AUG 0 3 2011

REPORT OF GENERAL MANAGER

OARD OF RECREATION and PARK COMMISSIONERS

NO	11-225
C.D.	4

DATE August 3, 2011

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SUNNYNOOK RIVER PARK (W.O. #E1007198) PROJECT – THIRTY-YEAR LEASE AGREEMENT WITH THE DEPARTMENT OF WATER AND POWER FOR THE USE, OPERATION, AND MAINTENANCE OF THE

SUNNYNOOK RIVER PARK AREA

R. Adams	K. Regan		
H. Fujita	*M. Shull	cm p	
V. Israel	N. Williams	<i>U</i>	\wedge
			General Manager
Approved		Disapproved	Withdrawn

RECOMMENDATIONS:

That the Board:

- 1. Approve a proposed Lease, substantially in the form on file in the Board Office, between the Department of Recreation and Parks (RAP) and the Department of Water and Power (DWP) for the use, operation, and maintenance of the Sunnynook River Park land for thirty (30) years, located on the west side of the Los Angeles River to the north of Glendale Boulevard (as depicted in Exhibit A), subject to the approval of the Mayor and the City Council, and the City Attorney as to form;
- 2. Direct the Board Secretary to transmit the proposed Lease to the Mayor in accordance with Executive Directive No. 3 for approval, and concurrently to the City Attorney for review and approval as to form;
- 3. Authorize the Board President and Secretary to execute the agreement upon receipt of the necessary approvals; and,

REPORT OF GENERAL MANAGER

PG. 2 NO. __11-225

4. Approve and authorize improvements approved by the DWP to the existing City of Los Angeles property which is under the control of DWP, located on the west side of the Los Angeles River to the north of Glendale Boulevard, a portion (approximately 42,192 square feet or 0.96 acres) of the parcel further identified by Los Angeles County Assessor's Parcel Number (APN) 5435-039-903.

SUMMARY:

The project provides for the construction of a park along the existing bike path on the west side of the Los Angeles River. The area will serve as a rest area for both pedestrians and bicyclists, be landscaped with native vegetation, and have amenities such as a picnic area, benches, educational signage and art. On November 27, 2007, the City Council adopted a motion (Council File (CF) No. 07-3723) to approve the submission of a grant application to the California Resources Agency for the Sunnynook River Park project by the Bureau of Engineering (BOE). On June 25, 2008, a motion (CF No. 07-3723-S1) was adopted approving the submission of a grant application by the BOE to the Santa Monica Mountains Conservancy (SMMC) for the Sunnynook River Park project.

The Resources Agency, the California Transportation Commission has awarded to the City a grant in the amount of \$350,000 and the SMMC has awarded to the City a grant in the amount of \$1,350,000.

A portion of the Sunnynook River Park project's land is owned by Caltrans and is located between the Interstate 5 (I-5) Freeway and the DWP property. There is an Agreement for Maintenance of Landscape Area within State Highway Right of Way between the City of Los Angeles and Caltrans, Permit No. 708-NLF-1868 executed on November 12, 2009.

RAP proposes to enter into a thirty-year (30) lease with DWP for the portion of this project, approximately 0.96 acre, owned by the City of Los Angeles under the control of DWP, for the construction of landscaping and park facilities, all administrative and program activities in conjunction with the Subject Property's use as a park including any and all recreational, education and community programs within and all necessary and related administrative and maintenance activities.

Leasing of the Premises to RAP will provide the public the benefit of a safe park that will result in the creation of a continuous loop trail around this segment of the River, with a walking path, interpretive signage, enhanced habitat, and water quality improvements. The project will provide a vital pedestrian connection to the Los Angeles River for the large population that visits Griffith Park as well as to the communities of Silver Lake and Atwater Village. The park will be a key destination along the River, providing critical connections to existing facilities, along a heavily-used portion of the river bikeway, to a pedestrian bridge over the River, to a pedestrian bridge over the I-5 Freeway and to existing recreation facilities and Griffith Park.

REPORT OF GENERAL MANAGER

PG. 3 NO. __11-225

This project has support from the Department of Water and Power, the Councilmember for the Fourth District, RAP Assistant General Manager for Branch Operations and the Superintendent for the Griffith-Metro Region.

FISCAL IMPACT STATEMENT:

The project will be funded by a combination of the aforementioned funding sources. Upon commencement of this Lease, Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the first five (5) year period of the Lease agreement which sum is payable in a lump sum of \$5.00 within 60 days of execution of this Lease and the fee for the next 25 years will be negotiated. Future operations and maintenance costs amounting to \$25,000 a year will be included in future departmental annual budget requests to maintain this facility, which includes a part time staff, materials and supplies. This request will provide four hours of maintenance per day, seven days a week, year round. If the funding is not granted, this facility will be included in the existing Metro Region routes resulting in a reduction in core functions on the existing route. Upon development of this project, fiscal impact could increase for maintenance.

This report was prepared by Renee Curtis, Project Manager, the Department of Public Works, Bureau of Engineering, Architectural Division, and Cid Macaraeg, Senior Manager Analyst II, Department of Recreation and Park, Real Estate and Asset Management Division. Reviewed by Larry Hsu, Manager, Los Angeles River Project Office, the Department of Public Works, Bureau of Engineering; and, Michael A. Shull, Superintendent, Department of Recreation and Parks, Planning, Construction, and Maintenance Division,

REPORT OF GENERAL MANAGER

PG. 4 NO. <u>11-225</u>

ATTACHMENTS:

- 1. Lease Agreement
- 2. Exhibit A Assessor Parcel Number 5435-039-903 Map
- 3. Exhibit B Sunnynook River Park Project
- 4. Exhibit C Standard Conditions for Construction
- 5. Exhibit D Guidelines for Landscaping Purposes (Transmission Line Rights of Way)
- 6. Exhibit E Understanding EMT Electric and Magnetic Fields

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this	day of
, by and between THE LOS ANGELES DEPART	MENT OF
WATER AND POWER, (hereinafter referred to as "Lessor" or alternatively "L	ADWP"), and
LOS ANGELES DEPARTMENT OF RECREATION AND PARKS (hereinafter	
as "Lessee") for and in consideration of the keeping and performance by Les	see of the
terms and conditions hereof:	

WHEREAS, The Los Angeles Department of Water and Power (LADWP) in Resolution No. 005-276, has taken action to fund and enter into Cooperative Agreement No. EDG-05-052 to participate in and fund the development of the Long-Term Master Plan for Revitalization of the Los Angeles River (LA River) and has since passed Resolution No. 008-095 to approve a Cooperative Agreement (EDG07-064) to implement the Los Angeles River Revitalization Master Plan (Implementation Agreement) and has identified important LADWP interests that will be served by its full cooperation and participation in this plan; and

WHEREAS, LADWP, the Los Angeles Department of Recreation and Parks, and the Los Angeles Department of Public Works, Bureau of Engineering have been tasked with the development of improvements to property adjacent to the LA River for recreational and other uses; and

WHEREAS, the Implementation Agreement identifies certain areas along the LA River to be developed as public park and the area subject to this lease, which will be known as Sunnynook River Park, is one such identified area; and

WHEREAS, the property subject to this lease is owned by the City of Los Angeles and is under the control of LADWP and is utilized by LADWP as a transmission right-of-way; and

WHEREAS, LADWP would like to make the portions of the right-of-way available for use by its ratepayers and the inhabitants of the City of Los Angeles; and

WHEREAS, LADWP has possession, management and control of all water and water rights in the LA River and in concert with the Los Angeles River Revitalization Master Plan, has an interest in controlling the uses and the environment along the LA River in order to enhance water quality and improve the ecological functioning of the LA River; and

THEREFORE, in consideration of the promises and covenants made herein, the Parties to this Lease Agreement do hereby agree as follows:

- 1. Lessor does hereby lease to Lessee that certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of LADWP for the purpose of park uses over a portion of LADWP's property as shown on the drawing marked Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "Subject Premises"). LADWP finds that: (1) the limited use of the property permitted under this Lease Agreement is not presently needed for LADWP purposes; and (2) entering into this Lease Agreement will not interfere with LADWP's current purposes or uses of the property; and (3) the proposed use is in conformance with the Los Angeles River Revitalization Master Plan and therefore, as part of the plan, furthers a public purpose and the interests of LADWP. The gross leased area is estimated to be 42,192 square feet.
- 2. Lessor desires to lease the Subject Premises to Lessee and Lessee desires to lease same from Lessor upon all of the terms and conditions contained herein.

3. TERM

This Lease shall commence upon the effective date and terminate thirty (30) years thereafter. "Effective Date" shall mean the first date upon which all of the following shall have occurred: (1) this Agreement has been signed by LADWP by the person authorized by the Board of Commissioners of LADWP to sign on its behalf and also signed by the person authorized by the Board of Recreation and Parks Commissioners; (2) this Agreement has been approved by the Board of the respective parties; and (3) the Office of the City Attorney has indicated in writing its approval of this Lease Agreement as to form and legality.

4. USE

The uses specifically allowed pursuant to this Lease Agreement are:

- a. The construction of landscaping and park facilities as agreed to by LADWP, as shown on Exhibit "B", in addition to any modifications, changes or alterations agreed to in writing between the Parties hereto.
- b. All necessary administrative and program activities in conjunction with the Subject Property's use as a park including any and all recreational, educational and community programs involved therewith.
- c. All necessary and related administrative and maintenance activities associated therewith:

5. RENT

Upon commencement of this Lease, Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the first five (5) year period of the lease agreement which sum is payable in a lump sum of \$5 within 60 days of execution of this Lease. Pursuant to Charter Section 607, the Board of Water and Power Commissioners shall set the rent for each five year period thereafter. All payments subsequent to the initial payment shall reference LADWP File P-83392, and be sent to the following address:

Department of Water and Power Attention General Accounting, I.C. Section P. O. Box 51212 -Room 434 Los Angeles, California 90051-0100

SUBORDINATION

The rights granted under this lease are subject to and subordinate to the prior and continuing rights and obligations of LADWP to use the Subject Premises in the exercise of its power and in the performance of its duties, including those as a City-owned electric power utility. Accordingly there is reserved and retained unto LADWP the right to use the Subject Premises to construct, reconstruct, maintain, repair, and use, among other things, existing and future transmission line facilities, and appurtenances in, upon, over, under, across and along the entire subject transmission right of way. LADWP may make reasonable efforts to restore affected or disturbed improvements as a result of such activities.

7. UTILITIES

Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Subject Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Subject Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

- 8. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of its rights under the terms and conditions of this Lease.
- 9. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Subject Premises, including, without limitation, security, trash collection, and extermination.

10. NOTICES

Any notices, correspondence or other communication given between the parties herein shall also reference LADWP File P-83392 and be given as follows:

To: Department of Water and Power Attention Real Estate Section P. O. Box 51111, Room 1031 Los Angeles, California 90051-0100

To: Department of Recreation and Parks Attention Real Estate Division 221 North Figueroa Street, Suite 100 Los Angeles, California 90012

Phone Number: 213.367.0579 Phone Number: 213.202.2608 Fax Number: 213.367.0746 Fax Number: 213.202.2612

11. Lessee shall notify LADWP of any changes in Lessee's mailing address and

daytime telephone number within ten (10) days of any changes. Any notice to LADWP shall be given by delivering such notice to the Real Estate Business Group of said LADWP or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

12. PERMITS

Any improvements or changes to the Subject Premises by Lessee are required to be fully permitted and are subject to Lessor's written approval prior to the commencement of construction.

- 13. All work done pursuant to the terms of this agreement shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein. Moreover, Lessee shall be responsible for applying for and obtaining all necessary permits, licenses or other authorization as well as appropriate inspections required for the lawful and proper construction and installation of the improvements and parking facilities constructed on the Subject Premises.
- 14. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereof. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

15. RESTORATION

Upon any termination of this Lease, Lessee shall surrender the Subject Premises in a neat and clean condition, normal wear and tear excepted. Lessee shall complete restoration of the Subject Premises to its original condition or better prior to termination of this Lease. Restoration of the Subject Premises shall include, but not be limited to, removal of all of Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall remove all improvements unless otherwise instructed in writing by LADWP. Lessee shall call the LADWP's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of Lessee's improvements on the right of way in order to determine which improvements, if any, will be allowed to remain. All improvements existing upon the Subject Premises at the conclusion of this Lease shall become the property of LADWP.

a. Upon expiration or termination of this Lease, LADWP will expeditiously conduct an inspection of the right of way to determine if restoration has been completed by Lessee. If LADWP determines that restoration has not been completed upon expiration or termination of this Lease, LADWP may restore said leased area entirely at the risk and expense of the Lessee.

16. INDEMNIFICATION

Lessee will hold harmless, defend and indemnify Lessor from any and all claims of any type or nature whatsoever that may come against Lessor arising by reason of or incident to this lease with the exception of claims alleging or asserting that a third party suffered injury and/or

death, or property damage resulting directly from Lessor's maintenance or operation of its transmission lines facilities, and appurtenances on the Subject Premises.

Lessor will hold harmless, defend and indemnify Lessee from any and all claims of any type or nature whatsoever that may come against Lessee alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its transmission lines facilities, and appurtenances on the Subject Premises.

17. HAZARDOUS SUBSTANCES

Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors or employees onto the premises.

Upon termination of the agreement for whatever reason, Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. sea.1: the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act (49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act 42 (USCS §§11 001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seg.] the California Hazardous Substances Account Act [H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act (H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.]; the Porter-Cologne Water Quality Act [Wat. C. §§13000 et. seg. I together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental

body having jurisdiction there over.

19. OTHER

Lessor reserves the right to cross the Subject Premises to access its transmission lines as necessary. Lessor may require a dual lock system to allow 24 hour access to the right of way.

- 20. The Subject Premises, if graded, must be graded to drain to an approved drainage facility. Ponding or flooding conditions shall not be allowed, especially around the transmission towers. All drainage shall flow off the right of way.
- 21. "Record drawings" showing all plans and profiles of Lessee's project shall be furnished to the Real Estate Business Group, Department of Water and Power, P.O. Box 51111, Room 1031, Los Angeles, CA 90051-0100, within thirty days after completion of Lessee's project.
- 22. Lessee has prepared plans and specifications for the construction of the improvements as described in Exhibit "B." Such plans and specifications are attached hereto as Exhibit "B" and incorporated herein. Lessee shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities necessary to permit the construction of the improvements on the Subject Premises and shall keep same in full force and effect at Lessee's cost.
 - a. Lessee shall keep the Subject Premises free and clear of all liens during the construction of any improvements initiated by Lessee. Should Lessee fail to do so, or to have any liens removed from the property within thirty (30) days of notification to do so by the Lessor, in addition to all other remedies available to the Lessor, Lessor shall have the right but not the obligation to take action to remove each lien, Lessee shall indemnify and hold Lessor harmless for all costs and expenses, including attorney's fees, actually incurred by Lessor in having any liens removed from the Subject Premises;
 - b. Lessee shall have sole authority to negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the Subject Premises at its cost. Lessee shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.
- 23. Subject to the provisions of Section 12, Lessee shall have the right, at its sole expense, from time to time, to make changes to the Subject Premises as Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not impair the geological soundness of the Subject Premises.
 - a. Lessee shall also be responsible to make all necessary repairs to the

Subject Premises including necessary maintenance keeping the Subject Premises and improvements in good order and condition. Lessee shall not be responsible for reasonable wear and tear or for any maintenance or replacement necessitated as the result of the act or omission or negligence of the Lessor, its employees, agents, or contractors.

