

RESOLUTION NO. 7709

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE APPROVING MEMORANDUM OF UNDERSTANDING (MOU) AND AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) TO CONVEY RIGHT-OF-WAY EASEMENTS FOR THE CONSTRUCTION OF A NEW EASTBOUND STUDENT PICK-UP/DROP-OFF ZONE AND A DEDICATED RIGHT-TURN LANE ON THE FIRESTONE BOULEVARD AND OTIS STREET AND IMPERIAL HIGHWAY CENTER MEDIAN IMPROVEMENTS, CITY PROJECT NO. 496-ST, FEDERAL PROJECT NO. HSIPL-5257(032)

WHEREAS, the City of South Gate (“City”) is a California municipal corporation organized and existing pursuant to the laws of the State of California; and

WHEREAS, the Los Angeles Unified School District is a unified school district duly organized and existing under the laws of the State of California (“LAUSD”); and

WHEREAS, the City has undertaken the planning for and design of public improvements to construct and operate multiple street improvements on and along the Firestone Boulevard corridor in the City (“Firestone Widening Project”), in connection with such project the City and LAUSD have negotiated the terms of a Memorandum of Understanding and Agreement to Convey Right of Way Easement (LAUSD South Gate Middle School) (“MOU”) that addresses a particular section of such project, specifically, the street widening of approximately 570 feet of existing Firestone Boulevard on the south side by approximately 12 feet to add and implement a loading zone pocket for student drop-off/pick-up, addition of a dedicated right turn lane onto Otis Street, implementing a traffic transition zone, and related road improvements that are on or adjacent to LAUSD’s South Gate Middle School (“SGMS”) located at the corner of Otis Street and Firestone Boulevard across the frontage of the school property on Firestone Boulevard and Otis Street (“SGMS Off-Site Improvements”), along with restoration improvements on the SGMS campus (“SGMS On-Site Improvements”) (together referred to herein and in the MOU as the “SGMS Improvements”); and

WHEREAS, the City and LAUSD have negotiated the terms of the MOU (Attachment 1 hereto and fully incorporated by this reference) to cause the conveyance of the LAUSD Easements and the construction, completion and operation of the Project; and

WHEREAS, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000, *et seq.*, (“CEQA”) and the implementing regulations set forth at Title 14 California Code of Regulations Section 15000, *et seq.* (“Guidelines”), in particular Sections 15300, 15301(c), *Existing Facilities*, provide that improvement of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities are categorically exempt and thereby will not result in a potentially significant physical impact on the environment; and

WHEREAS, the MOU and Project described therein is categorically exempt under CEQA and the Guidelines; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed MOU, desires to approve the MOU, and believes the agreement is in the best interests of the community and the health, safety and welfare of its residents and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this resolution.

SECTION 2. The MOU is approved, and if necessary, with such changes mutually agreed upon by LAUSD counsel and the City Attorney (or special counsel) as are minor and in substantial conformance with the MOU submitted with this Resolution. The Mayor and City Clerk are hereby authorized to execute and attest, respectively, the MOU on behalf of the City. In such regard, the City Manager is authorized to cause the Mayor and City Clerk to sign the final version of the MOU after completion of non-substantive, minor revisions, if any, to the MOU have been completed. When fully executed, a true copy of the MOU shall be placed on file in the office of the City Clerk.

SECTION 3. In addition to the authorizations in Section 2 above, the City Council authorizes the City Manager, or designee(s), on behalf of the City, to sign all documents necessary or appropriate to carry out the MOU and to sign any other implementing documents, to cause the issuance of warrants, if any, and to administer the City's obligations, responsibilities and duties to be performed under the MOU.

SECTION 4. Under CEQA and the Guidelines, the MOU and Project described therein meet the categorical exemption set forth in the Guidelines, Sections 15300, 15301(c), *Existing Facilities*, the MOU provides for the improvement of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities and thereby will not result in a potentially significant physical impact on the environment.

SECTION 5. The Public Works Director (or his authorized designee) is hereby directed to file a Notice of Exemption with the County Clerk of the County of Los Angeles under Public Resources Code Section 21084 and CEQA Guidelines Section 15062 and 15374.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution, which is effective upon its adoption.

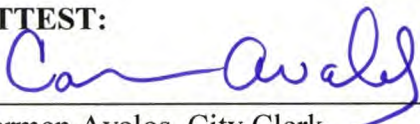
PASSED, APPROVED and ADOPTED this 24th day of May 2016.

CITY OF SOUTH GATE



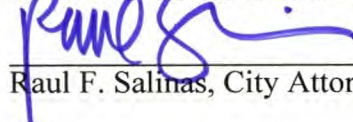
W.H. (Bill) De Witt, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**MEMORANDUM OF UNDERSTANDING AND
AGREEMENT TO CONVEY RIGHT OF WAY EASEMENT
(LAUSD South Gate Middle School)**

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO CONVEY RIGHT OF WAY EASEMENT (LAUSD South Gate Middle School)** ("MOU") is made and entered into as of May 24, 2016 ("Effective Date") by and between the **CITY OF SOUTH GATE**, a California municipal corporation ("City"), and the **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California ("LAUSD"). City and LAUSD are sometimes referred to together in this MOU as the "Parties".

RECITALS

A. The City has undertaken the planning for and design of public improvements to construct and operate multiple street improvements on and along the Firestone Boulevard corridor in the City ("Firestone Widening Project") that, in particular relating to this MOU, include, but are not limited to, the widening of approximately 570 feet of existing Firestone Boulevard on the south side by approximately 12 feet to add and implement a loading zone pocket for student drop-off/pick-up, addition of a dedicated right turn lane onto Otis Street, implementing a traffic transition zone, and related road improvements that are on or adjacent to LAUSD's South Gate Middle School ("SGMS") located at the corner of Otis Street and Firestone Boulevard across the frontage of the school property on Firestone Boulevard and Otis Street ("SGMS Off-Site Improvements"), along with restoration improvements on the SGMS campus ("SGMS On-Site Improvements") (together referred to as the "SGMS Improvements").

B. The portion of the Firestone Widening Project of which the SGMS Improvements are a part is more particularly described in Paragraph 1.1 herein, and together are referred to as the "Project".

C. The City acknowledges it is, and will remain, responsible for obtaining the funding necessary to undertake and complete the overall Project from design through completion of construction and final recordation of permanent easements and other agreements between the Parties; provided however, by this MOU the City does not and is not committing, expressly or impliedly, any of the City's General Fund monies to complete the Project (except as otherwise provided herein).

D. In a letter from the LAUSD Facilities Services Division to the City dated July 12, 2012 ("July 2012 Letter"), LAUSD affirmed its commitment to being an engaged participant in the City's efforts to enhance student and pedestrian safety and improve traffic conditions in and about the areas adjacent to SGMS, and particularly to the City's efforts to undertake and complete the SGMS Improvements, if and subject to the City securing federal, state and other funds that are necessary to undertake and complete the Project.

E. Further, the July 2012 Letter stated affirmatively LAUSD's support of the City's actions to improve safety and endorsed the City's efforts to seek and secure funding necessary to undertake and complete the SGMS Improvements that are a part of the Project. And, LAUSD stated in the July 2012 Letter its agreement with (i) the preliminary concept plan, and, pending final plans, specifications and agreements with the City, and (ii) the City's request for LAUSD to dedicate certain easement(s) to the City on the land located within the boundaries of the SGMS site for the

purposes of construction, completion, operation and maintenance of the SGMS Improvements ("LAUSD Easement").

F. As a part of undertaking and constructing the Project, LAUSD acknowledges that as more particularly set forth in Paragraph 4 hereof, work will be conducted on the school grounds at SGMS to the extent agreed by the Parties and as permitted by any Right of Entry Agreement entered into between LAUSD and any contractors for City.

