

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving Resolution No. 018-157 of the Board of Water and Power Commissioners and authorizing the grant of an easement to San Fernando Homes Corp. for storm water drainage facilities located on a portion of the Los Angeles Department of Water and Power's Mission Wells Facility, Los Angeles California in exchange for an emergency fire access road easement from San Fernando Homes Corp.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. It is found and determined that the non-exclusive easement described in this ordinance, over property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power (LADWP), should be granted to San Fernando Homes Corp. The Board of Water and Power Commissioners (Board) adopted a resolution authorizing the grant of the no – exclusive easement and requesting the City Council to authorize, by ordinance, the execution, acknowledgment and delivery of an instrument, in writing, on behalf of the City of Los Angeles, as provided in Section 675(d)(2) of the Los Angeles City Charter, in order to complete this transaction. LADWP shall receive a non-exclusive fire access easement from San Fernando Homes Corp. in exchange.

Sec. 2. The non-exclusive easement is described more particularly in the Easement Deed and Agreement, which is attached hereto as Exhibit A and incorporated by this reference.

Sec. 3. The grant of the easement is hereby authorized and ordered. The President or Vice President of the Board, or the General Manager of LADWP, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board, are hereby authorized and directed to execute in the name of the City of Los Angeles, the Easement Deed and Agreement, in the form substantially attached as Exhibit A, approved as to form and legality by the City Attorney, conveying said non-exclusive easement to San Fernando Home Corp.

EXHIBIT A

EASEMENT DEED AND AGREEMENT

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DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_ (County)  
\$ \_\_\_\_\_ (City)  
\_\_\_\_\_ Computed on the consideration or value of  
the property conveyed, or  
\_\_\_\_\_ Computed on the consideration or value  
less liens or encumbrances remaining at  
time of sale.  
\_\_\_\_\_  
Signature of agent determining tax for L.A.D.W.P.

EASEMENT DEED AND AGREEMENT

THE CITY OF LOS ANGELES, a municipal corporation, grants to  
SAN FERNANDO HOMES CORP., a California corporation ("Grantee") and Grantee  
accepts, a nonexclusive easement for the purposes of drainage of storm water and  
right-of-way to lay, construct, repair, maintain, operate, renew and replace storm drain  
channels and appurtenances incidental thereto (herein referred to as "facilities") for the  
conveyance of storm runoff and natural surface drainage water in, over, under and  
across the real property in the City of Los Angeles, County of Los Angeles, State of  
California, described as:

SEE ATTACHED LEGAL DESCRIPTION AND MAP (Exhibit "A")

EXCEPTING AND RESERVING to the City of Los Angeles all water and water  
rights appurtenant whether surface or subsurface and also reserving all oil, gas, and  
petroleum, or other mineral or hydrocarbon substances, without the right to enter upon  
the surface of said land for such use.

W-87995

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO easements, covenants, conditions, restrictions, and other matters of record.

**Indemnities:**

General: Grantee acknowledges that it has inspected the property, knows the condition thereof, and on behalf of itself, and its successors and assigns covenants, undertakes and agrees to indemnify, and hold harmless the City of Los Angeles, the Los Angeles Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, assigns, and/or employees (individually and collectively, "Indemnitees"), and at the option of the City of Los Angeles, defend by counsel satisfactory to the City of Los Angeles, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including, but not limited to, indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including, but not limited to, Grantee's officers, employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the property, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this Deed or to the property covered under this Deed, regardless of any negligence on the part of Indemnitees, except for the sole negligence



or willful misconduct of LADWP. It is the specific intent of this section that this Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Deed.

Environmental: Grantee, on behalf of itself, and its successors and assigns further covenants, undertakes and agrees to indemnify and hold harmless the Indemnitees, and at the option of the City of Los Angeles, defend by counsel satisfactory to the City of Los Angeles, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Grantee's officers, employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the property, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Grantee of any term and/or condition of this Deed, relating directly or indirectly to the release or spill of any pollutant, contaminant, hazardous waste or hazardous substance, resulting from or incident to the presence upon or performance of activities by Grantee or its officers, employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons acting or purporting to act on

their behalf with respect to the property covered under this Deed, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the LADWP. It is the specific intent of this section that this Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Deed."

