

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs 7212-005-064, -076 and -077

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Spring Street Pumping Plant Facility Improvements)

This Temporary Construction Easement Agreement (“**Agreement**”) is dated _____, 2021 (the “**Effective Date**”) and is among **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), **DAVIS SIGNAL HILL ASSOCIATES, LTD.**, a California limited partnership (“**Davis**”), and **RUSSELL ROBINETT, SUCCESSOR TRUSTEE OF THE ALDA C. JONES TESTAMENTARY TRUST, PURSUANT TO COURT ORDER DATED DECEMBER 10, 1968** (“**Jones Trust**”). Davis and Jones Trust are referred to collectively as “**Grantor**”. The District and Grantor are each a “**Party**” and together are the “**Parties**.”

Grantor is the owner of approximately 4 acres of real property located at 2100 E. Spring Street, Signal Hill, California 90755, identified as Los Angeles County Assessor’s Parcel Numbers 7212-005-064, -076 and -077, and described in Exhibit A (the “**Property**”). Davis owns APN 7212-005-064 and Jones Trust owns APNs 7212-005-076 and -077. Grantor leases the Property to the City of Signal Hill, a municipal corporation (“**City**”), which subleases the Property to the Glenn E. Thomas Company, Inc., a California corporation (the “**Dealership**”), for sales and service of Dodge, Chrysler and Jeep vehicles.

The District owns, operates, and maintains the Spring Street Pumping Plant, a sewage lift station that serves the residents and businesses of Signal Hill and is located at 2200 E. Spring Street, Signal Hill, California 90755 (the “**Pumping Plant**”). The Pumping Plant is located on the Property within existing perpetual easements previously obtained by the District from Grantor.

In order to improve the reliability of the Pumping Plant, the District must construct various improvements to the electrical systems, pumps, wet well, and appurtenances (collectively, the “**Project**”). This Agreement is intended to address the District’s need to temporarily utilize and occupy approximately 6,500 square feet of the Property for the purpose of completing construction of the Project. The Project improvements to be constructed by the District will be located within the District’s existing perpetual easements.

Grantor and District now wish to enter into this Agreement subject to the following conditions:

1. Grant of Easement. Grantor hereby grants to the District a Temporary Construction Easement (“TCE”) to enter the Property for the purposes of constructing the Project. The TCE includes the right of ingress and egress in, on, over, under, through, and across the Property, together with the full right and authority of the District, its officers, agents, and employees, and by persons under contract with the District, to enter upon the Property with machinery, trucks, materials, tools and other equipment that may be useful or required to complete the Project. The TCE includes the right to temporarily utilize and occupy an approximately 6,500 square foot portion of the Property (“TCE Area”), at the location and with the dimensions shown on Exhibit B, for the purpose of construction staging, laydown, and materials storage.
2. Additional Consents. The City and the Dealership are informed of the terms, conditions and requirements of this Agreement. The City’s acknowledgement and consent is confirmed in Exhibit C, attached hereto and incorporated herein by this reference. The Dealership’s acknowledgement and consent is confirmed in Exhibit D, attached hereto and incorporated herein by this reference.
3. Commencement. For purposes of this Agreement, the “**Commencement Date**” means the first business day that is 10 calendar days after the District has provided notice to the Dealership of its intent to commence construction activities in the Property (the “**Commencement Notice**”).
4. Preconstruction Coordination Meeting. At least 48 hours prior to the Commencement Date, the District’s contractor will hold a preconstruction meeting at the Property with the Dealership to discuss the Project schedule, sequence of construction, access routes, site security, etc. and to coordinate Project activities in order to minimize disruption to the Dealership’s operations on the Property.
5. Term. The “**Term**” of this Agreement shall be 12 months from and after the Commencement Date. The Term may be extended by the District on a month-to-month basis, if necessary to complete the Project, upon written notice by the District to the Dealership. The District will pay additional compensation to the Dealership and City for any extended Term as indicated in Sections 10 and 11 of this Agreement. The District may reduce the Term of this Agreement if the Project is completed in less than 12 months.
6. Working Days and Hours. The District’s contractor will be permitted access to the Property to construct the Project from 7 a.m. to 5 p.m., Monday through Friday. Access to the Property will also be permitted outside these days and hours upon prior request by the District to the Dealership in order to complete certain Project activities.
7. Project Activities. The Project will include the following major activities on the Property:
 - a. Install new above-ground electrical transformer with below-ground duct bank.
 - b. Install new above-ground electrical panel.
 - c. Reconstruct a portion of the wet well, including setup and operation of a temporary above-ground sewage bypass system during reconstruction.
 - d. Construct a new below-ground control room above the existing wet well.
 - e. Replace existing below-ground electrical panels and switchboards with new equipment in the new below-ground control room.