- 24. Lessor shall have the right at all times to post and keep posted on the Subject Premises any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the Subject Premises, and any other party having an interest therein, from liens, and Lessee shall give to Lessor at least three (3) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the Subject Premises.
- 25. This Lease and all of the rights hereunder given are personal to Lessee and is not assignable, and any attempt to do so shall be void and shall confer no right of any third party.
- 26. Lessee hereby acknowledges that this agreement is a Lease only and does not constitute any interest or ownership in the Subject Premises.
- 27. Lessee shall be responsible for maintenance of the entire Subject Premises in a neat, clean, and weed-free condition, including landscaping and parkways between fences and public streets. Lessee shall further be responsible for all brush clearance activities on the Subject Premises. Lessee will at all times remain in compliance with brush clearance requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.
- 28. Lessee shall take all reasonable measures to minimize disturbances to neighboring businesses or residences, including control of dust from their activities, and shall assume the responsibility to resolve any complaints/disputes from adjacent property owners or the public.
 - 29. Storage of flammable liquids is not permitted within the Subject Premises.
 - 30. No new trees are allowed within the Subject Premises
- 31. No structures shall be installed within the Subject Premises without prior approval of LADWP.
- 32. If LADWP determines at any time during construction that the Lessee's efforts are hazardous or detrimental to LADWP's facilities, LADWP shall have the right to immediately stop said construction until further notice.
- 33. LADWP shall not be liable for any damage to the irrigation system, plants/trees and containers, or other facilities placed on the Subject Premises because of LADWP's operation and maintenance.

- 34. Conditions Nos. 1, 3 to 5, 9, 11A, 13 through 16, 17B, 18, 20 and 23A of the Standard Conditions for Construction shall apply and are hereby incorporated into this lease as Exhibit "C".
- 35. Landscaping Policy, Terminology and Overview, and Guidelines Nos. 1 through 9, and 11 through 14 of the Guidelines for Landscaping Purposes shall apply and are hereby incorporated into this lease as Exhibit "D".
- 36. Lessee is hereby notified that facilities of LADWP may exist on the Subject Premises. Lessee shall take reasonable precautions and actions to avoid infringing, interfering or damaging any installations by itself, its employees and/or agents.
 - 37. Lessee hereby acknowledges receipt of an information package consisting of:
 - (a) Understanding EMF Electric Magnetic Fields, Exhibit "E".
 - (b) Additional Information pertaining to EMF can be obtained via the internet at: http://www.ladwp.com/ladwp/cms/ladwp004153.jsp

Lessee undertakes and agrees to distribute all the information in said package to all personnel working under Lessee's direction and control.

- 38. Any provision of this Agreement may be amended only by a written document signed by the parties hereto.
- 39. This Agreement constitutes the full and complete agreement of the Parties regarding its subject matter and any prior agreements or arrangements are hereby superseded.
- 40. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter and the singular shall include the plural and the plural shall include the singular, as the context and /or the identity of the person, persons, entity or entities so require. Furthermore, any reference to any party hereto shall include where relevant its agents, heirs, attorneys, representatives, successors, assigns, employees, officers, and/or directors.
- 41. If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- 42. This agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement or contract, binding on all the parties hereto, notwithstanding that all the parties have not signed the same counterpart.

- 43. This Agreement was prepared by both parties and shall not be strictly construed against any party hereto as the drafter of this Agreement.
- 44. Each party will do such further acts, including executing and delivering additional agreements or instruments as the other may reasonably require, to consummate, evidence or confirm the agreements contained in this Agreement.

1

-9-

remedies, obligations or liabilities under or by reason of this Agreement. APPROVED: ARAM BENYAMIN Senior Assistant General Manager -Power System DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY **BOARD OF WATER AND POWER COMMISSIONERS** OF THE CITY OF LOS ANGELES By: _____ Dated: And: _____ **LESSOR** CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS By: __ President Secretary DATE:____ LESSEE

Except as expressly provided herein, nothing in this Agreement, express or

implied, is intended to confer upon any party, other than the parties hereto, any rights,

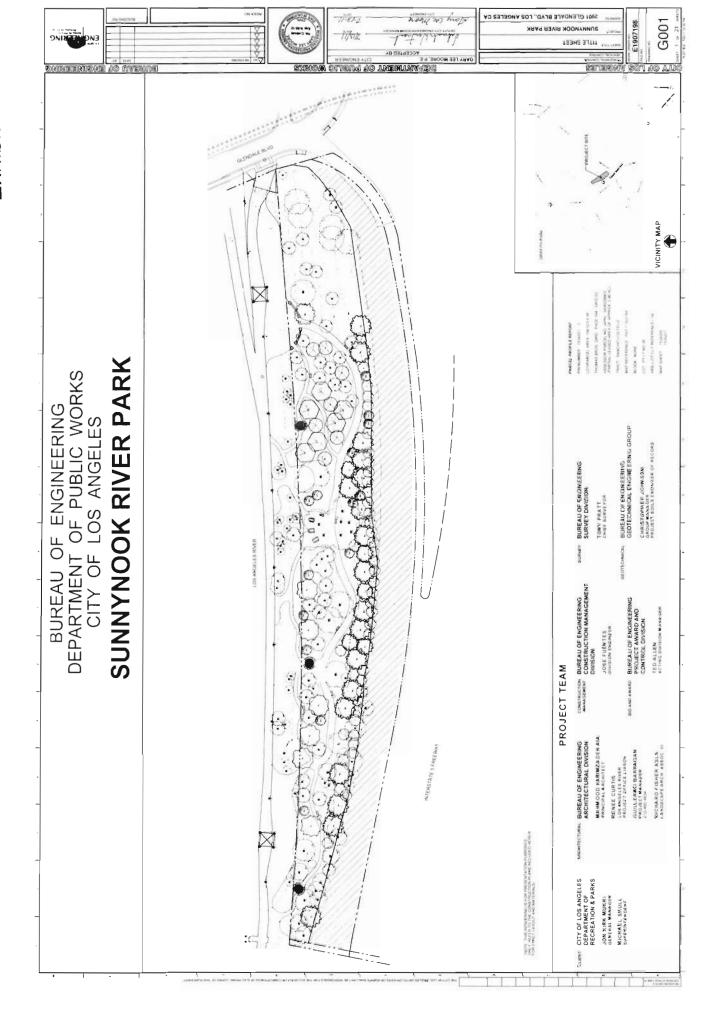


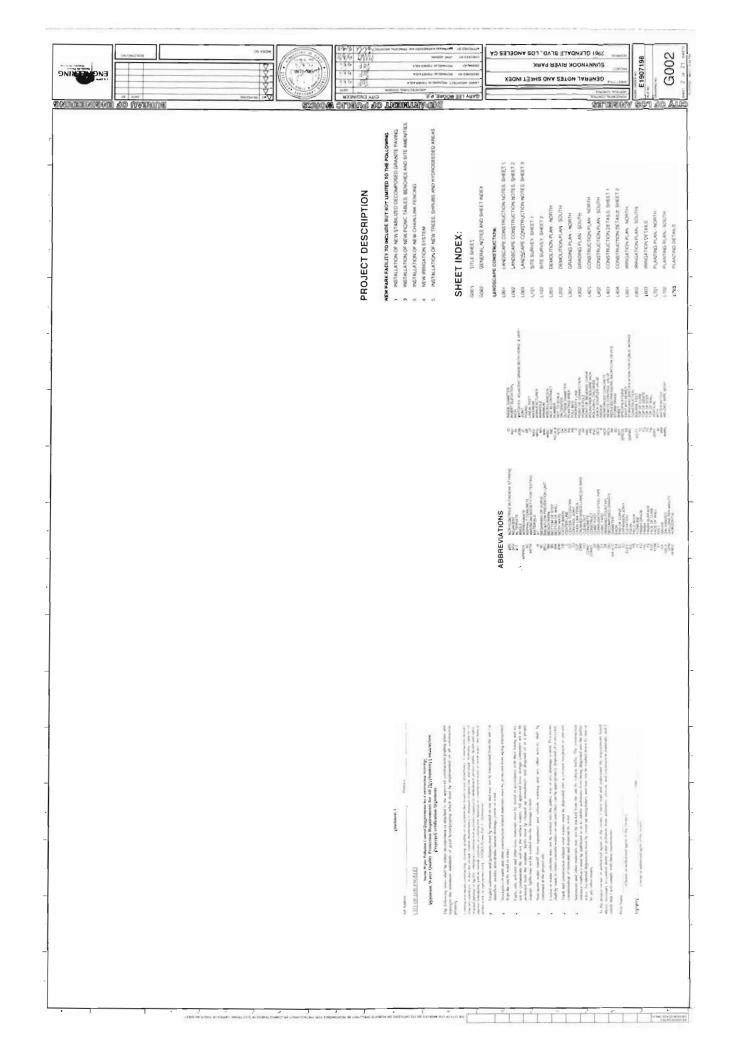


Assessor Parcel No. 5435-039-903 File No. P-83392

LandVision

contributor supplied under license and may not be approved except as licensed by Digital Map Products