The indemnities set forth above shall run with the land and shall be binding on Grantee and its successors and assigns in interest to the property legally described in Exhibit "A".

**Insurance:**

Grantee shall procure at its own expense, and keep in effect at all times during the term of this License, the types and amounts of insurance specified on the attached Attachment A, attached hereto and made a part hereof.

**a) Additional Insured Status Required**

Grantee shall procure at its own expense, and keep in effect at all times during the term of this License, the types and amounts of insurance specified on the attached Contract Insurance Requirement page, Attachment A. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure the City of Los Angeles, its LADWP, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Grantee's acts or omissions in its performance of the

Easement, use and occupancy of the area granted hereunder or other related functions performed by or on behalf of Grantee. Such insurance shall not limit or qualify the liabilities and obligations of the Licensee assumed under the contract.

**b) Severability of Interests and Cross Liability Required**

Each specified insurance policy (other than Workers' Compensation and Employers' Liability coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the Insured under this Agreement with the City of Los Angeles."

**c) Primary and Non-Contributory Insurance Required**

All such insurance shall be Primary and Noncontributing with any other insurance held by City's LADWP/Grantor where liability arises out of or results from the acts or omissions of Grantor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Grantor. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Grantee's insurance is primary for all purposes despite any conflicting provision in the Grantee's policies to the contrary.

**d) Deductibles Subject to Department's Discretion**

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of LADWP (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of

LADWP, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional Insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Grantee in its operations.

**e) Proof of Insurance for Renewal or Extension Required**

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with LADWP. If such coverage is canceled or reduced in coverage, Grantee shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LADWP evidence that the required insurance has been reinstated or provided through another insurance company or companies.

**f) Submission of Acceptable Proof of Insurance and Notice of Cancellation**

Grantee shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements either by production of certificates of insurance accompanied by the actual policy endorsement forms, by use of LADWP's own endorsement form(s), or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with LADWP prior to Grantee beginning operations or occupying the easement area hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for LADWP, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the

Office of Risk Management of the Los Angeles Department of Water at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: Risk Management Section – Los Angeles Department of Water and Power, 111 N. Hope Street, Room 465, Los Angeles, California 90012.

**g) Claims-Made Insurance Conditions**

Should any portion of the required insurance be on a "Claims Made" policy, the Grantee shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

**h) Failure to Maintain and Provide Proof as Cause for Termination**

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend the Easement.

**i) Sub-Contractor Compliance**

The Grantee shall be responsible for all subcontractor's and sub-grantee's compliance with the insurance requirements.

**j) Periodic Right to Review/Update Insurance Requirements**

LADWP and Grantee agree that the insurance policy limits specified on the attached Contract requirement page may be reviewed for adequacy annually throughout the term of this License by the Risk Manager, who may thereafter require Grantee to adjust the amounts and types of insurance coverage however the Risk

Manager deems to be adequate and necessary. Grantor/City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

**k) Specific Insurance Requirements**

See Attachment A, "Contract Insurance Requirements," attached hereto and made a part hereof.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
DAVID H. WRIGHT  
General Manager

Date: \_\_\_\_\_

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary

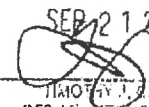
SAN FERNANDO HOMES CORP.,  
A CALIFORNIA CORPORATION

By:  \_\_\_\_\_

And: \_\_\_\_\_

Authorized by:  
Resolution No. \_\_\_\_\_  
Adopted \_\_\_\_\_  
Approved by  
Council \_\_\_\_\_  
Council File No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. EFFER, COUNTY CLERK

SEP 21 2011  
BY:  \_\_\_\_\_  
TIMOTHY J. P. \_\_\_\_\_  
DEPUTY COUNTY CLERK

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

STATE OF CALIFORNIA

COUNTY OF Los Angeles

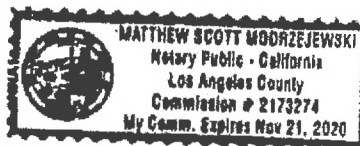
On 8/3/17 before me, Matthew Scott Modzejewski, Notary Public  
personally appeared Shawn Evenhaim

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

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

WITNESS my hand and official seal.