G. Subsequent to the July 2012 Letter and prior to the Effective Date, the City caused to be prepared at its expense and presented to LAUSD two documents: (1) an engineering level concept plan for the SGMS Improvements titled "Firestone Boulevard School Drop-Off Exhibit, Project No. 496-ST, Federal Project No. STPL-5257(030)", and (2) a concept drawing with mark-up preliminarily and generally depicting some of the proposed on-site and off-site modifications to the area fronting and within the SGMS parking lot (together, "LAUSD Concept Plan"), both of which LAUSD reviewed and approved in concept. Copies of each drawing comprising that LAUSD Concept Plan are attached hereto as Exhibits A-1 and A-2, respectively, and are fully incorporated by this reference. The City reaffirms to LAUSD that any and all third party invoices incurred and outstanding relating to preparing the LAUSD Concept Plan are and shall remain the City's financial responsibility and shall not be the financial responsibility of LAUSD.

H. The City has informed LAUSD, and LAUSD acknowledges that full funding of the Project remains pending, including the SGMS Improvements that are a key component thereof. While the design component of the Project is fully funded, the City is taking, and intends to continue to take, all reasonable steps seeking to secure the balance of funding to construct and complete the SGMS Improvements and the overall Project, in particular through federal and state grants that are administered by the State of California, Department of Transportation ("CalTrans") subject to certain laws, regulations and application mandates, including the local assistance procedure manual (together, "Grant Requirements").

I. In furtherance of the LAUSD Concept Plan and readiness for conveyance of that certain "LAUSD Easement Deed", prior to the Effective Date the City caused to be prepared at its expense both (1) the precise design, depiction, plans, specifications for the SGMS Improvements ("Plans/Specs") that as April 6, 2016 were at the stage of "95% complete" and (2) the legal description with engineering drawings for LAUSD's conveyance of certain right of way, both for temporary construction work and the permanent right of way easement, to undertake, complete and operate the SGMS Improvements (herein, "LAUSD Easement").

J. The 95% complete Plans/Specs were submitted to LAUSD on April 6, 2016 for its review, comments, requested changes, if any, and written approval. Under the Grant Requirements, both the 95% complete Plans/Specs along with the conveyance of the LAUSD Easement are materials parts of and conditions precedent to the City preparing and having a "complete" application to submit to CalTrans for the federal and state funding to carry out the Project, including the SGMS Improvements.

K. Under this MOU, LAUSD is willing to provide and convey the LAUSD Easement necessary for the SGMS Improvements within thirty (30) days of the Effective Date ("LAUSD Easement Deed") in order to satisfy the Grant Requirements, subject expressly to both the reversionary provisions set forth herein and therein and the City's performance obligations and covenants in this MOU.

L. As of the Effective Date, the substantial form of LAUSD's development and right of entry agreement ("Right of Entry") is attached hereto as Exhibit B-1 and incorporated by this reference. The City and LAUSD desire and intend that each of the City's contractors (including the City itself) working on the Project that requires access onto the SGMS property be authorized by LAUSD to enter upon, to access and to conduct work on-site at the SGMS property in connection with the pre-construction and construction of the Project, in particular the SGMS On-Site Improvements at the school. In this regard, not less than fifteen (15) days prior to the City issuing its bid package soliciting bids for completion of the Project, LAUSD and City shall agree upon the final form and content of the Right of Entry in a written form and content acceptable to City and LAUSD in their reasonable discretion, which shall be attached as Exhibit B-2 and incorporated in full by this reference. This final form of Right of Entry shall be entered into between each of the City's contractors and LAUSD prior to the applicable contractor entering upon or conducting work on-site at the SGMS property, and shall authorize such contractor to access and conduct work on and at the SGMS property relating to the SGMS Improvements.

M. While LAUSD agrees to deliver the LAUSD Easement Deed within thirty (30) days of the Effective Date, nonetheless the City is expressly obligated to take and continue to take all reasonable and necessary steps to seek full funding for the SGMS Improvements (including, without limitation, a reasonable amount for project contingencies), and all of the Conditions Precedent described herein shall be satisfied within five (5) years of the Effective Date, and if not so satisfied, then the easements conveyed by LAUSD to the City by the LAUSD Easement Deed shall be null and void and the easement interests shall be deemed revested in LAUSD, and the City agrees to execute one or more instruments necessary to reconvey and revest in LAUSD the interests of such easements.

N. As provided herein, City shall prepare, or cause to be prepared, the public works bid package for the Project and shall go out to bid in compliance with federal, state and local requirements, which bid package shall, without limitation, include (i) a copy of or access to the 100% complete Plan/Specs, (ii) a copy of the final form of LAUSD's Right of Entry as such relates to the SGMS Improvements, and (iii) the bonding and security requirements, which shall include in particular that the selected contractor shall provide a payment and performance bond from a City-approved surety for the full amount of the contract, which bond shall be required to name both the City of South Gate and the Los Angeles Unified School District as payees and intended beneficiaries.

O. Because the precise final boundaries of the LAUSD Easement may need to be adjusted or otherwise modified once construction of the Project is completed, under this MOU LAUSD acknowledges that, after delivery and recordation of the LAUSD Easement Deed, it may be necessary for LAUSD and City to prepare, execute, and cause recordation of an amendment to or amended easement or related instruments to cause the precise legal boundaries of the easement area to be of record.

P. The Parties desire to enter into this MOU to evidence their mutual objectives about the Project, the SGMS Improvements, the Right of Entry, and the LAUSD Easement Deed.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

Section 1. DEFINITIONS; SCOPE OF PROJECT IMPROVEMENTS; LAUSD EASEMENT; CONDITIONS PRECEDENT.

1.1 Firestone Widening Project. The term "Project" shall mean the public works street improvement project that includes the SGMS Improvements and the overall widening of that portion of existing Firestone Boulevard located across the SGMS property on Firestone Boulevard to provide for a dedicated right-turn lane from east-bound Firestone Boulevard to south-bound Otis Street along with a school drop-off/pick-up pocket, as more particularly shown in the LAUSD Concept Plan and in the 95% complete Plan/Specs.

1.2 SGMS Improvements. The term SGMS Improvements includes the SGMS On-Site Improvements and the SGMS Off-Site Improvements, which will be located on Firestone Boulevard at Otis Street and on or adjacent to the SGMS property (and are more particularly shown in the LAUSD Concept Plan).

(a) The SGMS Off-Site Improvements include:

(i) addition of a dedicated right-turn lane from east-bound Firestone Boulevard to south-bound Otis Street, including the ADA ramp located at the southwest corner of Firestone Boulevard and Otis Street;

(ii) relocation of existing traffic signals;

(iii) reconstruction of areas adjacent to the SGMS property that were removed, demolished, or otherwise damaged by the construction of the Project;

(iv) addition of a dedicated student pick-up and drop-off pocket for SGMS;

(v) street signage;

(vi) street striping;

(vii) installation of video detection equipment;

(viii) other peripheral off-site improvements as determined by the City to be reasonably necessary for the successful completion of the overall Project; and

(ix) design, planning, engineering, and, as applicable, removal and reconstruction of curb, gutter, paving, drainage, sidewalks, access ramps, handicap ramps, driveway approaches, catch basins, spandrels, softscapes, hardscapes, landscaping, street trees, all layers of pavement, street lighting, as necessary, and required work relating to utilities, realignment, and reconnection of existing utilities.