,	LANDSCAPE CONSTRUCTION NOTES	v. B. N. PLANT INSPECTION. Contractor shall be responsible for scheduling as in-plant impections with the Busines of Contract Administration plant inspection. In-plant inspection shall be impected as for scheduling the scheduling and administration plant inspection. In-plant inspection shall be impered to find intend it for scheduling and administration plant inspection.	Sed parts shall be submitted to the Chr_Engener for approval on to before September 15 or at least 30 days before any grading is performed during said period.	3. DISINTEGRATED GRANITE AND SOIL STABILIZERS	SNI	
	TABLE OF CONTENTS	1 Garanting	DISTRICT ENGINEER. DATE	MATERIALS		_
	SECTION SECTION WILE	Ovan link benc	"General Specifications for all Grading Plans". Building and Safety form B-164 is hereby made a part of these pains.	n (D G.) or rafe		
	(Anthospip Construction Nation - General	 MATERIALS SUBMITTAL Pre-Commandor shalf make required submittals in accordance with Article 10 of the Cameral Bencomments. 	The Colorador shall at no additional cost to the Department engage the services of an approved colorador control of the colorador.	decomposed grante. All distribugated grante shall consist of even nationals that are hard and dubble, with all store free from surface coatings and deleterous materials. All Distribugated dubble, where	EN	\neg
-	Central Earthwood Demographic Clumb and Sol Stantons A Chan List Fercog	ARENTUTIONS AND "OR EGGAL" SUBMITTAL. Commission year make substitution submittes in accordance with Ance 11 of the General comments.	bestory, and its conquestion country. The Solar Engineer shall profession shed sheet suppares page bestory, and its conquestion country. The Solar Engineer shall profession shed selectively not altering and page bestory and the Contractive of solaring the person resolates concentred with and dayner of competitive. When compaction is less than required additional compaction which the fine made with adjustment of montains contractive, an receivable, until the secreted compaction in detailed.	5.40	areason MV	
I	6 Landscape Tlenting 7 Hydromuching 8 Surveying	SUBMITTALS swith Article II of the Cemena Requirements	Upon completion of grading. the Contractor shall forms the Department of Recreation & Pains compaction report, certified by the Solal Engineers, schowing the results of compaction less in fill.	75-80 No 100 55-85 No 200	2000	
400	GPKRAL. The comment common and chosen impairment in all all place and substitution if the factor of properties of the common common of the common common properties of the common common common substitution and common co	MERCHARGORD SIBBITING LINE CONTRIBUTION of the county do chain undergrand the construction plans provide to the Contribution will show a county of the contribution whether chain we see that of the Contribution is contributed by another county of the Contribution of the SERVICE_ALEST ALL SIMO 622-413 prior to commercing any extrastion.	hubgatels and bedong and carefund that fit indigrade and pair bedong comparison complete with the personality comparation specified. 2. CONCRETE	The perions of the diseases of the net at leave abilities a maternary proprieting of wage of 50 at 500 evolutions as determined by ASPITO [1967]. The conventions as determined by ASPITO [1967]. The The perions passing a kin, of 3 sees wall free an encommunity passing limit of 25 and manners passingly note of 7 as determined by ASPITO [1968] and ASPITO [1961], massectionsy	a	
5 W M 10 m	respects countries or many varies over the approximate to the property of the	19EE PROFECTION (EXISTING 19EES) These two pool concess shall be not recovered as protect all twee whose deglare is securated upon the set of the concess shall be not recovered as the securated to the set of the securated to the security	All concerns construction shall be as specified in this Section unless specified otherwise in these (Andelsgie Construction Notes).	Define graded crushed store base material shall be formshed and material to the depth indicated on party.		
a0 15ac0 3m	Where conflicts occus between the General Conditions and General Requirements and the Standard Sport Control Condition of the Condition of Condition of Condition of Condition Representation Shall have preveded only Where conticts occus between freets IAADSCARE.	a the not are any materials	MATERIALS BASE MATERIALS BASE MATERIAL BASE MATERIAL Comment concrete and be (CMB) custone miscellandos base	The statistics which is a state of method in method consequent acceptance provision in the state of the state		
OHIDED	CONSTRUCTION NOTES and the SSCHALL Rene LANDSCAPE, CONSTRUCTION NOTES shall take precedence.	strations of a time or learned against a time trunt. Do not pile or compact soil within a dirighner unless the plans specifically depict such construction on drawings.	COURT REPORTED BY CLARK	METHODS	-	
i o tirei rue	Proplems of Cynted Dicomenh shall be in accordance eth. Made if of the Ceneral Continos Subsections notated within these LANDSCAPE CONSTRUCTION (00TES modit or and to the commonicing backed by making the SESPAC, backed in solid in start in the supplements, where options for maintain and/or metrics appear in the SEPPAC, for upon shed.	In areas of construction protect set surface from halfs; compaction with 3" of mulcin or overlapping 34" physicis exerts. To not real grade research or appring sele to rever	Placet concrete test to clear \$20 C-\$500 maximum it such sturg. Purged opcodes that he shall \$50 C-\$500 maximum is not study. A conclete delivery incept that for request to each tructural or control delivered. The investigat shall be given to the \$15.0 trucked to \$20 in 1.2.2. PORTLAND CEMENT.	** SLAPE (E. M. SERBERTATE). Contractor that contract all "spear sample or the forthers pathway surface and material as forthers by the "proper University and "spear sample, or the forthers part and "proper University or property and "property and "property and "property and contraction of a property and "property and "propert		(minute)
10 10 10 10	frame or state or control of the state of th	 Encloadment from paints or stautures within the dripline of a tree shall be permitted only within areas depotation of bravials. An encoadment within 5 of a tree turis will be permitted under any orizontalization. 	A control train or 1 years, ow assum montains controlling to Abs No. 130 (2011) 2) ACORECATES	complete and approved RASE MATERIAL	1	
MICCON-BOX	PLANS AND SPECIFICATION TO A TRANS. THE CONTRACT OF THE AND THE INTERPRETATION OF COMPARE SET OF BARN AND SPECIFICATIONS. TO All SECURIORISTICS.	 Do not stip topsoid anound trees. Any vegetation to be removed should be removed by cutting at ground level rather than pulsing out by equipment. 	The appropries that is conceived instructional reality the translated designagists abdorred from a space, and it is the Such Gatheria Brain of the Such Gatheria Brain Such Such Such Such Such Such Such Such	Make any convections impained to compacted take material to meet elevations. Whom an dissembly the vices take material with water prior to installing (stakingset 0. G. material). As preferences	SOR	
oni a - Democrata		 User a preumatic drift to enclarate under woody noch larger than 2" in dameter. Do not out any loot larger than 2" dameter. If noot must be served outs are to be made by a Certified Abovers and so bacified immediately. 	Combineto Acciteto Africa (Bradensis Combined aggregate gradings for Portland Cement shall be as specified under this section (201-1-3.2)	Stabilizer shall be finoroughly pre-mised with D.G. material air the rate of 15 bis per ton Stabilizer shall be mediatorially mised per mised between the operation using an approved mediatorial abendaging the profit of delevery to the able.		
HOLE MADE	 Indicates required field impections with the Burson of Contract Administration (BCA). Inspective and the Project Manager. Worldy all parties plines (3) days prior to the required respective. 	Tourspace the interest of the second of the control to the second of the	EXPARSION JOINTS Expansion joint a but line a 3% not thou separal impregnated felt expansion joint. Annual profits and extra annual section and	K-ACEMENT Statement shall be placed on prepared base material, and cased smooth to specified Statement Or material what is provide the specified degit after compution. Thoroughly cross-action, with adequate material to provide the specified degit after compution. Thoroughly,	W EXA WE SEX WE SEX WE SEX WHITE WASHEEB WORLD WOR	45 m
Their Lond	 ROHEDULE OF WORK. The Commissor that Morris Schapus of Viers to the Project Manager for approval prior to the commissionated after The Project Manager. Commissor and California Managerance of prescription. 	immediating if a decline in their condition is noted MAKAGES N a two in a deceloration to nominate a removant or classed to the inneventible distributed as	When under these seasons are account material that be unstrain elasticment easiers for concrete from specialists statement plants. The concrete seasons are accounted to the concrete plants to material concrete.	mousters usualizate aggregate mission with C3-42 givings of a major and majority contribution, contribute validation and programs of 6 hours, or such three that the meeting is also society complexation from all 16 for notice and exploit, planning to expensation. Compact the material as specified above making 3 for 4 senses. Quint use valenting mission.	OTTY E	No toma
SN W TOROUGH	polat conclude the Control of Activities of the Operation of the Control of C	determined by the City Abouts install a replacement their matching in state quality and variety using a massile exception by the Mountain on Plant A Mountain Countain Countain (27) add 5,3574 or Shore During (27) add 5,4274 or Shore During (27) add 5,4274 or Shore During (27) add 5,4274 or the massile may be compared in their in the in the residence of the American In the City file or which if the desiration for the an additional profit in the city file or their interval of the additional file file or the City file or their interval or the additional file file or their contents of the additional file or the city file or the city or the city or the city of the city or the city of the city of the city or th	EXPANSION CONT PRENCLED ASHALTTO JOINT NATERAL. Then specified expressor pertinaterial shall be 14 end that aughtatic pertinaterial as manufactured by Seshytt Co. or an approved requal (2013).	MATERIAG Alter compaction, water the surface area lightly, so as not in clause surface detachance or ensuon percentages.		OF THE PER
To we used	 JOB START MEETING. The Command was increased a bob Start Meeting with the Propert Manager after increase of the Nation CP Proceed. This meeting shall include the Molevming participants. The Propert Manager. 	1. General Earthwork	REINFORMS STEEL ST	Consists to stad general ALI, TOPATIC of and advanced vehicles to conductions implements on the Consists behavior of authority of surface for environment of 22 locats, or until the material is undefining 4th, and from to the full depth, with no soft awast or locat materials on the surface	VIIV ABOUT	vik idiokomi
WENTER TO HER	Bursa of Contract Astronomous (IRAA) Institute Landschaff Landschaff Astronomous Contract and Co	8	Shall be grown 60 cities teled (2012.2) END OF POUR JOHN. To be ploor promised and 2013. It is not true appeals port material as menufactured by Seatight Co.	INSPECTION SUSPECTION TO CONTRACT AND ADMINISTRATION OF CONTRACT O	a w disector 134 of "BHOOM"	PN SOORWAY
Bes -	restriction to the second of t	All grades between contrava and our load despination shall be assumed to be straight grades. There all grades between contrava contravas (1306.2 1). The Contrastity shall wenty at grades and amounts of cut and till between commencing wind.	COUGRED CONCRETE AUMENTHRES Amentures to colored contrast park bit introductions Cubic Manageres by J. M. Scotlad Contrasty (2009) 9500 of these New Cubic No concrete by Devel Colors, (800) 9600, 9605, or an		CHECKERS CHE	or Olf-Open*
I	Standard Specifications for Public Viens, Censtriction The Costacias shall request the Bursau of Costaci Administration (BCA) inspector and Project.	Any area to be liked shall be closed or all engelative material, except the existing trees to remain. Protect remaining trees during all construction.	METWODS.		CV	100
9	Variage three (3) days post to required implection of the stowing for appropriate or 1 profices (Applicated Vehicularia Natura been lest to appropriate approach Others or vertical controls shall be restricted in the feet, or for provided in grappy physic form, and geometric to Proper Manager for approving pion in the intensition.	all fit just that for comparted to \$0'n initiate comparten and the Contractor shall exten and pay and all comparties must. It request forcified where compaction testing that the performed will be determed in the field by the Co-development Engineer Mannam comparties of estimates. shall be \$0'n instance compaction unless holds otherwise.	SUBGRADE AND BASE PREPARATION AND COMPACINDA Suppose under all occurse that he enquent and compacing an accuracy men me section Suppose under all occurse that he enquent and compacing facilities if negarior bostons were compacing using that he done will be observanted the less by the Crit Centerbrand Enquent		N NOTES,	
TT	v. 2. TREE IAGGING I lagging of 24" for or large three as the graves with Recreation and Parts sage or as agreed by the Proper Manager. This requirition will be for compliance with the capter height and greater requirements given on the part lagend and general health and exposurace of parts.	Proc to cacino fit rise existing supprise to a angle of order interime text if occurs of till pasced, with reports supprise to elemente rest increase till pasced. The account or correction to the first till pasced to elemente the supprise to the first tillumings prior to their gradies research. The account or front took talk to a reported to the first tillumings prior to their gradies research.	The Contractor-shall provide compaction hash for both subgrade and base material; if requires at the boundoor indicated in the constitutions plant. Returns of the compaction that shall be seminated to the Propert Managain for open the Returns of the compaction that shall be summed to the Propert Managain for specially found to the pounting of concrete Managain subgrade and beautiful retainer compaction.			L'ettogram
	v. 3. OH-SITE PLANT LATERAL INSPICTION: The important of its joint interests under 24 to state at the plan to it fraction of interests under 24 to state at the plan to its fraction of interests of	establish the studenty of reported build not that build concentrations of boson and salinity are within applications than The Commons shall all his own experies amend the soil according to the recommendations of the sold report.	ECPANSION JOHN'S Table to plood against previously constructed concerns structures or an externed or the plans Table 4.) and the epicocials details		OK BINE	02.20.30
	 PRESENTATION PRESENTE AND CONTRACTOR TITLES IN THE MANAGEMENT OF THE MA	The common back the improvement is inventioned in the create sold and other from the axis, away (301-11-100-24). We set of other wall be disposed of in Richardson and Paris. Fragery, without the permission of the Project Manager. The Commission was tolerant to Second 1-31 or the SCPMS, settler relation with the committy with Experiments for the last of the Second and control of the SCPMS, settler relation with the committy with Experiments for deating the Second and control.	 Copplication (Statistical Confidence on the Copplication of C		SUNNY SHEET 1	06000000
Ι	Parts Regions manitement start shall be included freet (3 days owner the achievations test.) 1. 5. PHISH GRADE REVIEW for all front grades in planting areas, profit billiongscape planting.	Ground water conditions encountered during the grante of the work shall be brought to the attention of the CAy (Sentemental Engineer).	COLORED CONCRETE ADMIXTURES Concrete admixtures that the form almost more describing to manufacturer's profited main depart, of profits missione and acceleration shall not be used.		DOU'V	
la Ser	 A PREJ FANI, INSECTION. A PREJ FANI INSECTION. T CONTRACT PRAIL INSECTION. 	If any grant operation thereof by the shapes with ending the propagal over the commercial design for period of Chicago 15 s. April 15 PME CONTRACTOR SHALL BE REQUIRED TO SUBMIT PLANES OF THE TEMPORALY ENGINEN CONTRACTOR SENT DEPONS THE PROPAGALS TO LIKE IN COMMETTION WITH THE GRADING DEFINITION BE PRINT OF HIS DEPARCT THAT PRINCIP.	RKINGS state and game counts shall be s of 7 mil. Pant shall be Zone-L.		E1907198	
O NOVEMBER SELVE WORLD	Contract fruit impendion shall be in accordance with Anche 41 of the Centeral Conditions.		is an apprometed regular, incline specified code; (3.10 A K annt 2.00 B).		L001	
in it	-				Author apridate	2

4. CHAIN LINK FENCING AND MISCELLANEOUS METAL CONSTRUCTION

MATERIALS

TO Chain find femong materials

- Petra for jostis, inseria and rais for Class 1. Consula 40. ACT M.F. (1901 or Class 1 is were a removed to 500 petra partial petra petra for the present and a restaurant to the action of the Labelston Computed on Nies Class 1. App 49 and half a removal of speed in the section of the Labelston Computed on Nies Class 1. App 49 and half a removal of speed in a period of the Labelston of the petra petra period on the petra petr

SUZE	ACTUAL O D (Inches)	Class 1 Pipe Wall National	Weight Life	Class 10. Poe Walf Thickness	Weight Salf P (Pounds)
. 27	158	140	5.53	110	
101	17/8	145	2.72	120	
Se Se	2.3/6	251	3.65	130	
1.5	£ 7/6"	203	5.79	160	
in	3 1.9	216	7.57	160	
17.	.,	226	9.11	160	
	4 1/2	937	10.79	MA	
io	6.5/8	280	16.97	, S	

Guellik LSVS FAgenic Guelelinges alsei Charles has becomen in AGNA A 392 Class § 1 20 to 70s ft since The fact or table by page and the enems in a 7 meth unless otherwise indicated for the pain. It and potention selesges shall be sounded.

PVC coaled gald-lected steel black, when specified shall contour to ASTNF 6661 Cales its: "Taked and abstract," and meet the galacturing requirements contained in this section of the Landscape Construction Makes, 5004 3).

hapes shall be as specified in the applicable STEEL SHAPES All structural sizes of

ance wer TABLE

GALVANZING
Where called our mean problems shall be his dipped generalized in 1989 and or me SSHMs.

in auchibide Challens Charles of Geo-Balles. Constant of Confidence of Charles of Charl

ort or during installation shall be dust paint per Section 816.4 & et al. Republicae Of DAMAGED GALVANEED sufffAces Sandaries surface Mich nave been damaged in sangon re-cased cardinates ministring process or ancotaste, and a Sandaria Societasion.

METHODS

Chain LUKK FENCE Chan Int tence sledt he weidlied and stretched hand t

S. IRRIGATION SYSTEMS

MATERIALS

SOLVERT MSC (IRE) PLASTIC Plans
Scheduler 10 PriC plantic page shall fit used for race sizes up to and its not both the discharge and supply sele of control raines. (2 to 2 1.3)

• REMOTE CHAIR ROLL VALVES.
The execute control using which is also a committy closed DC instruction personnel ancharaction grows present execute control using the service of the serv

4-24-mod Vitori Connection between the automatic Lindblettics; but the entirest control schools shall be made with control board. V gauge VMU-LIF (MV) and copper, with VMMs and the provided for the following control red I Vision bear gothers compar for purple ped, brown gots and writer for control red I Vision bear gothers compar for purple ped, brown gots and writer for the control red I Vision bear gothers compare for purple.

CONTROL, WARE CONNECTIONS
CONTROL WAS CONNECTIONS
CONTROL WAS CONNECTIONS
OF A STATE OF A STATE OF A STATE OF THE CONTROL OF A STATE OF THE CONTROL OF A STATE OF A S

Connector shall be a flame retardant PVC mulator Connector shall be a trape organized shifter of the connector shall be trape organized shifter from makens shall be been been selectionary properties of the makens shall be haveings calcum signific on

NO AND SIZE OF WHILE Man 4-12 pauge UF weres Man 3-14 pauge UF weres

is brokke construction equipmed with a entaking per details. The Contractor shall hiller quick coupling installed. Contractor one swivel. (§ 19, 2.2.8). FUICK COUPLING VALVES AND ASSEMBLIES

- Veg-up and SMST NEEDER.
 - Veg

Connection between the desectional 14 pages

• Wang the first make in fluctuate have 100°C man real as executed to 0°C tops "outlined members of the outlined top of the outlined top of the outlined members of the outlined top of the outlined members of the outlined top of the outlined members of the outlined top of the outlined top outlined to the outlined members of the outlined top outlined to the outlined top outlined to the outlined

METHODS

Leaf line, Geological (No. 2014). Her fine, And, collectific, M.
Th. Common Collectific, Collectif

• The Contractor shall can be eith little. Under week from the automatic controller to the laternast when on the system; or to the famest wave at each and of the controller area, if the laternast area entired in the devotions from the correction. Additionally, no one entire black con-ney is each valve manifold.

Each controller shall have a separate 14 gauge. AW 12 sensecutive stations on each impanon controller.

Common 1 st Common 2 st Common 3 st Common 4 st

Marriero TJ rocce of cross to all latent lines and 24 octors of 8 core coer matrices 3" and the second control Marriero — and large in Services shall have 30" of core over the lap of the post-Recoverat sealing rende metric valves, with approach values (20 octors over the lap of the post-Recoverat sealing rende metric valves, with approach valves (20 octors over the profits).

sparated hordontally by a minimum distance of 12" separated vertically by a minimum distance of 2". New eyes the INSTALL FOR LIGHTER.

V. Viven populos for please frey shall be set from experient cross each other they shall be se

in inspation bracking await pass closer than eggic feet of the sake of any 1966. No trea most larger than it's demander shall be out without deposits of the Project Manager.

COVER OVER MAIN MES.

1. Martin 24 roads of lover over mantines 3" and availer in demone Maleines 4" and inspire in demone shall fave 30" of cover over the top of the pop. (200-52), foll tending year for design.

CONTR EVER LATERAL LINES.

their behalong of beautiful fracting partitionable for post post to the person to the person to the person behalong past to their person of the person of the person of the person of the person person of th

on third with shat be led and a half damelers of the page

Park S, E.E. (PAG) (ANDER PAVING).
Week offender of the first mystological proteing a refinear indexing in this faming.
Week of early of early of the first of the school of the first of the first

Where remote somes sering crosses under paving having a width of less than 25 lets. Schedulet 40 PVC seems shall be jacked under the paving at a depth of 3C minimum, snatt extend 3 minimum beyond the edges of vering.