- f. Replace pumps, piping, valves, and ventilation system in the existing below-ground pumping plant.
 - g. Raise the Dealership's eastern billboard sign along Spring Street a minimum of 5 feet to maintain sight lines over the new electrical transformer.
- 8. Site Restoration. After completion of the Project, the District will restore the TCE Area to its preconstruction condition, to the extent reasonably feasible and possible.
- 9. Site Repairs. The District will repair any damage to the Property that results from the District's activities under this Agreement.
- 10. Compensation to Dealership. The District will make a monthly payment to the Dealership of \$29,720 for the Term of this Agreement, including any extensions (the "**Dealership Payment**"), in exchange for the granting of the TCE. The first Dealership Payment will be paid to Dealership together with the Commencement Notice, and each subsequent monthly Dealership Payment will be paid every 30 days thereafter.
- 11. Compensation to City. The District will make a lump sum payment to the City of \$36,000 on the Commencement Date (the "**City Payment**") as compensation for the projected loss of vehicle sales tax income to the City as a result of this Agreement. If the District extends the Term, the District will make a monthly payment to the City of \$3,000 for each month the Term is extended.
- 12. Additional Insured. Grantor, City, and the Dealership will be named as additional insured on the liability insurance policy obtained by the District's contractor.
- 13. Indemnity. The District shall indemnify, defend and hold harmless Grantor, City, and the Dealership, including their officers, agents, employees, contractors, successors, and assigns from any and all liability, claim, loss, cost, lien or damage to the extent proximately caused by the District, its officers, agents, or employees and arising out of the District's activities under this Agreement.
- 14. No Interference. Grantor, City, and the Dealership shall not interfere, and shall ensure that its officers, agents, employees, contractors, and agents do not interfere, with the District's exercise of the rights granted by this Agreement. Grantor, City, and the Dealership shall be liable to the District for any damages incurred by the District arising out of any violation of this paragraph.
- 15. Notice. Any notice related to this Agreement must be in writing and delivered personally or by U.S. Mail or nationally-recognized overnight service to the addresses below, which addresses may be changed at any time upon written notice:

To District:

County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Supervisor, Property Management Group
(562) 908-4288, ext. 2762

To Dealership:

Mr. John Davis, Vice President
Glenn E. Thomas Company, Inc.
2100 E. Spring Street
Signal Hill, CA 90755
(562) 426-5111

To City:

City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
(562) 989-7300

To Grantor:

Mr. Russell Robinett
Russell Robinett & Alda C. Jones Trust
32521 Via Los Santos
San Juan Capistrano, CA 92675
(949) 496-9428

Mr. John Davis
Davis Signal Hill Associates, Ltd.
2100 E. Spring Street
Signal Hill, CA 90755
(562) 426-5111

16. Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
17. Choice of Law. This Agreement will be governed by and construed in accordance with and interpreted under the laws of the State of California.
18. Counterparts. This Agreement, including Exhibits C and D, may be executed in any number of original counterparts. Any such counterpart, when executed, will constitute an original of this Agreement, and all such counterparts when appropriately delivered between the parties together will constitute one and the same final Agreement.
19. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
20. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto, and those signing Exhibits C and D warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said

Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[Signature Page Immediately Follows]

The Parties are signing this Agreement as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

DAVIS SIGNAL HILL ASSOCIATES, LTD.