(b) The SGMS On-Site Improvements include:

(i) reconstruction of areas on the SGMS property that were removed, demolished, or otherwise damaged by the construction of the Project;

(ii) other on-site work at the SGMS property as determined by the City to be reasonably necessary for the successful completion of the overall Project; and

(iii) all design, planning, engineering, changes, additions, modifications, removal, reconstruction of improvements on-site at the SGMS property, including, but not limited to, landscaping, fencing, paving, restriping of parking spaces, including handicap parking spaces and installation of new wheel stops in the school parking lot, relocation of gates, reinstallation of the electronic marquee sign, reconnection of existing utilities, and other improvements.

Notwithstanding the provisions of this Section 1.2, the final elements and work included in the SGMS Improvements shall be as set forth in the final 100% complete Plans/Specs hereafter approved by the City and LAUSD pursuant to Section 1.3 below.

1.3 Commencement of Work. City shall not commence any demolition for or construction of any portion of the SGMS Improvements prior to (a) obtaining LAUSD's written approval of the 100% complete Plans/Specs for the SGMS Improvements, (b) the City obtaining full funding of the SGMS Improvements, (c) LAUSD's and City's respective execution and delivery of the Easement Deed and Certificate of Acceptance therefor, and (d) satisfying all of the Conditions Precedent set forth in Section 1.10 hereof.

(a) In this regard, within forty-five (45) days of the City's submittal of the 100% complete Plans/Specs for the SGMS Improvements to LAUSD that are intended to become part of the bid package for the Project, LAUSD agrees to reasonably review and approve by signature (or, as applicable, notify the City of any reasonable comments and objections of LAUSD to such 100% complete Plans/Specs for the SGMS Improvements (and if LAUSD has reasonable comments or objections thereto, the City shall remain required to obtain LAUSD's reasonable written approval hereunder after receiving the same and prior to advertisement of bidding for the overall Project), and once approved shall become and be referred to the final Plans/Specs.

1.4 Material Changes to Final Plans/Specs for SGMS Improvements Affecting LAUSD. After LAUSD initially approves the final Plans/Specs for the SGMS Improvements in writing, if there are material changes thereto for the SGMS Improvements, then the City shall be required to obtain LAUSD's written approval of material changes made; provided however, under this MOU the term "material" in relation to the City's changes to the Plan/Specs for the SGMS Improvements and LAUSD's review and approval rights thereto and shall mean and be limited to changes that would (a) block or otherwise materially impact access to or from SGMS, or (b) materially change the intended concept, scope, design or location of the SGMS Improvements, such as deleting from the scope of work the (i) the student drop-off/pick-up area, (ii) the traffic transition zone, or (iii) restoration of improvements removed from or requiring relocation on the SGMS site or restoration of improvements intended to benefit operations at SGMS; otherwise, LAUSD shall have no authority to approve changes to the final Plans/Specs.

1.5 Utilities Relocation, Re-Installation and Installation. The Parties acknowledge and agree that the Project is located within an existing public roadway in the City of South Gate and that is and will remain a public street within the meaning set forth in California Public Utilities Code Section 6297, which provides as follows with respect to grantees of public utility franchises:

“The grantee shall remove or relocate without expense to the municipality any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change of grade, alignment, or width of any public street, way, alley, or place, including the construction of any subway or viaduct, by the municipality.”

(a) Contingent upon the City (i) obtaining full funding of the SGMS Improvements and (ii) the overall Project and/or SGMS Improvements proceeding, the City agrees, in connection with causing the completion of the SGMS Improvements, to pay all costs to install new or relocate existing utilities required as part of the overall Project and in particular the SGMS Improvements, including, but not limited to, the design, alteration, installation, construction, relocation and installation of temporary utilities and services, as needed and commissioning of all utilities; provided however, LAUSD agrees to cooperate reasonably and in good faith with the City (and the utility company(ies), as applicable) in particular with regard to the relocation, installation or re-installation of utilities if and to the extent LAUSD has “prior rights” relating to the utility(ies) franchise(s) or over the utility(ies) company(ies).

1.6 LAUSD Right of Entry. The City agrees to cause the City’s contractor(s) for the SGMS Improvements to enter into the Right of Entry with LAUSD substantially in the form of Exhibit B-1 and in a final, execution form conforming to Exhibit B-2. City and LAUSD agree to pay for their respective in-house and third party costs incurred in connection with the review and preparation of the final form and content of the Right of Entry Agreement (Exhibit B-2).

(a) Prior to the City soliciting bids for construction of the Project, the Right of Entry (form of Exhibit B-2) shall be included in the bid documents and as an attachment to the City’s public works contract(s) for undertaking and completing the Project.

(b) In the event a selected contractor requests certain modifications to the Right of Entry Agreement (form of Exhibit B-2) each and all modifications are subject to the written approval of LAUSD in its sole, reasonable discretion, and any third party costs incurred therefor shall be reimbursed by the City pursuant to subsection (c) below in this Section 1.6.

(c) City agrees to notify LAUSD at least thirty (30) days prior to commencing demolition work for or construction of the SGMS Improvements so that LAUSD may verify that the proper Right of Entry (Exhibit B-2) has been executed by each of the applicable City contractor(s); and, each Right of Entry (Exhibit B-2) shall only become effective upon the execution and delivery thereof by LAUSD after such execution by the applicable contractor(s).

(i) In this regard, LAUSD acknowledges and agrees that it does not and shall not have review or approval rights relating in any manner to the overall Project, but only as to the SGMS Improvements.

(ii) Contingent upon (i) the City obtaining full funding of the SGMS Improvements and (ii) the overall Project and/or SGMS Improvements proceeding and consistent with Section 1.8 below, City agrees to reimburse LAUSD within thirty (30) days for reasonable third party expenses incurred by LAUSD directly related to preparation of the individual Right of Entry Agreements (form of Exhibit B-2); and, in furtherance thereof, LAUSD shall provide City with legible, complete and true copies of reasonable supporting documentation for such third party expenses.

1.7 *LAUSD In-House Costs or Expenses Not Eligible for Payment or Reimbursement by City.* LAUSD acknowledges that the City is seeking and intends to obtain full funding of the Project, including the SGMS Improvements, through federal and state grants, including without limitation federal funding that is administered by CalTrans pursuant to the Grant Requirements. In this regard, the City has informed LAUSD that such Grant Requirements generally prohibit the payment or reimbursement of any and all in-house fees, costs or expenses including without limitation time, materials, overhead, personnel or staffing. Therefore, LAUSD acknowledges and agrees as to this MOU, LAUSD is not entitled to and will not receive payment or reimbursement for any in-house fees, costs or expenses incurred in the undertaking and implementation of any aspect of the overall Project or in preparation of or carrying out this MOU, except and unless permitted by the Grant Requirements, by CalTrans or other applicable laws and regulations.

(a) *DSA Inspector.* LAUSD informs the City that under applicable state laws and regulations, a Division of State Architects (“DSA”) inspector will be required to inspect the SGMS Improvements, and the City shall be solely responsible for the cost of the DSA inspector. LAUSD has employees who are licensed to provide the services of a DSA inspector, and City and LAUSD shall work cooperatively to seek reimbursement for an employee of LAUSD (as opposed to a DSA inspector who is not an employee of LAUSD) who would serve as a DSA inspector for the SGMS Improvements (if not prohibited by the Grant Requirements). Nothing in the foregoing is a commitment by the City to pay for such LAUSD employee(s) serving as a DSA inspector from any source other than the monies affirmatively committed to and authorized to be expended on such costs of the SGMS Improvements, but the City shall pay for a DSA inspector for the SGMS Improvements whether or not the DSA inspector is an employee of LAUSD.

(b) Further, except as otherwise provided under this MOU the City does not and is not committing, expressly or impliedly, any of the City’s General Fund monies for undertaking or completing the overall Project or the SGMS Improvements.