NSTAL-MICA OF VALVE BOXES

Dobes said to will will also make the control proped areas, and all sold letter it? acclose of the perimeter of the four table to crospated by water softenment as indicated in the trench repair section of the specification. Boxes are to be positioned per default. FITTINGS OF MANUACE.
All outlies from a manine shall set to saddle tees that be pe

Por layout as shown for irrigation plan is schimistic. Commission may now popull nite modification distribution to consistent of the index controlled in the indeximistic body and an experimental set in the indeximistic controlled in the indeximiting of the indeximiting and an experimental set shown believe in the indeximiting in the indeximiting of the indeximitin Puri layou as shown on

PLACEMENT OF INTIGATION VEASS
Note trigation plans are designed as a m
contions shall be scaled from center of his

Feetal of Principal (nor any property as a moreon side/all for head circled contrage Head Vigorio plant are designed, as a moreon side/all for head circled contrage that no see shall be written and or must look before the side of the side of the side of the entrage or must be contraged to a feet the side of the side of the side of the side of the entrage or must be contraged to at the side of the side of the side of the side of the side outside ablance to present the sides the side of the

BHSTALLATION OF INNIGATION HEADS Sprinkler heads or lawn areas shall be set ful during construction. All soil 12 arches from the rething as indicated in this specification, and it

AUTOMATIC CONTROL SYSTEM WOTALLATION The automatic controller shall be per detail. Each rient and control were from the automatic engation controller. RINGING EN MEGE RISER All public sprinter heads shall be mutaked on

A. Light Voll Lidde reason Challed Thibase.
The converse want is fall to do fall an enventable by the Corp Control where shall be they confident and the Control where shall be the Control where the control and the Control where the Control and Cont

on a maler suitate festicide for non-section control of eweds containing 450 grans per active impedent biopropylamine sait of N (protephonometry) (Dypone (Dyphosate) per La manufactured by Monsatrio Chemical Company, or approver require

e PRUNING Other than normal side; prox to the inspection at the numery

If PREES, the trains also done to the other three to present the control Consequence and measured to the present the control Consequence and measured to the general to the present the train of the control to the attack of the control to the contr

METHODS

1. The impactor system maintines bild be pleatined windot tolowing the fushing of the complete system. The maintines shall settled the X-brain of 161 js is will continue where it issue and contained from the maintines shall be accordant where it is interested to the control of their site of containing the containing the control of the system of the system of the system of the system is the direct from containing the system of the

v. ppRCATON YOTERE ILLUSHING AND TESTING.
The system or yours had be shown to be personal of the CAL impacts. Flushing shall shall see the read-closed it to be not connection and protection and protection and protection are seen to even for the size where the size of connection and protection and protection. The size we have shall not each time a capped lakes give a family the Markey connection, with the size closed to the view and protecting the size of the size of protecting the size of the size

Whe shall not be laped to mannine (306.5.5) if control wires han in same brench as as any dead headed, were depth shall be maintained at 24°. For installation, see details

TOPSOIL PREPARATION If not otherwise specified all planted

The Calebackill shall provide lack copies of a controller chart showing the impation system exists the Care by the force on a shall be subcrigated, explorately the supplier plant and the controller as and state. Each state in what he shows in a sthemat cools and controller as subcritical and as Library controller as the reduced of the controller and the services of the controller of the controller and the services of the controller and the controller and the controller and the controller controller and the controller controller and the plants of each top controller the Controller control

7 RECORD INCANNOS (AS-BUILTS) AND CONTROLLER CHARTS As just parts that its mantaned triughout the construction period and arrived over to the Manager at the Operational Fread Impendion, in accordance with Article II of the General Programment

red that herbicides be applied by a licensed PEST CONTROL APPLICATOR.

SQUARANTE AGAINST SETTLEMENT
It services not () clarically service in the foreign of a properties in the control along mannines
to the control of control and the control of the control and control and adjustment in poses
sense free, at selve forms, or the regions reside approximations and adjustment in poses
sense for a profit of forms or the regions region of the profit of the control of the forms
sense and passes. We Contract upon the man as adjustment without addoction of the for the
Together in county or operation in the planting lasting in the inspiration of the planting lasting is a resident attention.

L002

3901 GLENDALE BLYD., LOS ANGELES CA E1907198 ENEET 2

LANDSCAPE PLANTING

GRO-DOWER PLIS - CEREBLI, PURPOSE FERTILIZER
Solat favor inneuran ample of S-1, 114.0.7 proved to ammount plaquidate una 1
planti Compari gel Lilido end toene di fori mangiamenta and troc. wit 100% App.
Representa Groun, Granti proprietta en mandiatural del Co-Prese to 2005
Inspirore areaux Como, CA 9110,000,000,334.4. an improver equal.

-EMERGENT HERBACIDE to Balan Granular by Elanco or an approved equal. All pre-emergent med, shall be specified and applied by a loonsed Pest Control Advisor

TOP DRESSING MLL, DR. TO THE STATE THE STATE THE STANDING MEDIANG WEST AND THE WEST MLL. THE STANDING WEST AND THE WEST MLL. THE STANDING WEST AND THE WEST MLL. THE STANDING WEST AND THE WEST MLL. THE WEST MLL. THE STANDING WEST MLL. THE WE

PLANT MATERIALS.

ALL PLANTS. The plant rannes shown or lessed on the Contract Drawings shall contour in the "School Memoric Gardine Door," lesses added not been as specified in all cases, botancoal lesses also precedence over Contracts names.

Ž

c VPPE AND SQE Plant materials shall be as island on the Contract Drawings, unless otherwise instructed by the Project Manager is case of conflict between the plant schedule totals and total plant count of the contract documents. The Contractor shall be higher number to plants.

of DELVRRY OF PLACE NATIONAL, and loops only when construction is easily for the planting over the Delvry and the translation of the planting over the Delvry and the translation structured are nable and any result and the Translation structured are nable and any result are not as also from the structure of the Property Results the Translation of the next plant to or the structure of the next planting and the Property Companies that the government of the next planting of the Delvry appropries.

1/6/5 7/7 1/6/5 3/1/ 1

DEPARTMENT OF PUBLIC

TOPOLO, PREPARATION - GENERAL.
The paper and fact for exercised sizes of control is proper that the standard and controlled sizes of control of a factor of a fact

90 be of Oso-Power plus feriliber per 1000 kg it.
 The pol proparation materials shall be uniformly raised retained trotroughly watered (208-2.3.1).

sol preparation operators. The soll contours, then saved until the grade is the areas ast any time. The final as within over-bettin of a foot of the prinor to Pythomatching or planting Fauth-OLADBAC The property place of places that thee place blackey the soil shall be renobled and throughed to the request places and one to the place of the places of the places of the places of the front places on the place. We have you will be a place on the front place of the places of the place and appropried to the Places of the Places of the places on the place, and approved by the Places Manage in 1305-2 4).

TARGENETY FOR BROAD TOO SYSTEM WORK.

The removes inspect to the property of t

WEED ABATEMENT CAROW AND KILL?

The absence of the absence operation and being a part of participation of the absence operation while the convenience only after demonstron, graded analysis, or constitution repetations of mysterion soft presentation and free gradery of hydromiciting and planting areas has tree

CONTRACTOR RESPONSIBILITY DURING WEED ABATERERST DEFEATOR AND APPLICATION AND THE CORRESPONDED AND ADARD AND ADARD APPLICATION AND THE CORRESPONDED AND ADARD AND ADARD AND ADARD AND ADARD AND ADARD ADARD AND ADARD ADARD AND ADARD ADAR

Combittor in improvable or any and all damage done to plant materials until de of the until met area. Contractor part implication in sixed and tube. any plant material damaged or kine the application of herbode.

Contractor with a chapter of the contract with the Dispartment for the construction in the contract of a year Markey that exists the contract of the disparation of the contract of the contract of the disparation of the contract of the co

INCOME, DON DEVOCE INSTALLATION AND CERTIFICATION INTO THE TOTAL TO INTO THE TOTAL TO INTO THE TOTAL TO INTO THE TOTAL TO INTO THE TOTAL THE TOTAL

PLASTIC PRELIAE SOLVENT MELCED OR THEELDED ÉMÖS
THUS IS THE ApplicatioN OF Re P. Y.C. Davier's correct, prepare de Authorité De botherer evident
Mental-réclaires prome trinca purpe. Entro lager yeal for unes los as parent males paper breads.
VAIS & 2.7.

prily, (308-5.2.2)

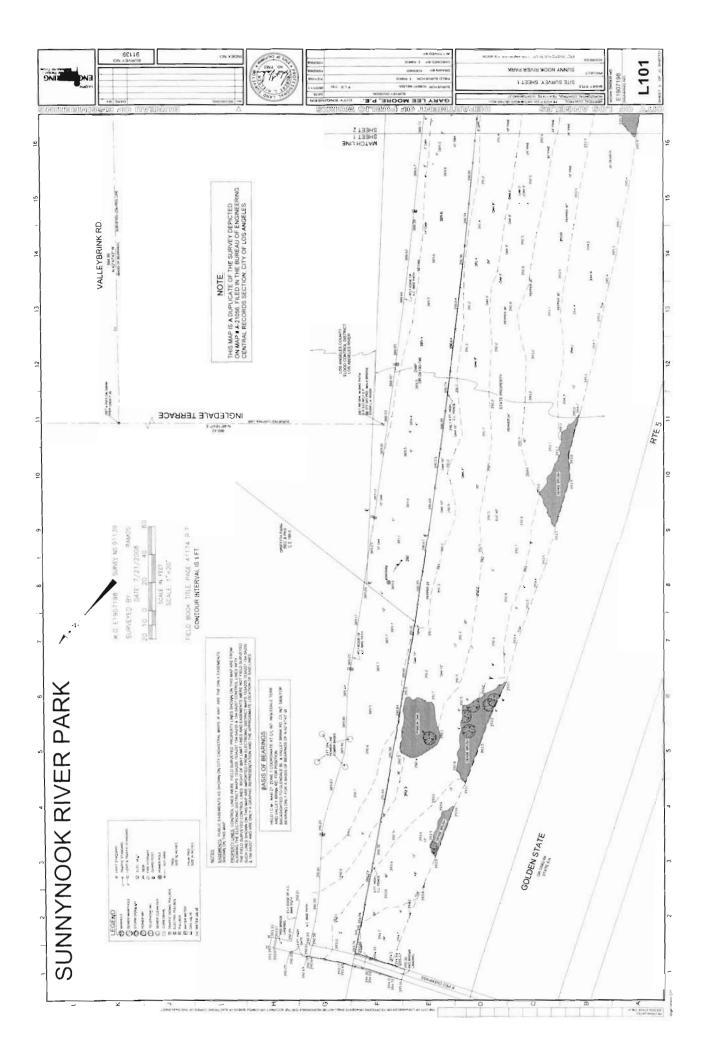
applied to the male threads.

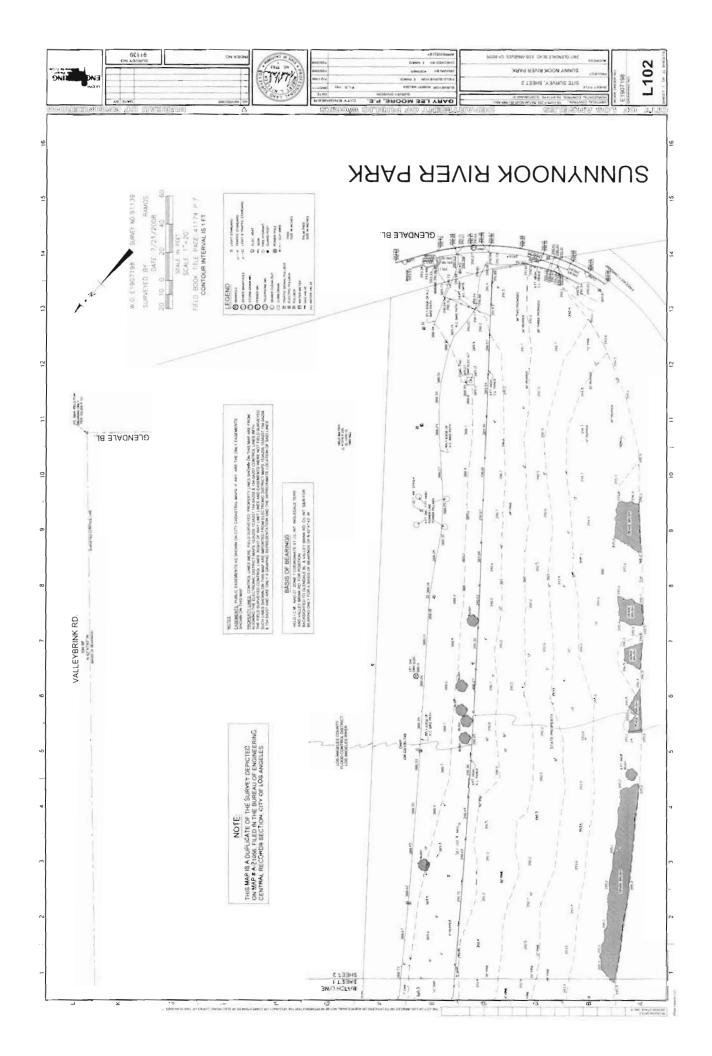
STEEL PIPELINE Joints shall be made with Terfor

