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	

Biological Resources

YES

NO

24.	Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	
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General Construction Conditions

YES

NO

25.	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
26.	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
27.	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	
28.	Non-potable water used for construction activities, when feasible	<input checked="" type="checkbox"/>	

Traffic

YES

NO

29.	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
30.	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
31.	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	Fairway is closed between Walnut Dr and Business Pkwy
32.	Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
33.	Detour route to bypass construction area provided during Fairway Drive closure for bridge construction	<input checked="" type="checkbox"/>	Fairway is closed and detour signs are in place
34.	Advance notice of proposed transit reroutes and any other changes in stops and service made	<input checked="" type="checkbox"/>	Ongoing coordination with LA Metro and Foothill Transit
35.	Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
36.	Coordinate with City of Industry, LA County and Caltrans to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	
37.	Coordination with Caltrans (including frwy signage) and City of Industry to ensure acceptable traffic operations are maintained on SR-60 segment from WB off-ramp to	<input checked="" type="checkbox"/>	

intersection of Fairway Drive and Gale Avenue/Walnut Drive		
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Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
7/8/19	Resident	Inquiry regarding project duration and impacts during construction.	Information provided.



Construction Mitigation Measure Matrix
 1st Quarter Report (July 1, 2019 – September 30, 2019)
 Fullerton Road Grade Separation Project
 Site Inspection: 9/11/19 with Dominic Costello

<u>Air quality</u>	Mitigation Measure	Mitigation Complete	
		YES	NO
1.	Use low sulfur fuel in construction equipment	<input checked="" type="checkbox"/>	
2.	Minimize Dust by Watering (Rule 403)	<input checked="" type="checkbox"/>	
3.	Cover Haul Trucks and Operate less than 15 MPH	<input checked="" type="checkbox"/>	
4.	Suspend construction operations in unpaved areas when winds are more than 25 MPH	<input checked="" type="checkbox"/>	
5.	Ballast wetted as it is unloaded from haul trucks	<input checked="" type="checkbox"/>	
6.	Asphalt paving materials comply with SCAQMD Rule 453 regarding compliant paving material	<input checked="" type="checkbox"/>	

<u>Archaeo & Paleo Monitoring</u>	Mitigation Measure	Mitigation Complete	
		YES	NO
7.	Worker education and briefing of monitoring archaeologists and construction inspectors conducted prior to construction	<input checked="" type="checkbox"/>	The briefing was completed on January 15, 2018.
8.	Conduct Paleontological Monitoring where excavation exceeds 1.5 meters (5 ft.) below ground surface (may be reduced as warranted)	<input checked="" type="checkbox"/>	Grade separation excavation monitoring is being conducted on an as needed basis
9.	Plan in place for preservation and curation of significant paleontologic resources that may be discovered	<input checked="" type="checkbox"/>	Archaeo/Paleo Resource Monitoring, Mitigation and Curation Plan, LSA, September 19, 2016

<u>Noise & Vibration</u>	Mitigation Measure	Mitigation Complete	
		YES	NO
10.	Conduct construction in a manner that minimizes noise and maintains noise levels below City limits at noise sensitive land uses	<input checked="" type="checkbox"/>	
11.	Use effective noise mufflers on equipment	<input checked="" type="checkbox"/>	
12.	Minimize noise during the evening, at nighttime, week-ends and holidays	<input checked="" type="checkbox"/>	

13.	Noise monitoring conducted to demonstrate compliance with noise limits	<input checked="" type="checkbox"/>	
14.	Vibration monitoring performed during vibration-intensive activities	<input checked="" type="checkbox"/>	Preconstruction video of adjacent bldg. conditions is on file at construction office. Vibration monitoring will be conducted on an as needed basis.

Water Quality & Erosion

		YES	NO
15.	No detrimental discharge into drainages and bodies of water	<input checked="" type="checkbox"/>	
16.	A Storm Water Pollution Prevention Plan (SWPPP) is available on-site from the RE	<input checked="" type="checkbox"/>	SWPPP by Rincon Consultants, Inc., July 5, 2016, Amendment 2 8/7/17 is on file at construction office
17.	Construction BMPs used to minimize erosion per SWPPP	<input checked="" type="checkbox"/>	
18.	Retaining walls constructed for long-term slope stabilization	<input checked="" type="checkbox"/>	
19.	Erosion prevention planting used in conjunction with a geofabric, where feasible	<input checked="" type="checkbox"/>	N/A in this phase of construction

Hazardous Material/Wastes

		YES	NO
20.	Construction materials that may adversely affect groundwater stored away from excavation and in a contained area (protected by a berm)	<input checked="" type="checkbox"/>	
21.	Construction equipment and materials checked daily for leaks and repaired immediately	<input checked="" type="checkbox"/>	
22.	Hazardous waste (including dewatering waste water, aerially deposited lead, etc.) disposed of in accordance with federal, state, and local regulations	<input checked="" type="checkbox"/>	

Biological Resources

		YES	NO
23.	Bird surveys conducted prior to pruning and/or tree removal	<input checked="" type="checkbox"/>	

General Construction Conditions

		YES	NO
24.	On-site construction manager available at all times	<input checked="" type="checkbox"/>	
25.	Minimize interruption to utility services	<input checked="" type="checkbox"/>	
26.	Mobile and stationary equipment maintained in proper working order	<input checked="" type="checkbox"/>	

27.	Non-potable water used for construction activities, when feasible	<input checked="" type="checkbox"/>	
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Traffic

		YES	NO
28.	Construction coordinated with other major public or private construction projects within a one-mile radius and construction contracts scheduled to avoid overlapping major activities	<input checked="" type="checkbox"/>	
29.	Haul route should minimize intrusion to residential areas	<input checked="" type="checkbox"/>	
30.	Bridge construction that requires street closure scheduled so only one crossing in an area is affected at one time	<input checked="" type="checkbox"/>	
31.	Local residents and businesses notified in advance of proposed construction activities and road closures	<input checked="" type="checkbox"/>	
32.	Detour route to bypass construction area provided during Fullerton Road closure for bridge construction	<input checked="" type="checkbox"/>	Fullerton Rd is closed between Gale Ave and Rowland/ San Jose and Railroad St is closed at Fullerton Rd
33.	Advance notice of proposed transit reroutes and any other changes in stops and service made		N/A
34.	Traffic handling plans approved by the City of Industry	<input checked="" type="checkbox"/>	
35.	Coordinate with City of Industry and LA County to provide advance notice of proposed traffic detours and their duration to the public	<input checked="" type="checkbox"/>	

Public Contacts Quarterly Report

DATE	CONTACT	QUERY	RESOLUTION
8/14/19	Business	Inquiry regarding turn restrictions due to construction activities.	Information provided.
9/6/19	Resident	Inquiry regarding traffic impacts during construction activities.	Information provided.