1.8 *Payment or Reimbursement for LAUSD’s Third Party Expenses.* Contingent upon (a) the City obtaining full funding of the SGMS Improvements, and (b) the overall Project and/or SGMS Improvements proceeding, and if not prohibited by the Grant Requirements, the City agrees to pay for or reimburse LAUSD for reasonable costs, fees and expenses incurred by LAUSD for third party consultants, engineers, attorneys and other professionals that provide professional services related to the implementation of this MOU or the construction and completion of the SGMS Improvements, such as review and approval of the drawings, plans, specifications, the Plans/Specs, legal descriptions, and other construction documents that relate directly to the SGMS Improvements and LAUSD’s performance of its duties and obligations under this MOU.

(a) LAUSD shall provide City with legible, complete and true copies of invoices along with reasonable supporting documentation and any other supporting documentation that may be required by the Grant Requirements for LAUSD’s third party expenses and the City shall pay or reimburse to LAUSD therefor within forty-five (45) days of each complete submittal, but not more often than quarterly during the term of this MOU.

(b) As noted in the Recitals and in this Section 1 above, under this MOU the City intends, desires and plans to fully fund the Project, including the SGMS Improvements with grant funds from federal, state or regional funding sources, and except as otherwise provided in this MOU, the City does not and is not committing, expressly or impliedly, any of the City’s General Fund monies for undertaking or completing the overall Project or the SGMS Improvements. Therefore,

except as otherwise provided herein, nothing in this MOU or this Section 1.8 in particular obligates the City, expressly or impliedly, to pay for or reimburse from the City's General Fund any of LAUSD's third party expenses incurred hereunder or for the SGMS Improvements.

1.9 *LAUSD Easement Deed for SGMS Improvements Easement.* The City and LAUSD acknowledge and agree that in consideration for and in order to comply with the Grant Requirements to obtain federal and state funding for and to undertake and complete the SGMS Improvements, it is necessary for LAUSD to commit and agree by this MOU, and LAUSD hereby agrees, to convey and vest with the "*City of South Gate, a California municipal corporation*", the LAUSD Easement by the LAUSD Easement Deed that will convey easement(s) over a portion or portions of the existing SGMS property for public right of way, street, roadway, sidewalk, utility and other public purposes within thirty (30) days of the Effective Date (as defined, the "LAUSD Easement" and also referred to as the "SGMS Improvements Easement").

(a) The form of the LAUSD Easement Deed under and by which LAUSD will convey both the temporary construction easement as well as the permanent easement for right of way to the City is attached hereto as Exhibit C and fully incorporated by this reference. The final and detailed legal description for this LAUSD Easement shall be adjusted and finalized based on the exact boundaries of the 95% complete Plan/Specs approved in writing by LAUSD as provided above.

(i) Because the precise final boundaries of the LAUSD Easement may need to be adjusted or otherwise modified once construction of the Project is completed, in the event the legal description in the LAUSD Easement, as recorded, requires modification to conform to the "as-built" SGMS Improvements after completion of construction as evidenced by a notice of completion issued by the City therefor (provided that such "as-built" boundaries do not exceed the boundaries set forth in the Plans/Specs approved by LAUSD for the SGMS Improvements), then City and LAUSD shall prepare amended instrument(s) to correct and amend the precise boundaries and legal description for the LAUSD Easement, through an amendment to or amended easement deed to be recorded in the Official Records.

1.10 *Conditions Precedent; Revesting of LAUSD Easement if Project Does Not Proceed.* Contingent upon the City (a) preparing complete application(s) for full funding (including, without limitation, a reasonable amount for project contingencies) of the SGMS Improvements each of which will be submitted to CalTrans in conformity with and under the Grant Requirements, and (b) LAUSD's written approval of the 95% complete Plans/Specs, LAUSD agrees, in consideration for the City undertaking the Project in accordance with this MOU, to convey the LAUSD Easement and cause recordation of the LAUSD Easement Deed for the SGMS Improvements within thirty (30) days of the Effective Date of this MOU; provided however, the City hereby agrees that within five (5) years of the Effective Date it shall perform or cause to be performed all of the following conditions precedent ("Conditions Precedent") (which shall be performed prior to commencing the improvement work for the SGMS Improvements) and expressly subject to the reversion of the LAUSD Easement to LAUSD in the event the Project fails to proceed (or the SGMS Improvements fail to be completed in accordance herewith) within five (5) years of the Effective Date:

(a) City shall have obtained full funding (including, without limitation, a reasonable amount for project contingencies) of the overall Project including the SGMS Improvements, and shall have taken all actions necessary on the City's part to formally allocate such funds to the Project as part of the City's customary budgeting process; provided, however, in the event this Condition Precedent fails by June 1, 2021, then the City and LAUSD retain all rights to

cancel and terminate this MOU and not proceed with the Project, in which event the real property interests conveyed by the LAUSD Easement Deed shall be promptly reconveyed by the City and revested with LAUSD.

(i) Further, if prior to June 1, 2021, it becomes necessary to reduce the scope of the overall Project based on the amount of funding secured by the City for the Project, the City retains all discretion to reduce the scope of the overall Project, but the City shall not make material changes to the Plans/Specs previously approved by LAUSD without the prior written consent of LAUSD as described and defined in Section 1.4, which LAUSD agrees to consider in its reasonable discretion.

(ii) Both the City and LAUSD acknowledge that full funding of the Project through grants issued by federal, state or regional agencies or other sources acceptable to the City (as the scope of the Project is determined by the City, subject to the terms of this MOU) is and remains necessary in order to undertake and complete the SGMS Improvements.

(b) City shall have prepared, or caused to be prepared, the 100% complete Plans/Specs and shall have submitted the same to LAUSD for its reasonable review and LAUSD shall have approved, in its good faith sole discretion, the final Plans/Specs for the SGMS Improvements (provided, however, that so long as such necessary land is the same in all material respects as the land depicted in the 95% complete Plan/Specs that LAUSD approves, LAUSD shall not unreasonably withhold its approval of such 100% complete Plan/Specs for the SGMS Improvements Easement).

(c) City and LAUSD shall have both approved in writing the final Plans/Specs for the SGMS Improvements and obtained all necessary federal, state and other governmental permits (including, without limitation, from DSA) for construction through completion thereof in accordance with this MOU.

(i) The final Plans/Specs for the SGMS Improvements shall comply with applicable federal, state and local laws and regulations (including, without limitation, those of DSA) and the City's standards, rules and policies for construction of public works projects, in particular for street improvements, including the Standard Specification for Public Works Construction (Green Book), Standard Plans for Public Works Construction, City Standards, the Federal Highway Safety Improvement Program and other applicable federal, state, and local laws, regulations and standards, as such standards are generally applicable on a City-wide basis.

(ii) Further, to the extent mandated by (A) federal, state or local law, or (B) policies and procedures adopted by LAUSD existing prior to the Effective Date, the Plans/Specs for the SGMS Improvements shall meet the requirements of and comply with (1) applicable laws, codes, regulations, plans and specifications required for public school construction, including, but not limited to (a) by the California Education Code, the California Department of Education, the DSA and LAUSD's adopted standards and policies for construction of public improvements (i) adjacent to a school with respect to the SGMS Off-Site Improvements and (ii) on a school site with respect to the SGMS On-Site Improvements, and (b) by the California Department of Toxic Substances Control, or relating to compliance with the California Environmental Quality Act ("CEQA") (which CEQA review shall be conducted in coordination with and with the approval of LAUSD's Office of Environmental Health and Safety).

(A) LAUSD shall not unreasonably deny, condition or delay its review or approval of the Plans/Specs for the SGMS Improvements (or the material changes as described in Section 1.4) so long as the SGMS Project Plans/Specs comply with the foregoing standards.