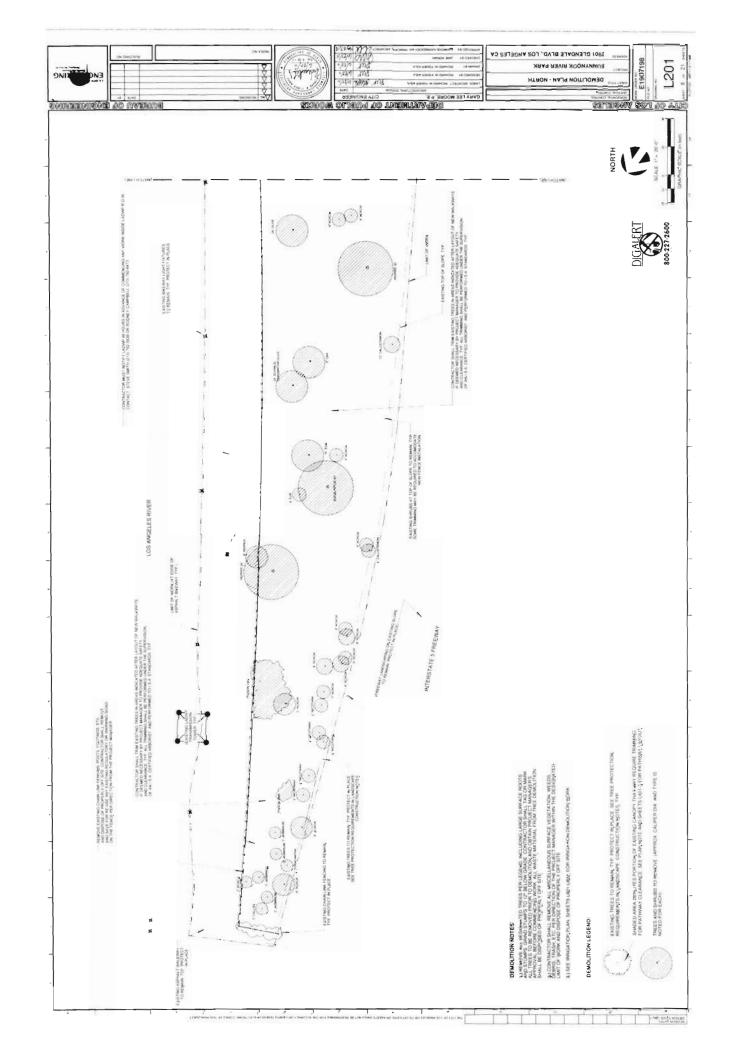
ENGLERING

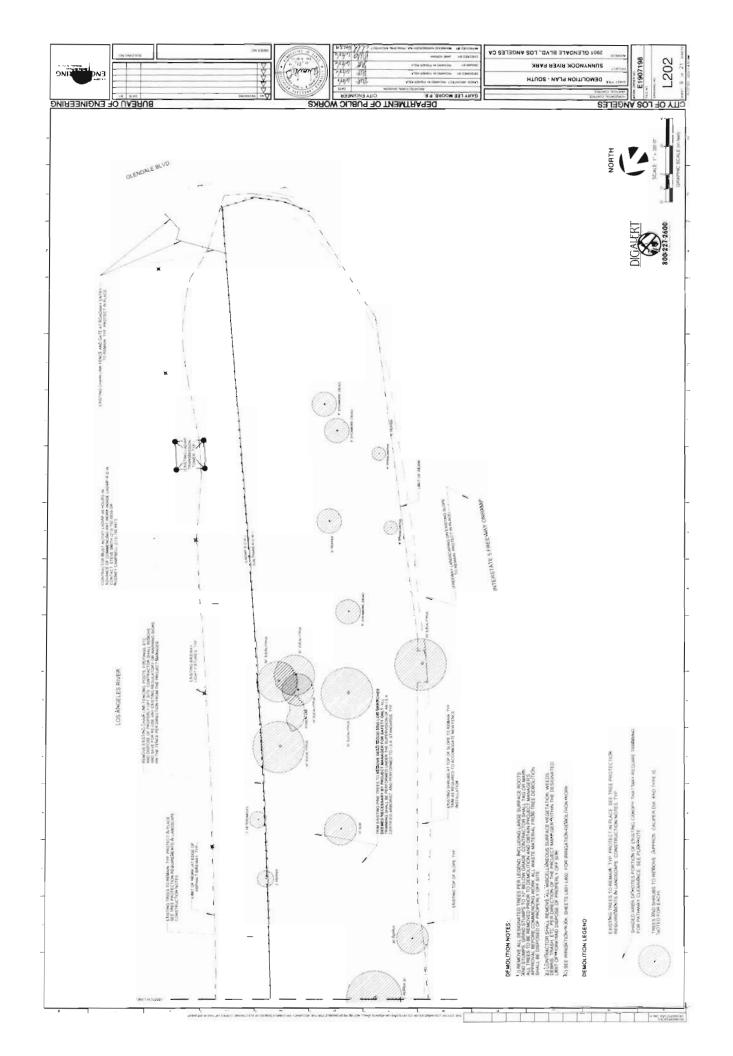
Any questions imparting pesticute application and procedures at Recrusion and Paris facilities	** MANYTENANCE AND PLAKT ESTABLISHMENT		
shall be deaded to the Project wanger(ECA Impector and the RAP Foreitz) group. Vegetative Management (213) 485-4878.	The Contractor shall be responsible for mannengnoe within the area of work exclusions the principles of construction and the plant establishment period. The mannengers shall include continuous	Tryonment on the land whether the state of the state of the state particular from the state of t	
in edition of the prior latter organisabilities we dillowing princentority that the observes in	operations of picking up trash and emplying trash cans daily, watering. The removal of all weeds in planting areas and all broad leaf weeds in tawn areas mowing, rolling, tramming, edging	and the second complete and proper comments in the second comments and the second comments are second comments and proper comments are second comments and comments are second comments are second comments are second comments and comments are second comments are second comments and comments are second comments.	
familing and appying herboose. Elefore appying Contracts shall read and understand all instructions provided by the		Applications of the second of	
menuacuerer 2 Product shall not be used when which are gusty or in excess of 3 miles per hour, or when any other conditions exist, which would result in disfi-	grawth and the cohection and removal of all thath daily. Any multiandows of or damage to, the impation lyptiem caused by the Contractor in the prosecution of its work shall be repaired within the con-		NE CO
 Avoid combinations of pressure and nozzle type or adjustment that result in mist. Do not apply during rain, or if rain is forecast within twelve flours. If tain occurs within fresher. 		Any demayed axis shall be repaired utilizing the exact blend and application processors as: specified above.	
hour period, material must be reappled after plant growth has dred out. 5 Consistors shall observe arthrete gare not allow speak to contact desirable plant material. Use 5 Consistors and Observe arthrete gare not believe speak to contact desirable plant material. Use	Work Area upon the commencement of work and maintaining the area fine of gophers until the and of the Maintenance and Plant Establishment Period. All damage to plant material by gophers.) M'
and from control or other septements of the control		o. June R. E. Court of the R.	
7. Do not add any other products or any Herbitche from accluding spreader elegants or sursicitants unless required by the label directions and approved by the Department's Perf Contro Advance	The plant establishment period shall be for a period of 120 DAYS unless autorided as described in this section. The plant establishment period shall be stamed when all planting and related won.	A. Permanet Survey Markers	one
(PCA)	has been completed, in accordance with the contract documents. The beginning of the plant establishment period shall be determined by an on alle renew by the Project Manger/BCA.	The CORTRACTOR shall be responsible for the gross-resident of survey mountment and	0
WEED ABAYERANT GROW THE YOUR ARL WE TRUCK CONTROLO shall follow the "grow and all" steps set forth below		CONTROLLED WAS CONTROLLED BY AND	
Stop 2. Thoroughly water all planting great stady to been symmetric and present from the appropriate to the stady.		may per sed or commende and to constitutions. Color of performance and the sed for registered all the CDPTRACTORS succeeds to a Litational learned text anomatic or resoluted visit of	
Slegs 3. At the conclusion of the growth period, treat all plants within the treatment area with Roundum as an exclusion rate of feer fits quarte of Roundum haved in 50 culture of classic water pre-	the entire area or work shall be stop there or weeks, than or other occurs oung the maintenance parnot. The Contractor shall internate the area of work at maximum seven (7) day internate.	ENDIFFEE submouse to personal and energy in the territorial personal personal and a social personal and a soci	
acre applied to someny. Thoroughly mostering appare material with herbode. Step v. Do not water or otherwise disturb treated areas for a period of two (2) weeks	The contractic studi remeasinily regisce any and all point maners which the any reason design a damaged while under the Contractors care. Replacement shall be made with plants as indicated.	of the Vibra (see "Moruments" Section 8771, Land Sucregon Act, Christon 3 Chapter 15 of the Business and Professions Code). The ENGRAEER wall revestables the introuvents and tenton	
Step 5. After his years, kill period, retrove all dead plant growth. If any living plants are observed entire plant, inclusing stors, shall be removed by hand. Movings physical desurbance of the soli		man's within suriny services are provided by the EMINNEER, providing the CDM PAULT OF problems the perconstruction reference points. This state, where the tem monitorists are to be approximated to the contribution of the contr	
V. PILANT MATERIAL NSPECTION. As such materials included states transcribed as the number shall be presented by the	All tees and shrinds. 25 galons size or larger shall be quaranteed for a perced of one (1) hear from the end of the plant establishment period.	withing several (7) calendar days before starting the Victor.	Diog
Project Manager or BCA Inspector prox to planting. The Contractor shall be responsible for the condition of all plantis, planting or otherwise, until final acceptance by the Cit. and animination of	The designated plant establishment period is part of the total contract time. The plant establishment period will be estended at fourteen (14) day intervals if, as the end of the plant	To Lot States	ON K
manifestance period Command with the policyless of those of the period of the control of the con	establishment proof to the publish or propion and other improprients do not reflect the intent of the plane and it indicates Construction follow. All intensions of the plant establishment poincy shall be subject to the assessment of high-dated denages, (2004).	— The CANNOLLUX has been paperly and and content away interest example refere these destruction is sensoriately as the CANNOLLUX is proceeded as accordance with a becoming interest. Makes the first where the content of the procedure is also the content of the content of the CANNOLLUX is a procedure to that the CANNOLLUX is a procedure to the present of the CANNOLLUX is a procedure to the present of the CANNOLLUX is a procedure to the present of the CANNOLLUX is a procedure to the present of the CANNOLLUX is a procedure to the present of the content of the	~ (
complement and appropriat of the impation system.	2 HYDROMEICHING	2 Street Service	
Prant pits for all 1 gallon, 5 gallon, 15 gallon, and all boxed suits trees, shall be twice the worth and equal to the depth of the container hoolitail. Note that this requirement offers from the SSPVIC.		1. The ENCINEER will perform and be responsible for the accuracy of surveying adequate for	8
IS #90C	HADROMINE FIRES	construction. The CONTINACT of shall previous continuous expenses and marsh for the duration of their underlinest. If any construction expenses states are that or distributed more better residented with underlinear shall be to the EADSMETE at the expenses of the CONTINACTOR.	
Neep all place makes which a highlight in a healthy condition for planting. Do not allow shown to do, out or affect about all allowed by the or a healthy condition for planting.	Shall consist of urgan wood foer of Aspen or Adder. It shall not contain any waste paper, newspring or straw material. The much shall contain a green due to facilistis application. Fiber shall be as	 The ENGINEER doal equalities horizontal and refract control points for construction. The 	
P. ANTERS LAYOUT	manufactured by Conwed Co., (Green Tag), Silva-Fiber by Weyenhauser Co. (212-1-2 (e))	CONTRACTOR shall notify the EMDNEER is writing all least two (2) full working days before survey services are impulsed in connection with the laying out of any portion of the work. The	グラファ
Plans locations indicated on the Contract Drawings are approximate. Contractor shall place all the inequated plants in the planting years got the planting plan and obtain supproval or the locations of all including the coations.	ETUROSport and annual manual manual supplied by Ecology Controls A-binder, (803) 884-9398. Shall conset of natural muchoid manuals supplied by Ecology Controls A-binder, (803) 884-9398.	CONTRACTOR shall dig all holes recessary for line and grade states when teoperated by the ENGINEER.	19
paints for the Project Manager prior to actual restallation. Plants may be re-lapping prior to pearting as described by the Project Manager without additional compensation to the Constactor.	EYDROSEEDING MIXTURE. Seed matures shall be of the type specified and applied in the areas indicated on the planting.	 The CONTRACTOR shall be responsible for their own layout based or the ENGINEER'S survive strikes and grade sheets. The CONTRACTOR shall allow sufficient time for checking and 	THE STEE
Locate the first row of plants in areas designated for on center spacing at 20 the designated spacing from the edge of the area. Do not stretch the maximum specified spacing for each spaces	plan. Seed shall be labeled by the vendon supplying the seed and shall indicate the purity, germination and pure line seed content as determined by testing. Seed shall have been tested for	DINEER	uis
shown on the plant	purity and germination not more than 1.2 modify, prior to the application of the seed Seed, wood New, windows, and bettern shall be as specified and as supplied by S&S Seed (80) 604-010. unless otherwise miles.	Unless otherwise aworlded states will be set and stationed by the ENCINEER for ouths. Neaders, sevents, storm draws, exclusing grade. A corresponding out or fill to fember	W05/
PLANTING BACKFILL MIX ALL contains plants shift be backfied jeth 100% amended site soil per the Topsoil Preparation.	· The Combactor shall supply a delivery recept to the BCA inspector certifing conformance with	grad (County) all be educated on the grade sheet	NC Year
	The specified hydrosed mis and indicating that the slarry has not been mised for longer than sed hours Starry that has been mised longer than two hours shall be recharged with 50 percent more	and read of the second	viii viii viii viii viii viii viii vii
PLANTING Tokes approximately squary with revious tokes an areafor those or the explinit of the	of the specified seed mir, at the Contractor's expense (308–4.8 2(b)). Delinery schells shall be forwarded to the Project Manger/BCA (repector.	1. The ENGINEER state and appropriate and grade taskets only for all custoon to premise that we eight strates for a statement or all any or The CONTRACTOR state formath all other lives and grades heavened by contract out the many.	OF ADM
prent container (or such depth as needed to their the right open has the correct (elegionalist) to asystem enamed grade per the planting antalis), and appropriately such the yelds of the plant	WILDFLOWED SEED MIX. The Eroson Control seed this what he applied or	the facility of the property of the second	on M
condense or rocking and larger if exercisely to present handling and painting protein raping to the rock system. Install out barriers dischere indicated on the Contract Conweign in accordance, with the details and/or the manufacturer's recommendations. Lightly scards rative soil at the bottom of streament and or the manufacturer's recommendations. Lightly scards rative soil at the bottom of streament and or the manufacturer's recommendations. Lightly scards rative soil at the bottom of streament and or the manufacturer's recommendations.	condicions will the indicated hydromich start, components and quantities in areas as indicated on the planting plan. The level makes and hydromich starts components shall be at all solene.	2. After controversible that controversible the control to the control of the con	EDWARD SHOOM S
planting howes	Sourcies Part Jun Ju		48 G
Second Planting Viter in close groundly to implace lives, sledit, a toops (24 ordins or larger) may be partial before installation of larger amplition lives. Re-rocks installed heles installation and larger amplition lives in conflict with specimen what locations in create the trottled.	0.50	 There consistent pooling are on the salesh begin for a seed together to that any extended from a simplify gailed can be deleticalled for yucking variation from the limit of the confidence of the co	(UKO BO EMPRICI UMORIKO P (KOVE)
Do not plant plants with a brown or coacsed roothalf. Such plants shall be considered defective		supported to any such as the great of the support o	v
Disposits pure		CONTRACTOR such for responsible for transferring the grades to the britton of the transch	
Upder and combony practicionalisms of south a manner than one plant forth are not represent			
when "water watering the channes have of ever parameter owns, and we suppression on the contract of the grantest produced are not contract entering to the other parameters of the grantest obesity of the channes of th	Lugimus accoments 5.0 Marchael properties 1.0 Marchael proceeding 1.0 1.0	END OF LANDSCAPE CONSTRUCTION NOTES	N NOIT
top of the parity filed hole to thoroughly salurate the roottaal and inducent soit. The remainder of the hole shall be backlised and watering repeated.			RAG :
Pure or sense are bosen or damaged more lends. Any major damage to slave material shall be brought to the attention of the Project Manager or BCA ImageCo.	100		ILAE
immediately after planting dom a croatile watering basin signific larger than the planting hole is	Proposition South components LiberAcce Convert 100% Water Fiber 2000		юк в
and the first first for these and J inches right to smaller. The pooden ore basin smaller or the winn or the surfaced-front grade.	gy Controls to Bridge		ONA
Pleators the area around the plants and watering basins to designated finds grade and dispose of excess soli	TOOLS BE SENT TO SENT		NNUS
After planting, plants shall be plants, with the root crown at the correct intalconship to finish grade.	See Section 6. Landscape Planting for soil preparation and finish grading requirements.		FROM THE COMM
pur the painting details. All plums which settle more than 1 inch shall be raised by the Contractor to the cornect level, as shown in the planting details, at no additional cost to the Cify.	amonth		TOM TOM TOM TOM TOM TOM TOM TOM
PRE-EMERGENT NERBICOR AND MULCHING After claiming, all parsing areas except flydrosevaed areas shall receive an application of	the proper proportions specified The materials shall be laked into the invest and mised in such sequences as to provide a thoroughly innote. Demographous sturn: The planty stall have the proper consistency to adhere to the earth shootes without furnituring or strining. Seed missines shall be		E1907198
parameters the backeds are a memoral hero (2) rich deep layer of 100 Dissaring widon the Planting Details and the Landscape Construction Notes Laterials for Pre-emergent herbodie shall be accided one mandedcurre's entirection, after classification and sold customs fine the control of the construction of the construction after classification and code customs fine the construction of the construction of the construction and the construction of the construction	Therhughly pre-mixed prior to being added to the skury.		71.6
grading is completed and approved. Do no district eail for glusting, reaking or suckneshing after pre-emergent forelisties has been applied. Afters application of pre-emergent terbicide. Inuich	APPLICETION The said to what the hydromach starty shall be applied to must be graded to remove any time avestion risk and shall be committed to must brown sharefulction.		30
that be appead aren's throughout planting beds and the watering basis to the depth specified. Do not buy plant others—leave a minimum dameter of 17 does and how of multi-around all plant or the specified of th			LUUS
pass cows			į

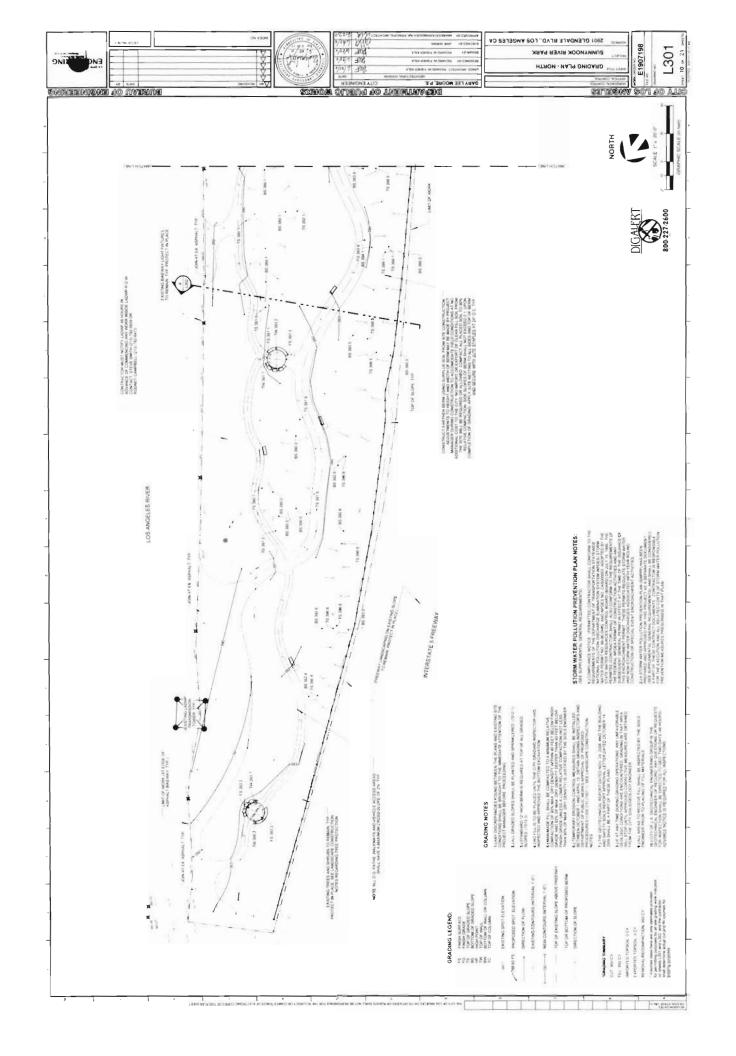
1354 April (in: 10 1200) 300(00) 500 (1354)