Signature Matthew Scott Modzejewski (Seal)



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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**EXHIBIT A**

Right-of-Way No.	13384-2
Real Estate File No.	W-87995
Work Order No.	WAR22
Drawing No.	D05958-P-001
Council District No.	7
Coordinate File Nos.	218-147 and 218-150
Cadastral Map No.	219B149
Assessor's Parcel No.	2611-006-900
Thomas Bros Map Grid No.	481-J6

Two 7-Foot Wide Drainage Easements to be Granted to California Home Builders at  
 Los Angeles Department of Water and Power's Mission Wells Property  
 12331 N. Havana Avenue, Sylmar, CA 91342  
NW/o the intersection of Bleeker Street and Havana Avenue

Basis of Bearings:

The basis of bearing of this legal description is the north line of Tract No. 10799, having a bearing of North 80° 52' 05" West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 189, Pages 29 and 30, of Maps, in the Office of the County Recorder of said County.

Those certain portions of said Tract, being two strips of land, 7.00 feet wide, the sidelines of said strips of land, lying parallel with and distant 3.50 feet on each side of the following described lines:

Strip 1

Commencing at the point being the southeasterly terminus of said north line, said point also shown as "Pd. 2" I.P. Set in Conc. Flush" on said Tract;

- L1. thence along said north line, North 80° 52' 05" West, 238.43 feet to the True Point of Beginning;
- L2. thence leaving said north line South 3° 05' 53" West, 38.54 feet to the Point of Terminus.

The sidelines of said strip of land shall be prolonged or shortened to begin on said north line and to terminate at a line running through said Point of Terminus at right angles.

The above-described Strip of Land contains an area of approximately 270 square feet.

Checked Date: 2/6/2017
<i>[Signature]</i>
<i>[Signature]</i>

PREPARED BY WATER SYSTEM SURVEYS & RIGHT-OF-WAY GROUP
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Right-of-Way No.	13384-2 Continued...
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Strip 2

Commencing at the point being the southeasterly terminus of said north line, said point also shown as "Pd. 2" I.P. Set in Conc. Flush" on said Tract;

- L3. thence along on said north line North 80° 52' 05" West, 523.86 feet to the True Point of Beginning;
- L4. thence leaving said north line South 12° 15' 11" East, 48.76 feet, being the Point of Terminus.

The sidelines of said strip of land shall be prolonged or shortened to begin on said north line and to terminate at a line running through said Point of Terminus at right angles.

The above-described Strip of Land contains an area of approximately 341 square feet.