(B) When final and complete (including, without limitation, approved by LAUSD and DSA), the Plans/Specs for the SGMS Improvements shall be deemed to be fully incorporated herein by this reference, including all changes (other than material changes requiring LAUSD's approval under Section 1.4) made by the City and all material changes approved by LAUSD under Section 1.4.

(d) City shall have prepared all documents and be ready to go out to bid for selection of one or more duly licensed and qualified third-party contractors, which contractor(s) after selection will later enter into one or more public works contracts to construct and complete the overall Project, including the SGMS Improvements in compliance with the Plans/Specs; provided however, the City shall have and retain sole discretion of the overall Project, the scope of the Project and all phases thereof, exclusive of the scope of the SGMS Improvements and any plans and specifications therefor previously approved by LAUSD and the material changes, if any, as described in Section 1.4.

Section 2. COMPLETION OF SGMS IMPROVEMENTS; INTERFERENCE WITH SCHOOL ACTIVITIES. After satisfaction of the Conditions Precedent in Section 1.10 above, City shall cause the SGMS Improvements to be constructed and completed as a part of the overall Project in accordance herewith, through final inspection and signoff by City as required by applicable law. City acknowledges that SGMS will be a regularly functioning public middle school throughout the course of construction, and City shall use diligent efforts to perform (and shall cause all personnel performing the construction of the SGMS Improvements to perform) all work with respect to the SGMS Improvements with as minimal impact as commercially, reasonably practicable to student instruction (or any other on-site student activity) at SGMS. Notwithstanding the foregoing, upon thirty (30) days' prior written notice to City, LAUSD may, in its reasonable discretion, require that construction of the SGMS Improvements be temporarily suspended during standardized or district- or school-wide testing periods (including, without limitation, for any standardized or district- or school-wide testing programs of which LAUSD timely gives City the notice required hereunder) conducted on-campus at SGMS if the construction would unreasonably disrupt or affect such testing.

2.1 *Calendar and Information about Planned LAUSD Testing for Inclusion in City's Bid Package for the Project and SGMS Improvements.* Within forty-five (45) days of the Effective Date, LAUSD shall provide the City with a reasonably detailed description and estimated calendar of specific days that are planned for standardized or district- or school-wide testing periods for both the 2015-2016 academic year and the 2016-2017 academic year so that the City may include such detailed and estimated testing days in the bid package for the Project. Nothing in this Section 2.1 shall limit the rights and obligations of the City and LAUSD under the first paragraph of Section 2 above.

(a) In the event that the Conditions Precedent of Section 1.10 above are not fulfilled during either the 2015-2016 or the 2016-2017 academic years, then City and LAUSD shall meet and confer about the status of the efforts toward and compliance with the Conditions Precedent and reasonably determine the progress in satisfaction of such conditions. In connection with such evaluation, LAUSD agrees to prepare estimated calendar(s) for subsequent academic year(s) with

details about estimated testing days in each applicable academic year prior to June 1, 2021 in order to include with the bid package and to apprise the bidding contractors, and then the selected contractor for the Project about the necessary accommodations to LAUSD relating to standardized or district- or school-wide testing periods.

Section 3. COOPERATION BETWEEN LAUSD AND CITY. Subject to their respective rights and obligations in this MOU and under applicable laws, rules and regulations, LAUSD and City agree to reasonably cooperate in good faith and to share documents and information available to the Parties relating to the SGMS Improvements and LAUSD Easement.

3.1 LAUSD Performance under MOU. City agrees to pay for and cause construction and completion of the SGMS Improvements; in all cases, City is and shall remain solely responsible for undertaking and completing the overall Project subject to the terms and conditions of this MOU.

Section 4. SUBJECT TO CITY COUNCIL AND LAUSD BOARD OF EDUCATION APPROVAL. This MOU shall be effective only upon (a) consideration, action and approval of this MOU by LAUSD's Board of Education and the execution and delivery of this MOU by an authorized signatory of LAUSD, and (b) consideration, action and approval of this MOU by the City Council of the City of South Gate and the execution and delivery of this MOU by an authorized signatory of the City.

Section 5. MISCELLANEOUS PROVISIONS.

5.1 Entire MOU. This MOU constitutes the full and entire agreement between the Parties, and they acknowledge that there is no other contract, oral and/or written, between the Parties hereto, relating to the SGMS Improvements and LAUSD Easement.

5.2 Binding Agreement. This MOU (in particular that LAUSD agrees to make the LAUSD Easement and that the City agrees to complete the Firestone Widening Project, in each case subject to the terms and conditions hereunder) is and shall be binding upon and shall inure to the benefit of the predecessors, subsidiaries, successors, assigns, parties, agents, officers, employees, associates, legal representatives, heirs, executors and/or administrators of each of the Parties hereto.

5.3 Interpretation of MOU. This MOU is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of California. Any statute or rule of construction that provides that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this MOU, and is hereby waived.

5.4 Modifications. This MOU may be amended or modified only by a writing duly signed and delivered by all Parties to this MOU.

5.5 Dispute Resolution; Arbitration. Except as otherwise provided herein, any controversy, claim, or dispute arising out of, or relating to, this MOU, or any breach thereof, which cannot be settled amicably by the Parties shall be resolved by arbitration under the Comprehensive Arbitration Rules and Procedures of JAMS then prevailing ("Rules"), which arbitration shall be held in the County of Los Angeles, California. Arbitration shall be by a single arbitrator chosen by the Parties, provided that, if the Parties fail to agree and to appoint such single arbitrator within 30 days after a demand for arbitration, the arbitrator shall be chosen in accordance with the Rules. The cost

of such arbitration shall initially be borne equally by the Parties; however, the arbitrator, upon final decision on the matter, may require a different allocation. The decision of the arbitrator shall be final and binding on the Parties, and any arbitral award may be entered in any court of competent jurisdiction.

5.6 Counterparts. This MOU may be executed in counterparts with the same effect as if all original signatures were placed on one document, and all of which together shall be one and the same agreement. A facsimile or e-mailed PDF signature shall be deemed and construed as an original.

5.7 Authority to Execute MOU. The Parties, and each of them, expressly represents that it has the authority to execute this MOU and agrees that this MOU as so executed will be binding upon each of the Parties (subject to Section 5 hereof).

5.8 Severability. In the event that any provision of this MOU should be held to be void, voidable or unenforceable by a court of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.

5.9 Waiver, Modification and Amendment. No breach of this MOU or of any provision can be waived except by an express written waiver executed and delivered by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this MOU. This MOU may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed and delivered by each of the Parties hereto or their authorized representatives.

5.10 Cooperation re Additional Documents. Without limitation of the Parties' respective rights and obligations hereunder, each Party agrees, upon the reasonable written request of the other Party, to promptly execute any reasonable document which may be necessary to carry out and effectuate the provisions of this MOU and/or modify any prior document in conflict herewith.

5.11 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, judicial orders, enemy or hostile governmental action, civil commotion, terrorist activities, fire or other casualty, and other causes (except financial) beyond the reasonable control of the Party obligated to perform hereunder, shall excuse the performance by that Party for a period of time equal to the prevention, delay or stoppage, provided the affected party gives the other party notice within fifteen (15) days of the commencement of the event causing the prevention, delay or stoppage.

Section 6. DESIGNATED REPRESENTATIVES. City designates Arturo Cervantes, P.E., Director of Public Works/City Engineer, City of South Gate, as its lead and day-to-day contact under this MOU, and LAUSD designates Albert Grazioli, Asset Development Director, as its lead and day-to-day first point of contact under this MOU.