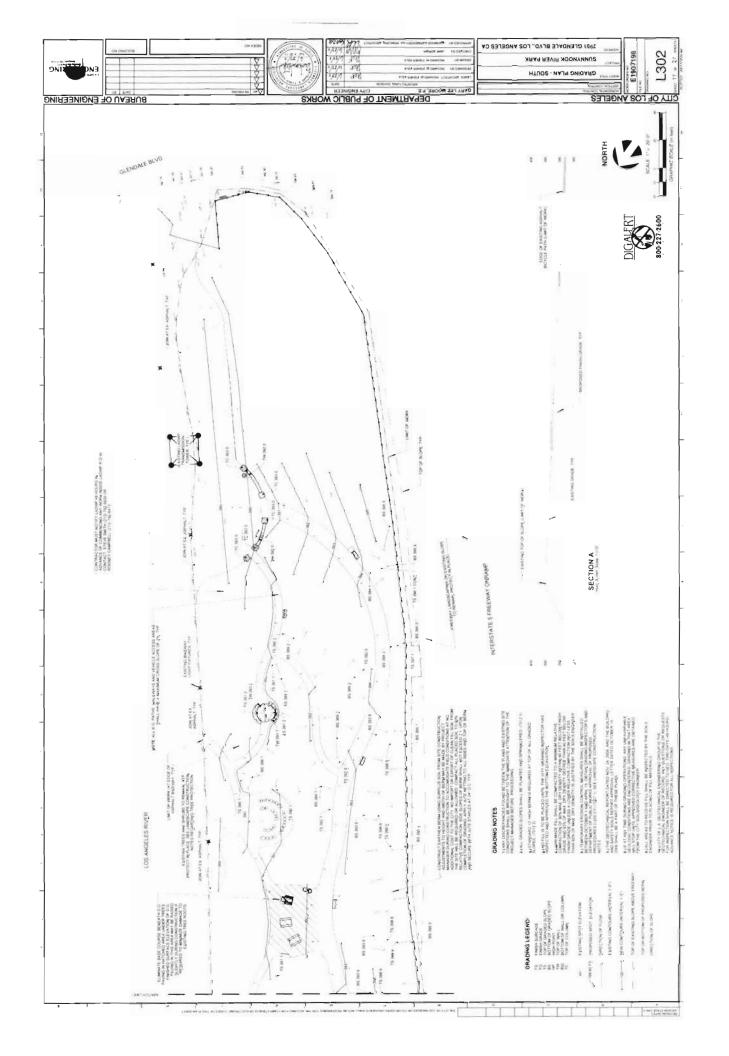


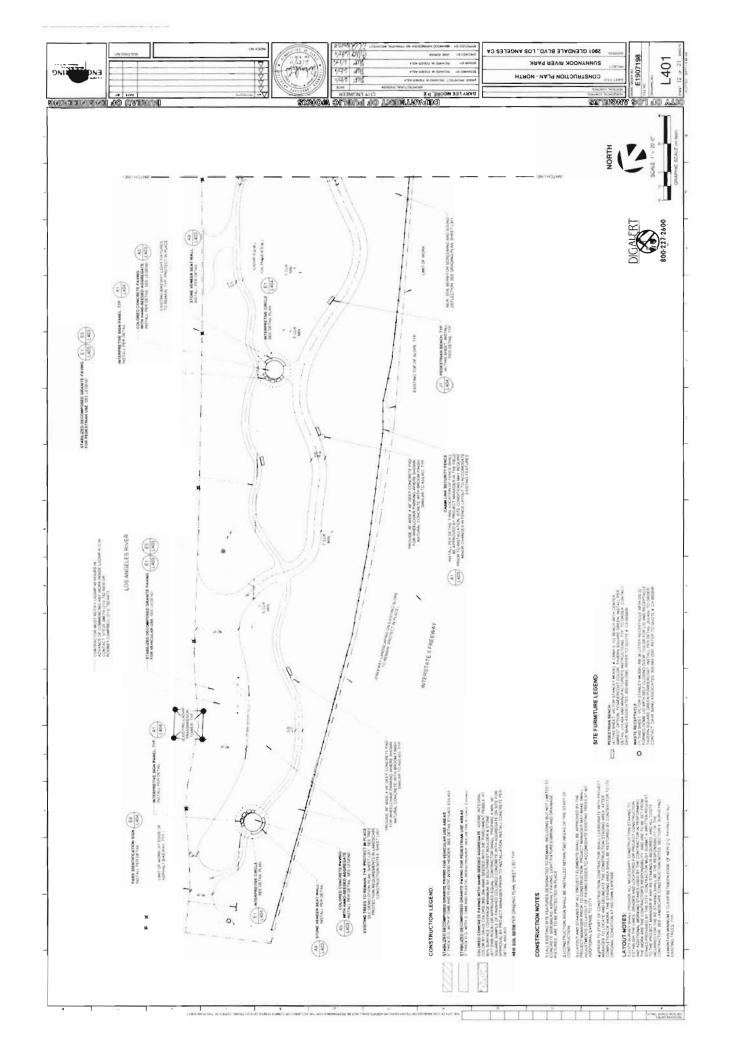


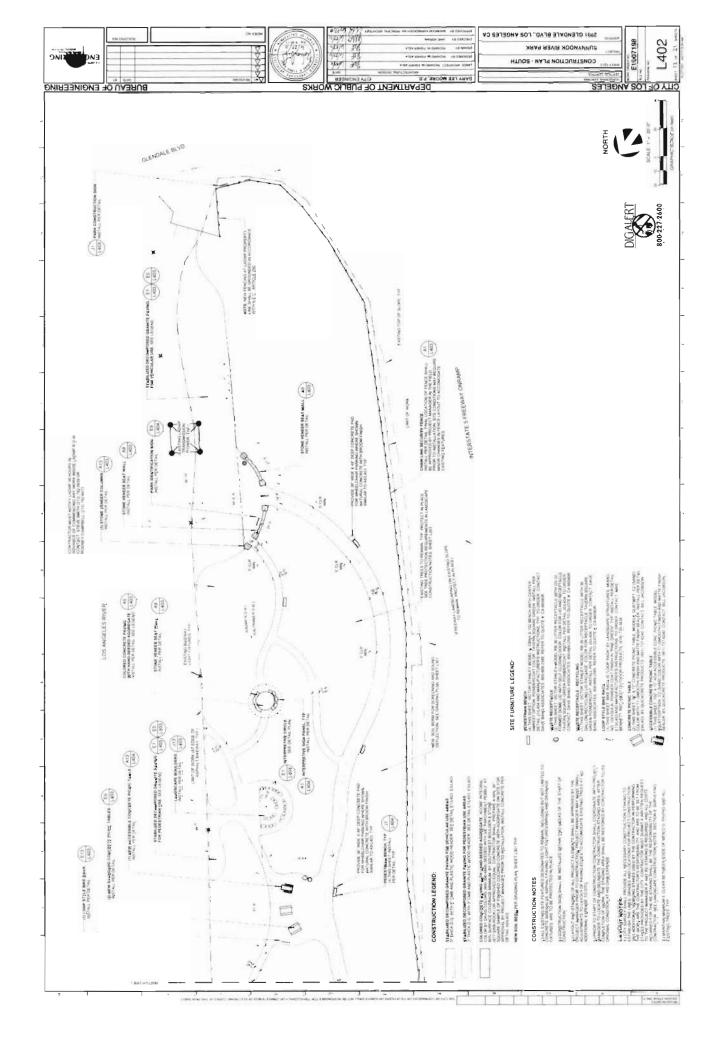


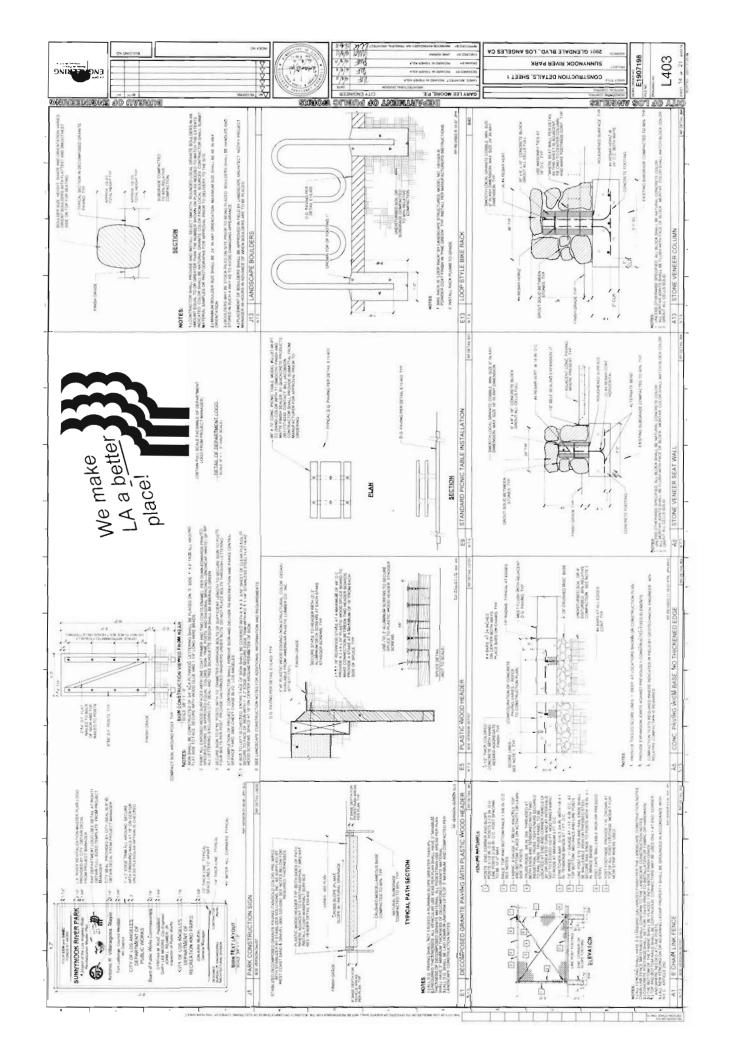


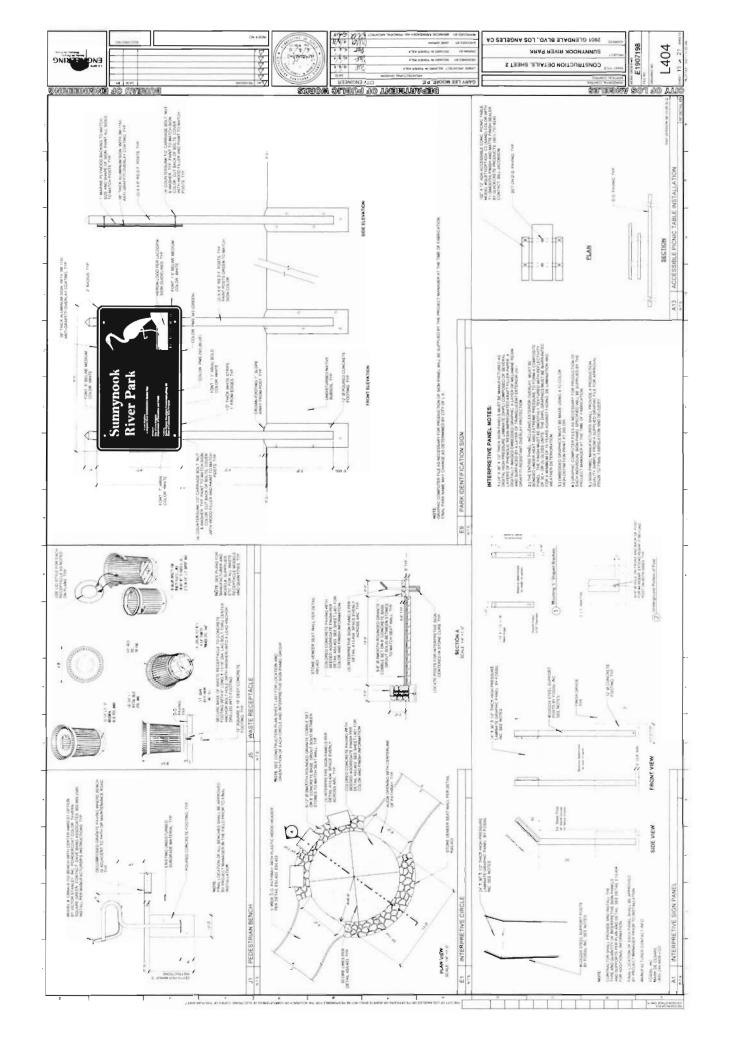


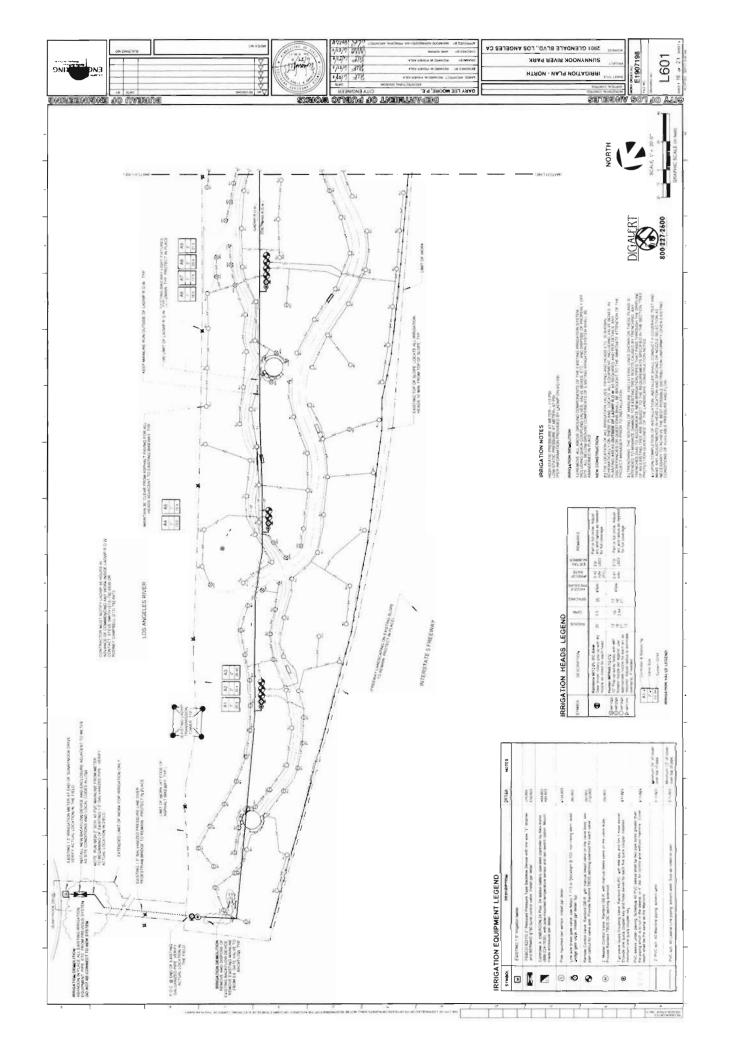


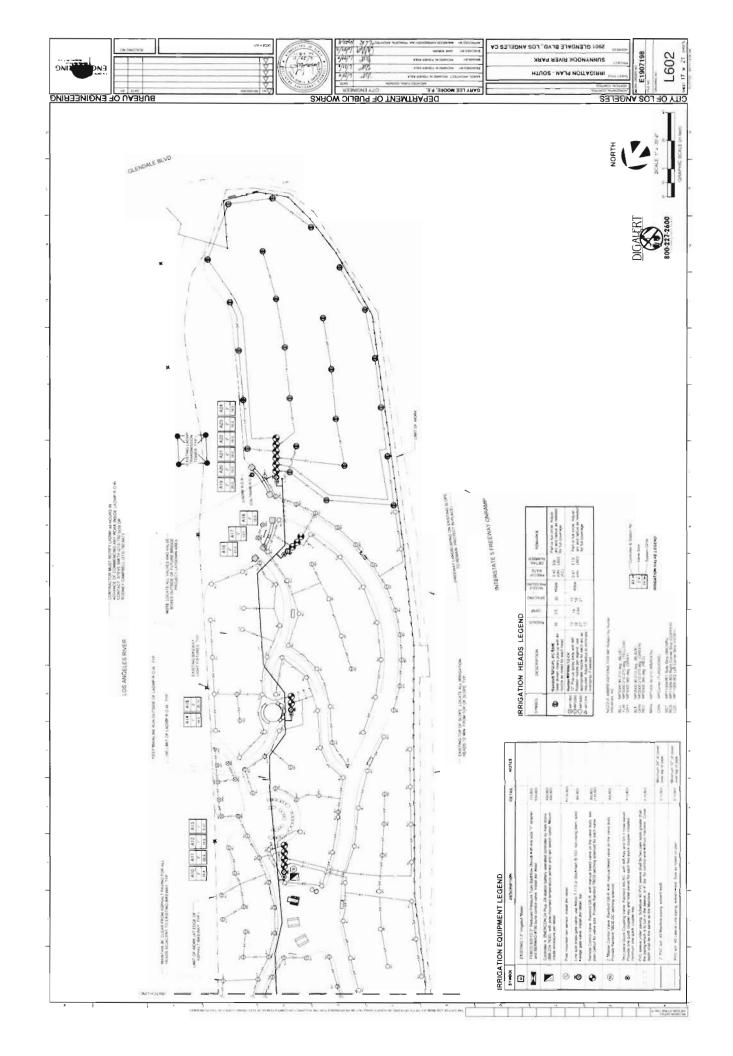


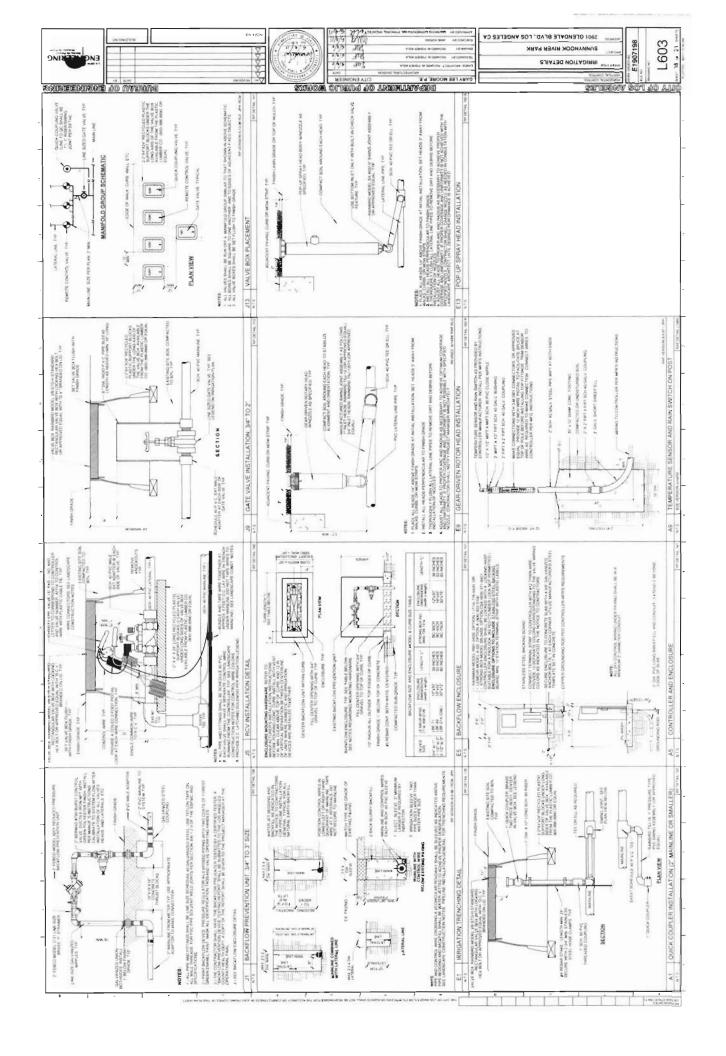


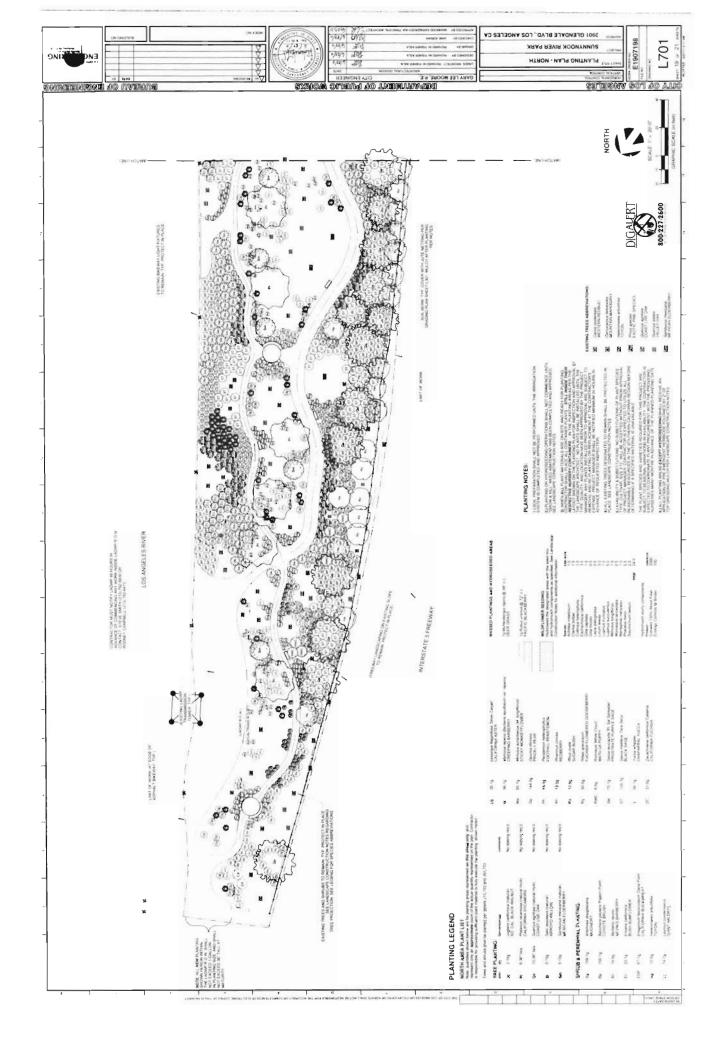


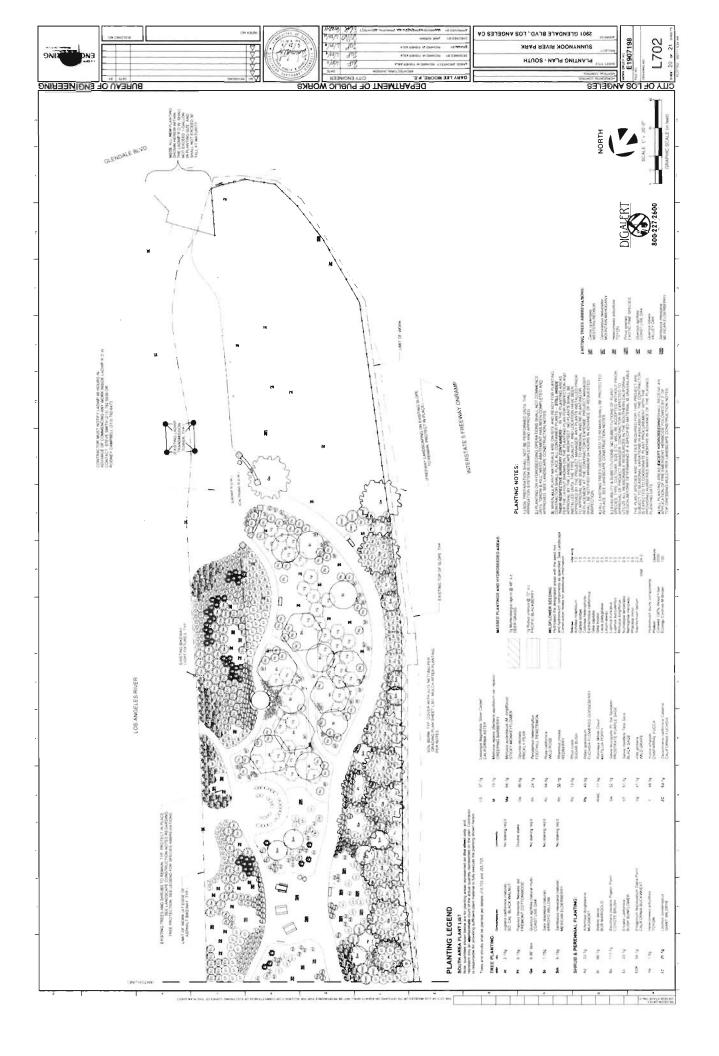


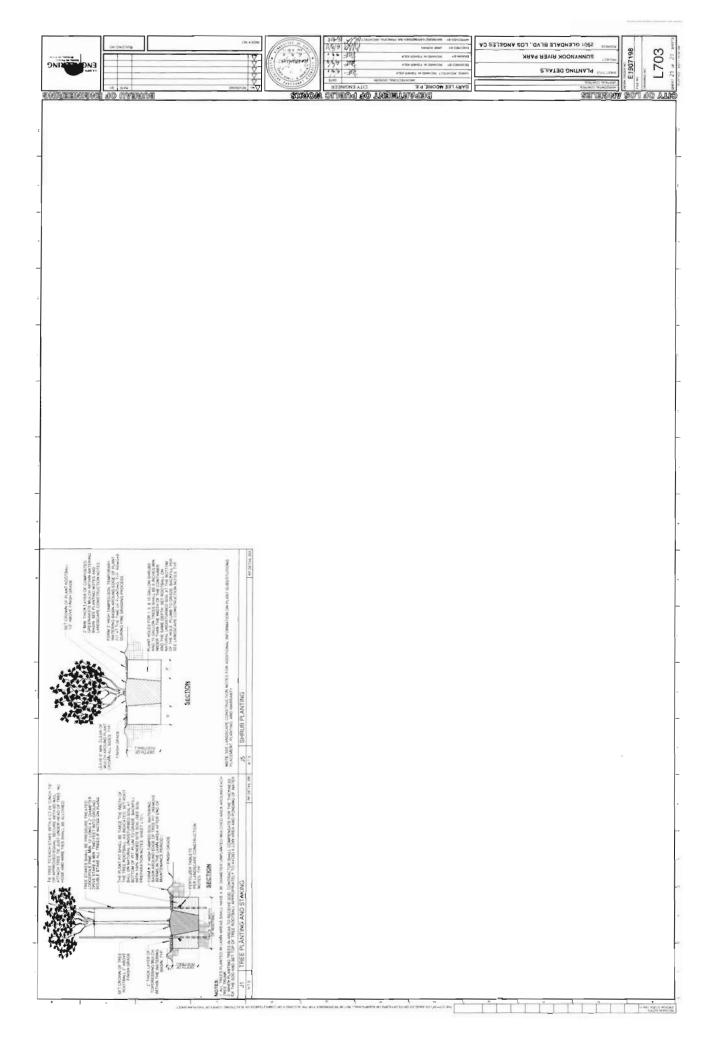












STANDARD CONDITIONS FOR CONSTRUCTION

- Energized transmission lines can produce electrical effects including, but not limited to, induced voltages and currents in persons and objects. Licensee hereby acknowledges a duty to conduct activities in such manner that will not expose persons to injury or property to damage from such effects.
- 2. Department personnel shall have access to the right of way at all times.
- 3. Unauthorized parking of vehicles or equipment shall not be allowed on the right of way at any time.
- 4. Unauthorized storage of equipment or material shall not be allowed on the right of way at any time.
- 5. Fueling of vehicles or equipment shall not be allowed on the right of way at any time.
- 6. Patrol roads and/or the ground surfaces of the right of way shall be restored by the Licensee to original conditions, or better.
- 7. All trash, debris, waste, and excess earth shall be removed from the right of way upon completion of the project, or the Department may do so at the sole risk and expense of the Licensee.
- 8. All cut and fill slopes within the right of way shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust and erosion control protection of the right of way.
- 9. All paving, driveways, bridges, crossings, and substructures located within the right of way shall be designed to withstand a combined weight of 40,000 pounds in accordance with the American Association of State Highway and Transportation Officials H20-44 (M18) wheel loadings.
- The location of underground pipelines and conduits shall be marked at all points where they cross the boundaries of the right of way and at all locations where they change direction within the right of way. The markings shall be visible and identifiable metal post markers for underground pipelines. Utility markers flush with surface may be used on pavement.