By: _____
Name: John Davis
Title: Officer

**RUSSELL ROBINETT, SUCCESSOR TRUSTEE
OF THE ALDA C. JONES TESTAMENTARY
TRUST, PURSUANT TO COURT ORDER
DATED DECEMBER 10, 1968**

By: _____
Name: Russell Robinett
Title: Trustee

[Signatures must be notarized]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

On May 13, 2021 before me, Margarita E. Cabrera, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared John Davis
Name(s) of Signer(s)

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 Margarita E. Cabrera
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

On May 13, 2021 before me, Margarita E. Cabrera, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Russell Robinett
Name(s) of Signer(s)

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 Margarita E. Cabrera
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

Legal Description of Property

The land referred to herein is located in the City of Signal Hill, County of Los Angeles, State of California, and is described as follows:

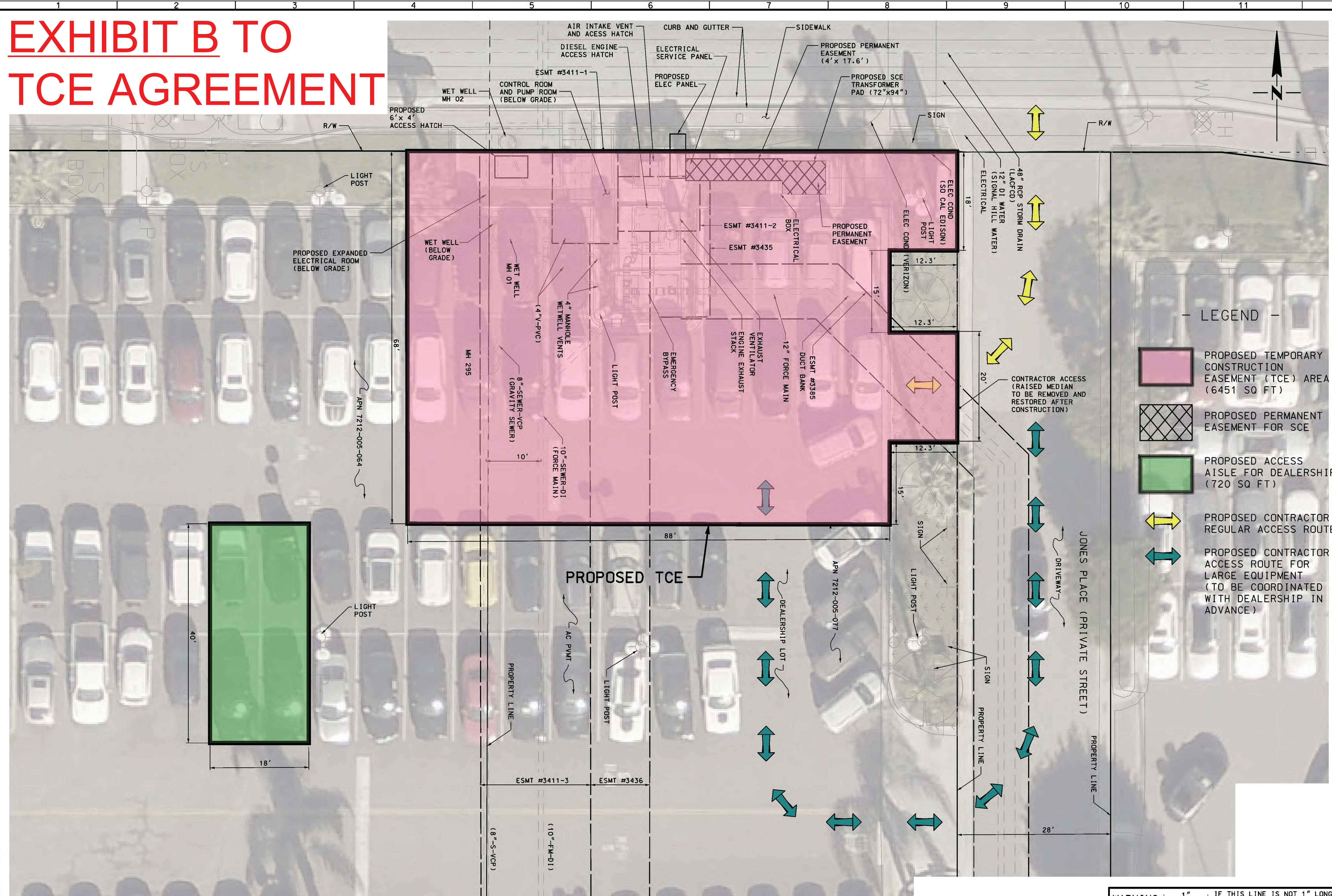
APN 7212-005-064

Parcel 1 of Parcel Map No. 20464 in the City of Signal Hill, County of Los Angeles, State of California, as per map filed in Book 262 Pages 16 to 21 of Parcel Maps, in the Office of the County Recorder of said County

APN 7212-005-076 and 7212-005-077

Parcels 3 and 4 of Parcel Map No. 26362 in the City of Signal Hill, County of Los Angeles, State of California, as per map filed in Book 306 Pages 35 to 37 of Parcel Maps, in the Office of the County Recorder of said County

EXHIBIT B TO TCE AGREEMENT



LEGEND

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE) AREA (6451 SQ FT)
- PROPOSED PERMANENT EASEMENT FOR SCE
- PROPOSED ACCESS AISLE FOR DEALERSHIP (720 SQ FT)
- PROPOSED CONTRACTOR REGULAR ACCESS ROUTE
- PROPOSED CONTRACTOR ACCESS ROUTE FOR LARGE EQUIPMENT (TO BE COORDINATED WITH DEALERSHIP IN ADVANCE)

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY, CALIFORNIA

DESIGNED	MM/2020
DRAWN	MM/2020
CHECKED	MM/2020
REVIEWED	MM/2020

SPRING STREET PUMPING PLANT
FACILITY IMPROVEMENTS

SCALE:
SHEET NO.
DWG. NO. **JO-g-1311**