Section 7. NOTICES. Any notice sent in accordance herewith shall be deemed to be received as follows: (i) three (3) days after mailing of the notice first class United States certified mail, postage prepaid, or (ii) the next business day after the notice or communication has been delivered by hand or sent by telecopy or reputable overnight delivery service, addressed as specified below to the appropriate Party (with electronic confirmation of successful transmission, if by telecopy). Any

notice, request, demand, consent, approval or other communication desired to be given hereunder shall be required to be given as follows:

To City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes, P.E.,
Director of Public Works/City Engineer
Phone: (323) 563-9512
Fax: (323) 569-9572

To LAUSD:
Los Angeles Unified School District
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017
Attn: Albert Grazioli, Asset Dev. Director
Phone: (213) 241-6457
Fax: (213) 241-8386

With copy to:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attn: Celeste Stahl Brady, Special Counsel to City

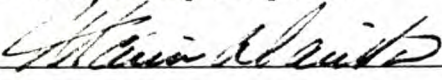
With copy to:
Los Angeles Unified School District
Office of the General Counsel
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Attn: Team Leader, Facilities Legal Team

[Signatures begin on next page]

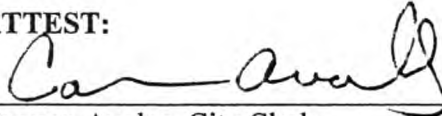
IN WITNESS WHEREOF, the Parties hereby enter into, execute, and agree to the terms and conditions of this *Memorandum of Understanding and Agreement to Convey Right of Way Easement (LAUSD South Gate Middle School)* by affixing their signatures below.

“CITY”

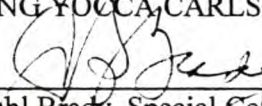
CITY OF SOUTH GATE
a California municipal corporation

By: 
Maria Davila, Vice Mayor

ATTEST:


Carmen Avalos, City Clerk

APPROVED AS TO FORM:
STRADLING YOCCA, CARLSON & RAUTH


Celeste Stahl Brady, Special Counsel to City

[signatures continue on next page]

[signatures continued from previous page]

“LAUSD”

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing under the
laws of the State of California

By: _____

Name: _____

Its: _____

**EXHIBIT A-1
and
EXHIBIT A-2
LAUSD CONCEPT PLAN
(attached)**

Doc# 461743

**EXHIBITS A-1 and A-2
LAUSD CONCEPT PLAN**

EXHIBIT B-1

LAUSD FORM OF RIGHT OF ENTRY AS OF EFFECTIVE DATE

(attached)

Doc# 461743

EXHIBIT B-1
FORM OF RIGHT OF ENTRY AS OF EFFECTIVE DATE

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT FOR APNs

(to be prepared and inserted by City and LAUSD)

Doc# 461743

EXHIBIT A

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

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4 Portions of Lots 26, 27, 46 and 63 of Tract No. 3722 and a portion of vacated San
5 Vincente Avenue, 50.00 feet wide as shown on the map of said Tract, in the City of South
6 Gate, County of Los Angeles, State of California, as per Map recorded in Book 40, Page
7 54 of Maps, in the Office of the County Recorder of said County, described as follows:

8
9 Beginning at the northeast corner of said Lot 26; thence southerly along the easterly line
10 of said Lot, South 07°04'15" West 54.25 feet; thence leaving said easterly line, North
11 82°55'45" West 15.00 feet to a point on a line that is parallel with and 15.00 feet westerly
12 of said easterly line of Lot 26, said point being the True Point of Beginning; thence
13 continuing westerly, North 82°55'45" West 10.00 feet to a line that is parallel with and
14 25.00 feet westerly of said easterly line of Lot 26; thence northerly along said parallel
15 line, North 07°04'15" East 6.81 feet; thence North 38°05'31" West 21.59 feet to a line
16 that is parallel with and 32.00 feet southerly of the northerly line of said Lot 26; thence
17 westerly along said parallel line, North 83°15'15" West 188.62 feet; thence North
18 06°44'45" East 2.50 feet to a line that is parallel with and 29.50 feet southerly of the
19 northerly line of said Lot 27; thence westerly along said parallel line, North 83°15'15"
20 West 54.00 feet; thence South 06°44'45" West 2.50 feet to a line that is parallel with and
21 32.00 feet southerly of the northerly line of said Lot 46; thence westerly along said
22 parallel line, North 83°15'15" West 317.35 feet to the westerly line of said Lot 63; thence
23 southerly along said westerly line, South 07°04'15" West 61.00 feet to a line that is
24 parallel with and 93.00 feet southerly of the northerly line of said Lot 63; thence easterly
25 along said parallel line, South 83°15'15" East 154.66 feet; thence North 06°44'45" East
26 42.30 feet to a line that is parallel with and 50.70 feet southerly of the northerly line of
27 said Lot 46; thence easterly along said parallel line, South 83°15'15" East 168.39; thence
28 North 06°44'45" East 16.10 feet to a line that is parallel with and 34.60 feet southerly of
29 said northerly line of Lot 46; thence easterly along said parallel line, South 83°15'15"
30 East 43.44 feet; thence South 06°44'45" West 20.15 feet to a line that is parallel with

P S O M A S

1 and 54.75 feet southerly of the northerly line of said Lot 27; thence easterly along said
2 parallel line, South 83°15'15" East 67.35 feet; thence North 06°44'45" East 10.00 feet to
3 a line that is parallel with and 44.75 feet southerly of said northerly line of Lot 27; thence
4 easterly along said parallel line, South 83°15'15" East 131.60 feet to a line that is parallel
5 with and 35.10 feet westerly of said easterly line of Lot 26; thence southerly along said
6 parallel line, South 07°04'15" West 19.30 feet; thence South 82°55'45" East 20.10 feet to
7 said line that is parallel with and 15.00 westerly of said easterly line of Lot 26; thence
8 northerly along said parallel line, North 07°04'15" East 10.00 feet to the True Point of
9 Beginning.

10

11 Contains 16,338 square feet, more or less.

12

13 This legal description is delineated on the accompanying "Exhibit B-Temporary
14 Construction Easement", is made a part hereof for reference purposes, and is not intended
15 to be used in the conveyance of land in violation of the Subdivision Map Act of the State
16 of California.

17

18

19 Prepared under the direction of

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Thomas P. McDermott, PLS 8555

Psomas

5/23/16

Date



EXHIBIT A-1

**ENGINEERING DRAWING(S) FOR
TEMPORARY CONSTRUCTION EASEMENT
RE SOUTH GATE MIDDLE SCHOOL IMPROVEMENTS**

(to be prepared and inserted by City and LAUSD)