- 11A. General Grounding Condition

All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right of way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right of way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with State of California Code of Regulations, Title 8, Section 2941, and National Electric Code, Article 250.

11B. Grounding Condition for Cellular Facilities on Towers

All aboveground metal structures including, but not limited to, pipes, drainage devices, fences, and bridge structures located within or adjoining the right of way shall be properly grounded, and shall be insulated from any fencing or other conductive materials located outside of the right of way. For safety of personnel and equipment, all equipment and structures shall be grounded in accordance with American National Standards Institute of Electrical and Electronics Engineers Standard 487-latest edition, IEEE Guide for Safety in AC Substation Grounding.

- 12. Licensee shall neither hold the Department liable for nor seek indemnity from the Department for any damage to the Licensee's project due to future construction or reconstruction by the Department within the right of way.
- 13. Fires and burning of materials is not allowed on the right of way.
- 14. Licensee shall control dust by dust-abatement procedures approved by the Department, such as the application of a dust palliative or water.
- 15. The right of way contains high-voltage electrical conductors; therefore, the Licensee shall utilize only such equipment, material, and construction techniques that are permitted under applicable safety ordinances and statutes, including the following: State of California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 5, Electrical Safety Orders; and California Public Utilities Commission, General Order No. 95, Rules for Overhead Electric Line Construction.
- 16. Licensee is hereby notified that grounding wires may be buried in the right of way; therefore, the Licensee shall notify the Department's Transmission Construction and Maintenance Business Group at (818) 771-5018, or (818) 771-5076, at least 48 hours prior to the start of any construction activities in the right of way.