WARNING 1" IF THIS LINE IS NOT 1" LONG, THEN DWG IS NOT TO SCALE.

21-APR-2020 09:16 m: chde | f: loraes MSTN: JAO_Full-Color-Poche.pn pwr://1/1715.lacsd.org/PW/LACSD/Documents/LACSD/Projects/PP/SpringSt/ProjectDwg/10-g-1311/c/fig_w_photo.dgn

FOR REVIEW ONLY SPECIAL PROVISIONS DOC NO. H G F D C B A

EXHIBIT C

City of Signal Hill Consent to TCE Agreement

The City of Signal Hill, a municipal corporation (“**City**”), leases the real property located at 2100 E. Spring Street, Signal Hill 90755 (“**Property**”) from Russell Robinett, Successor Trustee of the Alda C. Jones Testamentary Trust, Pursuant to Court Order Dated December 10, 1968 (collectively, “**Owner**”), pursuant to the Master Ground Lease dated December 21, 1993 between the Signal Hill Redevelopment Agency and Alda C. Jones Trust. The lease was subsequently assigned to the City of Signal Hill on March 15, 2011. The City leases the property to Davis Signal Hill Associates, Ltd. The Property is the subject of the attached Temporary Construction Easement (“**TCE**”) Agreement granted by Owner to County Sanitation District No. 2 of Los Angeles County (“**District**”). The City hereby consents to the terms and conditions in the TCE Agreement.

Date: _____

CITY OF SIGNAL HILL

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT D

Glenn E. Thomas Company, Inc. Consent to TCE Agreement

The Glenn E. Thomas Company, Inc., a California corporation (“**Dealership**”), subleases the real property located at 2100 E. Spring Street, Signal Hill 90755 (“**Property**”) from Davis Signal Hill Associates, Ltd. and Russell Robinett, Successor Trustee of the Alda C. Jones Testamentary Trust, Pursuant to Court Order Dated December 10, 1968 (collectively, “**Owner**”). The Property is the subject of the attached Temporary Construction Easement (“**TCE**”) Agreement granted by Owner to County Sanitation District No. 2 of Los Angeles County (“**District**”). The Dealership hereby consents to the terms and conditions in the TCE Agreement.

Date: 5/13/2021

GLENN E. THOMAS COMPANY, INC.

By:  _____

Name: John Davis

Title: President.