Doc# 461743

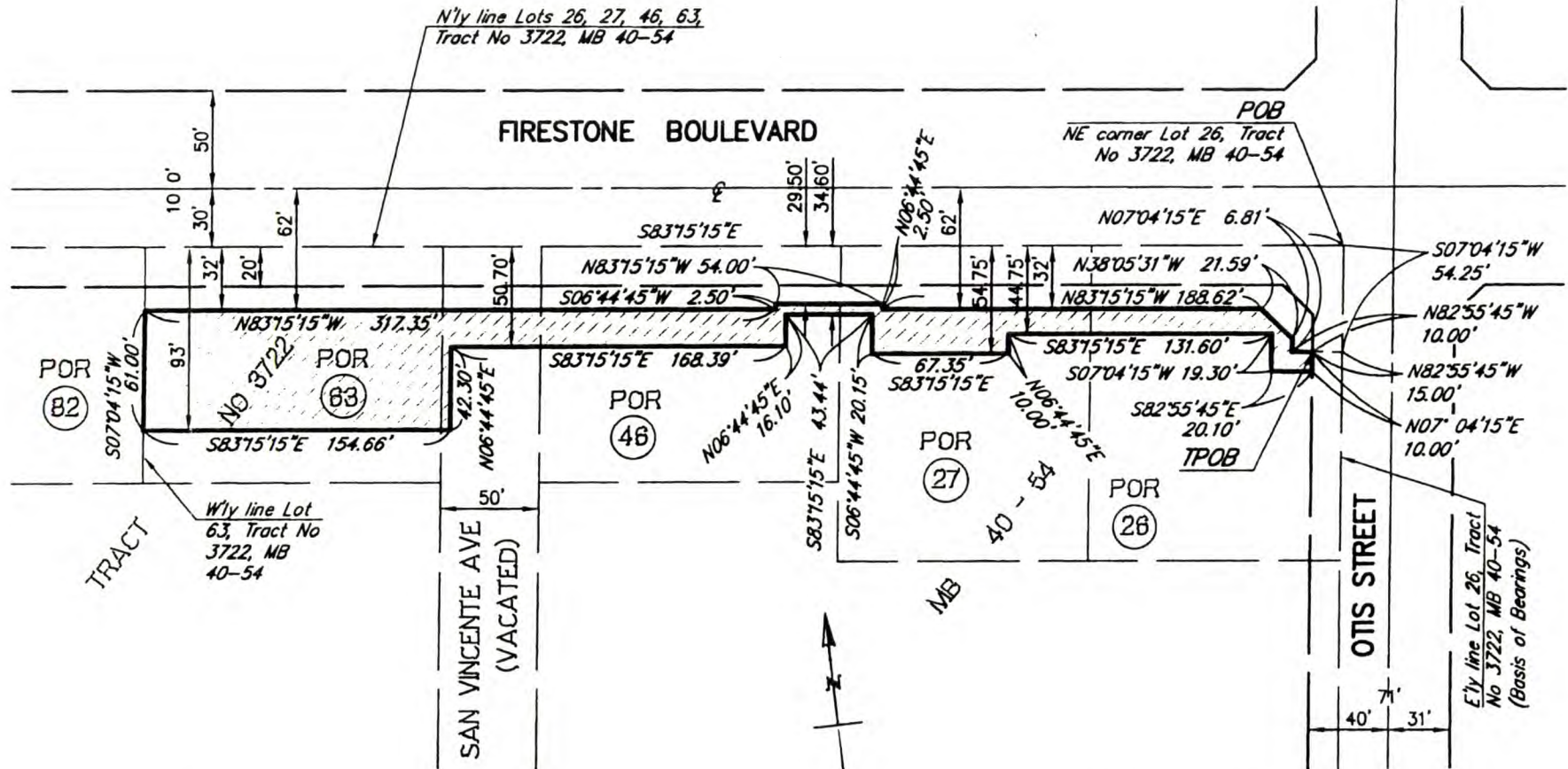
**EXHIBIT A-1
ENGINEERING DRAWINGS
TEMPORARY CONSTRUCTION EASEMENT**

SCALE: 1" = 80'

SHEET 1 OF 1 SHEET

EXHIBIT 'B' TEMPORARY CONSTRUCTION EASEMENT

IN THE CITY OF SOUTH GATE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



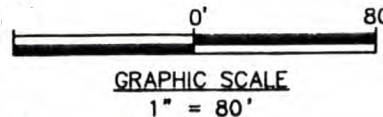
LEGEND



AREA OF LEGAL DESCRIPTION

DATE: 4/4/16 REVISED ON: 5/23/16
JOB NO: 1EPI030100 TASK 100

EPIC LAND SOLUTIONS



PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

V-8001_REC01

May 23, 2016 - 10:33:11 DWG Name: W:\EPI030100\SURVEY\LEGALS\PL-1602.dwg Updated By: thomas.mcdermott

EXHIBIT B

LEGAL DESCRIPTION

PERMANENT RIGHT OF WAY EASEMENT FOR APNs

(to be prepared and inserted by City and LAUSD)

Doc# 461743

**EXHIBIT B-1
LEGAL DESCRIPTION
PERMANENT EASEMENT**

LEGAL DESCRIPTION

STREET DEDICATION

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Portions of Lots 26, 27, 46 and 63 of Tract No. 3722 and a portion of vacated San Vincente Avenue, 50.00 feet wide as shown on the map of said Tract, in the City of South Gate, County of Los Angeles, State of California, as per Map recorded in Book 40, Page 54 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the northeast corner of said Lot 26; thence southerly along the easterly line of said Lot, South 07°04'15" West 54.25 feet; thence leaving said easterly line, North 82°55'45" West 15.00 feet to a point on a line that is parallel with and 15.00 feet westerly of said easterly line of Lot 26, said point being the True Point of Beginning; thence continuing westerly, North 82°55'45" West 10.00 feet to a line that is parallel with and 25.00 feet westerly of said easterly line of Lot 26; thence northerly along said parallel line, North 07°04'15" East 6.81 feet; thence North 38°05'31" West 21.59 feet to a line that is parallel with and 32.00 feet southerly of the northerly line of said Lot 26; thence westerly along said parallel line, North 83°15'15" West 188.62 feet; thence North 06°44'45" East 2.50 feet to a line that is parallel with and 29.50 feet southerly of the northerly line of said Lot 27; thence westerly along said parallel line, North 83°15'15" West 54.00 feet; thence South 06°44'45" West 2.50 feet to a line that is parallel with and 32.00 feet southerly of the northerly line of said Lot 46; thence westerly along said parallel line, North 83°15'15" West 317.35 feet to the westerly line of said Lot 63; thence northerly along said westerly line, North 07°04'15" East 12.00 feet to a line that is parallel with and 20.00 feet southerly of the northerly line of said Lot 63, said parallel line being also the southerly line of Firestone Boulevard as it now exists; thence easterly along said southerly line, South 83°15'15" East 570.28 feet and South 38°05'31" East 21.15 feet to said line that is parallel with and 15.00 feet westerly of the easterly line of said Lot 26; thence southerly along said parallel line, South 07°04'15" West 19.17 feet to the True Point of Beginning.

P S O M A S

1 Contains 7,114 square feet, more or less.

2

3 This legal description is delineated on the accompanying "Exhibit B- Street Dedication",
4 is made a part hereof for reference purposes, and is not intended to be used in the
5 conveyance of land in violation of the Subdivision Map Act of the State of California.

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9 Prepared under the direction of

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Thomas P. McDermott, PLS 8555

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Psomas

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5/23/16

Date



EXHIBIT B-1

**ENGINEERING DRAWING(S) FOR
PERMANENT EASEMENT RIGHT OF WAY
RE SOUTH GATE MIDDLE SCHOOL IMPROVEMENTS**

(to be prepared and inserted by City and LAUSD)