17A. Vehicle Parking

An area within 50 feet on one side of each tower measured along the longitudinal direction of the right of way, 25 feet on the opposite side of each tower, and ten feet on the remaining two sides of each tower, shall remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray.

17B. <u>Trucking Operations and Storage Operations</u>

An area within 50 feet on one side of each tower measured along the longitudinal direction of the right of way, and 25 feet on the remaining three sides of each tower, shall remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray.

17C. Permanent Structures

An area within 100 feet on all sides of each tower shall remain open and unobstructed for maintenance and emergencies, including periodic washing of insulators by high-pressure water spray.

- 18. Detailed plans for any grading, paving, and construction work within the right of way shall be submitted for approval to the Real Estate Business Group, Department of Water and Power, P.O. Box 51111, Room 1031, Los Angeles, California 90051-0100, no later than 45 days prior to the start of any grading, paving, or construction work. Notwithstanding any other notices given by Licensee required herein, Licensee shall notify the Department's Transmission Construction and Maintenance Business Group at (818) 771-5018, or (818) 771-5076, no earlier than 14 days and no later than two days prior to the start of any grading, paving, or construction work.
- 19. "As Constructed" drawings showing all plans and profiles of the Licensee's project shall be furnished to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100, within five days after completion of Licensee's project.
- 20. In the event that construction within the right of way is determined upon inspection by the Department to be unsafe or hazardous to Department facilities, the Department may assign a line patrol mechanic at the Licensee's expense.
- 21. If the Department determines at any time during construction that the Licensee's efforts are hazardous or detrimental to Department facilities, the Department shall have the right to immediately terminate said construction.
- 22A. All concentrated surface water which is draining away from the permitted activity shall be directed to an approved storm drain system where accessible, or otherwise restored to sheet flow before being released within or from the right of way.
- 22B. Drainage from the paved portions of the right of way shall not enter the unpaved area under the towers. Drainage diversions such as curbs shall be used on three sides of each tower. The open side of each tower shall be the lowest elevation side to allow storm water which falls under the tower to drain. The area under the towers shall be manually graded to sheet flow out from under the towers.
- 22C. Ponding or flooding conditions within the right of way shall not be allowed, especially around the transmission towers. All drainage shall flow off of the right of way.
- 22D. Licensee shall comply with all Los Angeles County Municipal Storm Water Permit and Standard Urban Storm Water Mitigation Plan requirements.
- 23A. Fills, including backfills, shall be in horizontal, uniform layers not to exceed six inches in thickness before compaction, then compacted to 90 percent relative compaction in accordance with the American Society for Testing and Materials D1557.
- 23B. The top two inches to six inches of the concrete footings of the towers shall remain exposed and not covered over by any fill from grading operations.
- 23C. Licensee shall provide the Department with one copy each of the compaction report and a Certificate of Compacted Fill, for clean fill compaction within the Department's right of way in accordance with the American Society for Testing and Materials D1557, approved by a geotechnical engineer licensed in the State of California.
- 24. A surety bond in the amount to be determined by the Department shall be supplied by the Licensee to assure restoration of the Department's right of way and facilities, and compliance with all conditions herein.

- 25. The Licensee shall obtain and pay for all permits and licenses required for performance of the work and shall comply with all laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover.
- 26. The term "construction", as used herein, refers only to that construction incidental to the maintenance or repair of the existing (requested facility) and shall not be construed to mean permission to construct any additional (requested facility).
- 27. Signs shall not exceed four feet wide by eight feet long, shall not exceed a height of 14 feet, shall be constructed of noncombustible materials, and shall be installed manually at, and parallel with, the right of way boundary.
- 28. Remote-controlled gates, or lock boxes containing the device or key for opening the remote-controlled gates, shall be capable of being interlocked with a Department padlock to allow access to the right of way by the Department. Licensee shall contact the Right of Way Supervisor at (818) 771-5048 to coordinate the installation of a Department padlock.
- 29. Licensee's cathodic protection system, if any, shall have a design that does not cause corrosion to Department facilities. A detailed design of the Licensee's cathodic protection system shall be submitted for approval to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100, no later than 45 days prior to the start of construction or installation of the cathodic protection system.
- 30A. Licensee shall install K-rails at a distance of ten feet from each side of the tower base for protection of towers. A distance of five feet from the tower base may be acceptable in locations where the patrol roads would be obstructed.
- 30B. Licensee shall install removable pipe bollards, spaced four feet apart, and at a distance of ten feet from each side of the tower base for protection of towers. A distance of five feet from the tower base may be acceptable in locations where the patrol roads would be obstructed.
- 31A Licensee shall provide and maintain a minimum 16-foot wide transition ramp for the patrol roads from the pavement to the ground surface. The ramp shall not exceed a slope of ten percent.
- 31B. Licensee shall provide and maintain a minimum 16-foot wide driveway and gate at all locations where the (road/street) crosses the Department's patrol roads. The designed gates must be capable of being interlocked with a Department padiock to allow access to the right of way by the Department.
- 32. Licensee shall post a sign on the entrance gate to the right of way, or in a visible location inside the entrance gate, identifying the contact person's name and telephone number for the prompt moving of (vehicles/trucks/trailers/containers) at times of Department maintenance or emergency activities, or any other event that (vehicles/trucks/trailers/containers) must be moved. In emergency conditions, the Department reserves all rights at any time to move or tow (vehicles/trucks/trailers/containers) out of specific areas for any transmission operation or maintenance purposes.

GUIDELINES FOR LANDSCAPING PURPOSES

(Transmission Line Rights-of-Way)

LANDSCAPING POLICY

The Los Angeles Department of Water and Power (LADWP) recognizes the need to consider the multiple uses of transmission line rights-of-way to maximize the benefits resulting from compatible multiple land uses. One of these uses is Landscaping. LADWP will allow Landscaping within its transmission line rights-of-way to parties submitting a viable plan which affects the range of real properties. LADWP must receive fair rental value for using our transmission line rights-of-way for the purpose of Landscaping.

This Landscaping policy, however, is contingent upon LADWP's ability to maintain strict control of its transmission line rights-of-way without adversely interfering with the essential and primary function of transmitting electrical power safely and reliably. In the event that the Landscaping improvements or activities interfere with LADWP's ability to efficiently operate and maintain the transmission system, then such allowance for Landscaping will be withdrawn for modification or termination. Any request for Landscaping within the transmission line rights-of-way must comply with these guidelines.

TERMINOLOGY AND OVERVIEW

"Landscaping", as used in these Guidelines, is defined as any activity that modifies the visible features of an area of land, including but not limited to: (1) living elements, such as plants; or gardening, with a goal of creating an attractive environment within the landscape; (2) natural elements such as landforms, or terrain shape and elevation; and (3) human elements such as structures, buildings, fences or other material objects created and/or installed by humans. Any request for landscaping will be reviewed on a case-by-case basis.

Landscaping on a transmission line right-of-way where LADWP has an easement will require a Consent Agreement from LADWP and License Agreement (License) or Lease Agreement (Lease) with the underlying fee owner; Landscaping on a transmission line right-of-way where LADWP has fee ownership will require a License or a Lease. Both the Consent Agreement and the License/Lease will be collectively referred to herein as the "Agreement". The individual or company that obtains the Agreement for use of the property is referred to herein as "User".

The Real Estate Section (Real Estate) will review each request for Landscaping within the transmission line right-of-way and determine the adequacy of such proposed plan and its compatibility with LADWP's requirements listed under "Guidelines" and the surrounding property owners. The Power System Engineering Services Division (ESD), Legal Division, Wastewater Quality and Compliance within Environmental Services Division will review and report its findings and recommendations to Real Estate for processing. Final approval of any plans and documents, including the decision to allow such uses, is the responsibility of ESD.

Each request for Landscaping will be reviewed on its own merits and must comply with the attached conditions described under "Guidelines." LADWP reserves the right to impose

additional conditions and requirements deemed appropriate and necessary for the specific request under review. These conditions and requirements shall be strictly enforced; any violation of the conditions and requirements shall be grounds for termination of the Agreement. The decision whether to allow such use is within the sole and absolute discretion of LADWP.

Guidelines Approved by:	
ORIGINAL SIGNED BY MICHAEL A. COIA	12/23/09
MICHAEL A. COIA Executive Director	Dated
Power Operation and Maintenance	

GUIDELINES

- 1. General Guidelines for All Secondary Land Use Programs, as shown on Attachment 1 are incorporated herein, and unless otherwise specified herein or in the Agreement, User shall comply with the General Guidelines for All Secondary Land Use Programs.
- 2. LADWP requires drought tolerant landscaping to encourage water conservation.
- 3. One factor reviewed on landscaping plans is how proposed uses impact the transmission line rights-of-way accessibility during Department maintenance and emergency operations. Plant or decomposed granite ground cover that does not create an obstacle (can be driven over) for large vehicles may be used anywhere in the area designated for landscaping. Plants, which may not be used as ground cover, may be spaced from two to 12 feet apart, depending on their size, location, and local terrain. Unless otherwise approved in writing by LADWP, plants not used as drivable ground cover may occupy up to 20% of the landscaping area. Plants may be up to three feet high, and five feet across. Plants that are easy to remove and replace are considered more suitable for landscaping.
- 4. User will install water conservation efficient fixtures for irrigation purposes such as drip systems and/or smart controllers. If available, User shall utilize recycled water for irrigation.
- 5. The installation and maintenance of any irrigation system shall be at no expense to LADWP. All waterlines shall be buried at a minimum depth of 24 inches where they cross the patrol road and all other vehicle crossings.
- 6. Plant or decomposed granite ground cover that does not create an obstacle for large vehicles may be located no closer than 10 feet from the towers measured from the outermost surface of the tower footing closest to the item being measured. Plants (not drivable ground cover), and other permanent above-grade improvements, and shall not be located closer than 100 feet from the tower footings.
- 7. LADWP shall not be liable for any damage to the irrigation system, plants/trees and containers, or other facilities placed on the transmission line right-of-way because of LADWP's operation and maintenance.
- 8. Plants must be trimmed and maintained at a height not to exceed 15 feet.
- 9. Plants larger than a 15-gallon size shall be permitted only in the area between 10 feet outside the conductor drip line and the adjacent side property line.
- 10. Approved shade structures and portable storage sheds for tools or supplies shall be permitted only in the area between 10 feet outside the conductor drip line and the adjacent side property line. They shall not exceed 10 feet in height and shall not exceed a footprint of 10 feet by 20 feet. Noncombustible materials shall be used for their construction. Wooden framing materials are not permitted. The shade structure framing shall be designed for quick and easy

disassembly. The frame covering shall be a fire retardant material. Storage sheds are limited to a maximum of one per acre.

- 11. None of the allowed structures, appurtenances, and nursery products discussed in the foregoing shall be placed on LADWP's transmission line right-of-way until drawings locating these items have been submitted to and approved by LADWP in writing. Structures and appurtenances not mentioned in the foregoing shall not be permitted. All metal structures, such as fencing, shall be electrically grounded.
- 12. Storage of bulky items is not allowed, unless otherwise approved by LADWP in writing.
- 13. Storage of mulch and soil shall be limited to a maximum amount of 20 cubic yards, unless otherwise approved by LADWP in writing.
- 14. No removal of existing soil is allowed.
- 15. Vehicle Parking Guidelines shall apply where vehicle parking is allowed.

Understanding EMF Electric and Magnetic Fields

During recent years, questions have been raised about the possible health effects of 60-hertz (power frequency) electric and magnetic fields (EMF), which are found wherever you have electricity. This webpage contains easy-to-read information that will help you understand the EMF issue, plus practical tips you can use if you want to reduce your exposure at home and at work.

Can EMF Harm Your Health?

COLUEDTY

Electric and magnetic fields (EMF) are present wherever electricity flows - around appliances, power lines, in offices, schools and homes. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low but warrants further investigation. Most, but not all, childhood studies have reported a weak association between estimates, but not direct measures, of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Laboratory experiments have shown that magnetic fields can cause changes in living cells. It is not clear whether these changes suggest any risk to human health.

Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful.

The Two Types of Fields

60_HFDT7

MAGNETIC FIELDS	ELECTRIC FIELDS
Can pass through most objects.	Can be blocked or partially shielded.
Get weaker with distance.	Get weaker with distance.
Are created by the current - or flow of electricity - through a wire, such as when an appliance is turned on.	Are produced by the voltage - or electrical "pressure" - in a wire, such as when an appliance is plugged in (but not turned on).

Magnetic Field Measurements

Magnetic Fields in the Home

Measurements are in milligauss (mG)

Home Appliances at	1.2" away	12" away	39" away
Microwave Oven	750 to 4,000 mG	40 to 80 mG	3 to 8 mG
Clothes Washer	8 to 400 mG	2 to 30 mG	0.1 to 2 mG
Electric Range	60 to 2,000 mG	4 to 40 mG	0.1 to 1 mG
Fluorescent Lamp	400 to 4,000 mG	5 to 20 mG	0.1 to 0.3 mG
Hair Dryer	60 to 20,000 mG	1 to 70 mG	0.1 to 3 mG
Television	25 to 500 mG	0.4 to 20 mG	0.1 to 2 mG

Source: Adapted from Gauger 1985

Magnetic Fields Outside

(Maximum range in California utilities will vary.)

Distribution Lines	1 to 80 milligauss under the line
Transmission Lines	1 to 300 milligauss edge of right-of-way

Research Is Ongoing

A number of research studies are now under way to determine if magnetic fields do pose any health risk and, if so, what aspect of the fields might be harmful. For example, at this time, no one knows whether the length of time in a field, the field strength, going "in and out" of a field, or combinations of these with other factors might be relevant.

What Is Being Done About EMF in California?

As a result of a 1993 decision by the California Public Utilities Commission, an EMF research and information program has been established. This program is managed by the California Department of Health Services (CDHS) and funded by utility rate payers. The purpose of the program is to perform research and policy analysis, and provide education and technical assistance to benefit Californians. Input to the CDHS is provided by a Stakeholders Advisory Consultant Group (SAC), consisting of representatives of the public, consumer groups, health and scientific experts, and labor and utility representatives. Additional input can be provided by state agencies, consultants, and special interest groups during the open forum discussion periods at the SAC meetings. These meetings are open to the general public. Financial support by utilities of the \$65-million federal program is continuing.

What You Can Do?

Studies of EMF have not shown that people need to change the way they use electric appliances or equipment. But if you feel reducing your exposure would be beneficial, you can increase your distance from electric appliances and/or limit the amount of time you use appliances at home or at work.

For instance:

- You can place telephone answering machines and electric clocks away from the head of your bed.
- You can increase your distance from appliances such as televisions, computer monitors and microwave ovens.
- You can also reduce your EMF exposure by limiting the time you spend using personal appliances such as hair dryers, electric razors, heating pads and electric blankets.
- You can limit the time you spend using electric cooking appliances.
- You can locate sources of EMF in your work environment and spend break time in lower-field areas.

It is not known whether such actions will have any impact on your health.

"To Summarize..."

- EMF exists wherever there is electricity: in homes, in workplaces and near power lines. Electric fields exist whenever equipment is plugged in, but magnetic fields exist only when equipment is turned on. Both types of fields get weaker with distance from their source.
- Until more is known, your best strategy is to stay informed and, if you think it's necessary, to limit your exposure. You may be able to reduce your exposure by identifying EMF sources, changing the way you use electric appliances and increasing your distance from EMF sources.

For More Information Call or Write Us:

- Call: LADWP EMF Inquiry Line @ (213) 367 2616
- .
- Post:

Los Angeles Department of Water And Power EMF Research and Education Team Room 1044
111 North Hope St.
Los Angeles, Ca 90012-2694

Links to other related sites

- --http://www.niehs.nih.gov/health/topics/agents/emf/
- Compared to the second secon
- --http://www.bioelectromagnetics.org/index.php
- --http://www.bioelectromagnetics.org/resources.php