Doc# 461743

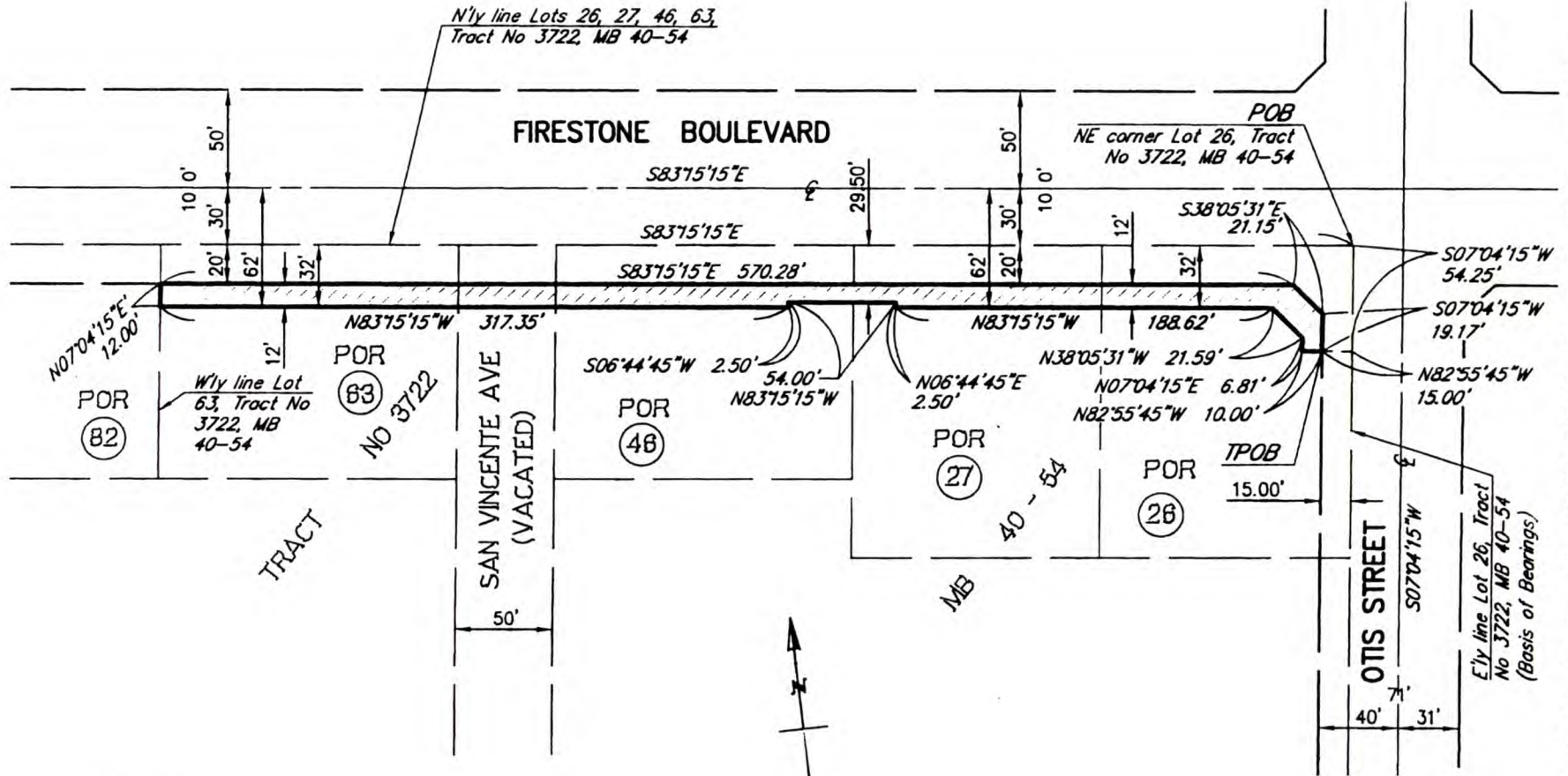
**EXHIBIT B-1
ENGINEERING DRAWINGS
PERMANENT EASEMENT**

SCALE: 1" = 80'

SHEET 1 OF 1 SHEET

EXHIBIT 'B' STREET DEDICATION

IN THE OF CITY SOUTH GATE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

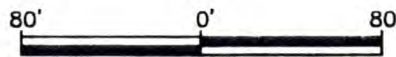


LEGEND



AREA OF LEGAL DESCRIPTION

DATE: 4/4/16 REVISED ON: 5/23/16
JOB NO: 1EPI030100 TASK 100



GRAPHIC SCALE
1" = 80'

EPIC LAND SOLUTIONS

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

| V-BD01_REC'D |

May 23, 2016 - 10:33:51 DWG Name: W:\EPI030100\SURVEY\LEGALS\PL-L001.dwg Updated By: thomas.mcdermott

EXHIBIT B-2
FINAL FORM OF RIGHT OF ENTRY
(to be attached)

Doc# 461743

EXHIBIT B-2
FINAL FORM OF RIGHT OF ENTRY

EXHIBIT C

FORM OF LAUSD EASEMENT DEED

(sample form of easement deed attached)

[SAMPLE]

Recording Requested By and
When Recorded Mail To:

City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes, P.E.
City Engineer and Director of Public Works

This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 6103.

EASEMENT GRANT DEED

THE UNDERSIGNED
GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$0
No Consideration

Easement interest only
 City of South Gate, County of Los Angeles

For valuable consideration, receipt of which is hereby acknowledged:

LOS ANGELES UNIFIED SCHOOL DISTRICT ("LAUSD" as grantor), a school district
duly organized and existing under the laws of the State of California,

Does hereby **GRANT AND CONVEY** to:

CITY OF SOUTH GATE (the "City" as grantee), a California municipal corporation:

1. *Temporary Construction Easement.* A temporary construction easement for right of
way, public road, street improvement, utilities, and other public purposes ancillary thereto over that
certain real property as described and depicted on Exhibits A and A-1 attached hereto and more fully
incorporated by this reference; and

2. *Permanent Easement.* A permanent easement for right-of-way, public road, parkway,
street improvement, utilities, and other customary public purposes ancillary thereto, over that certain
real property as legally described on Exhibit B and as depicted on Exhibit B-1, both attached hereto
and fully incorporated by this reference "ROW Easement"). As between LAUSD and the City, the
City shall have all maintenance, repair, replacement and other responsibilities and liabilities with
respect to said ROW Easement and the improvements within and on said ROW Easement.

Doc# 461743

3. *Condition Subsequent.* The temporary construction easement and permanent easement granted by this deed are subject to the following condition subsequent: In the event on and as of June 1, 2021, the City has not both (a) satisfied all of the "Conditions Precedent" (as defined in the MOU) set forth in that certain *Memorandum of Understanding and Agreement to Convey Right of Way Easement (LAUSD South Gate Middle School)* ("MOU") dated as of May __, 2016, and (b) completed the construction of the SGMS Improvements in accordance with the MOU, then, unless LAUSD and City agree otherwise in a writing executed prior to June 1, 2021, the easements granted hereunder shall be deemed extinguished and terminated and the City, as grantee, shall be deemed to relinquish all interests conveyed hereunder, and such interests shall revert in the grantor, LAUSD. In this regard, the City and LAUSD agree to promptly execute, acknowledge and record in the Official Records of Los Angeles County one or more instruments, if and as necessary, to affirm such extinguishment and reversion in LAUSD.

Dated: _____, 2016

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing under the
laws of the State of California

By: _____

Name: _____

Its: _____

CERTIFICATE OF ACCEPTANCE
Easement Grant Deed

This is to certify that the permanent easement deed on and over certain real property conveyed under the foregoing **PERMANENT EASEMENT GRANT DEED** ("Easement Deed") dated as of _____ 2016 conveyed and granted by **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California, to the **CITY OF SOUTH GATE**, a California municipal corporation ("City"), is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to action of the City Council of the City of South Gate on _____, 2016 and the City consents to recordation of this LAUSD Easement Deed by its duly authorized officer and shall comply with the terms and conditions of such LAUSD Easement Deed.

Dated : _____

CITY OF SOUTH GATE,
a California municipal corporation

By: _____
Maria Davila, Vice Mayor

ATTEST:

Carmen Avalos, City Clerk

Doc# 461743

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 LOS ANGELES) ss

On _____, before me, _____, Notary Public,
 (Print Name of 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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title Or Type Of Document

- Title(s)
- Partner(s) Limited General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

Number Of Pages

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

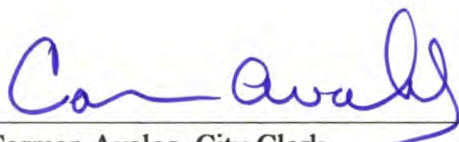
RESOLUTION CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 7709 was adopted by the City Council at their Regular Meeting held on May 24, 2016, by the following vote:

Ayes: Council Members: De Witt, Davila, Bernal, Hurtado and Morales,
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Witness my hand and the seal of said City on June 6, 2016.


Carmen Avalos, City Clerk
City of South Gate, California