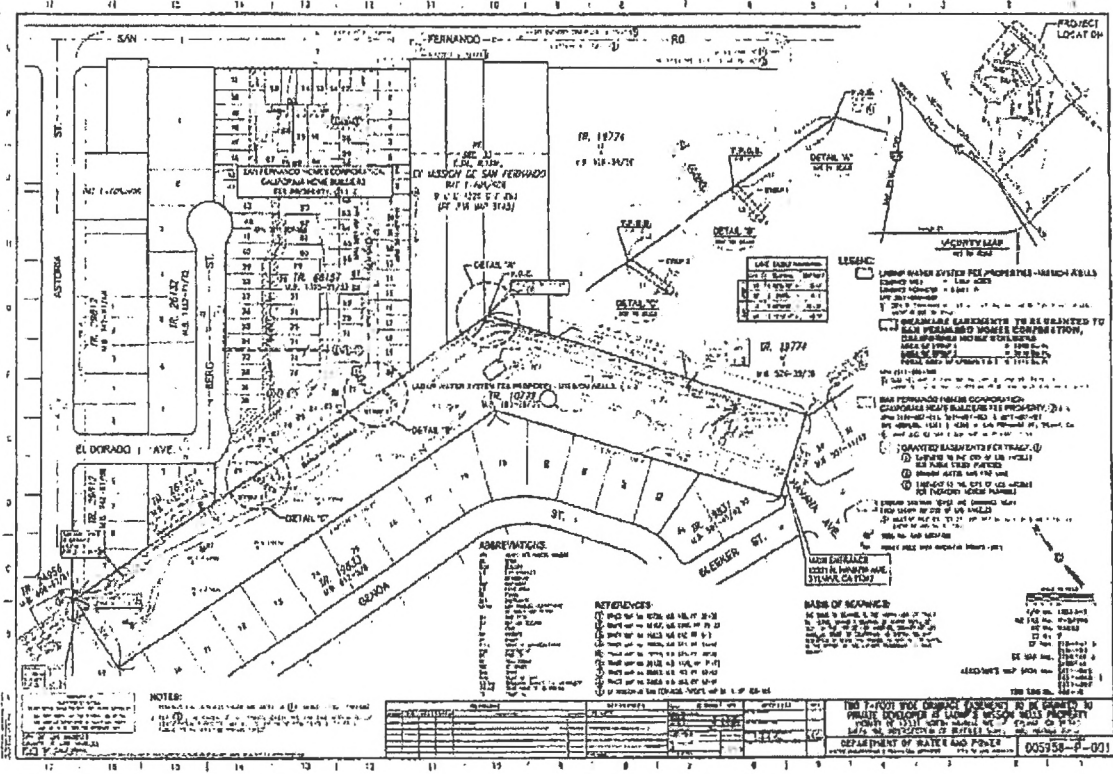
Checked	
Date:	2/6/2017
	<i>Henry [Signature]</i>
	<i>J. Welch</i>



Electronic File Path: \\filer01\right-of-way\Projects\RIV13384-2\Legal\_Descriptions\L13384-2\_213-130\_E\_2\_7\_A\_Strip\_Mission\_Pells\_2017-02-06.doc

PREPARED BY WATER SYSTEM SURVEYS & RIGHT-OF-WAY GROUP
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005358-P-001



NO.	DESCRIPTION	DATE	BY	CHECKED
1	...	...	...	...
2	...	...	...	...
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THIS PLAN FOR WATER SYSTEM IS TO BE USED IN PRIVATE DEVELOPMENT OF LANDS IN SAN FERNANDO VALLEY, CALIFORNIA, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE DEPARTMENT OF WATER AND POWER.

DEPARTMENT OF WATER AND POWER  
 005358-P-001

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER**  
**For Contractors, Service Providers, Vendors, and Tenants**

ATTACHMENT A

Agreement/Activity/Operation: Easement Deed - Construct, repair, maintain and operate - Storm Drain drainage  
 Reference/Agreement: W-87995 - CERTIFICATE ACCEPTABLE (w/proper endorsements)  
 Term of Agreement: San Fernando Homes Corp  
 Contract Administrator and Phone: Brandy Roybal-Valdez (213) 202-0512  
 Buyer and Phone Number: \_\_\_\_\_

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.


**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability:** ( \$1,000,000.00 )
  - () Broad Form All States Endorsement ( ) US L&H (Longshore and Harbor Workers)
  - ( ) Jones Act (Maritime Employment) ( ) Outer Continental Shelf
  - () Waiver of Subrogation ( ) Black Lung (Coal Mine Health and Safety)
  - ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- () **AUTOMOBILE LIABILITY:** ( \$1,000,000.00 )
  - () Owned Autos ( ) Any Auto
  - () Hired Autos () Non-Owned Auto
  - ( ) Contractual Liability () Additional Insured
  - ( ) MCS-80 (US DOT) ( ) Trucker's Form
  - ( ) Waiver of Subrogation ( ) Other: \_\_\_\_\_
- () **GENERAL LIABILITY:** ( ) Limit Specific to Project ( ) Par Project Aggregate ( \$1,000,000.00 )
  - () Broad Form Property Damage () Contractual Liability () Personal Injury
  - () Premises and Operations () Products/Completed Ops. ( ) Independent Contractors
  - ( ) Fire Legal Liability ( ) Garagekeepers Legal Liab. ( ) Child Abuse/Molestation
  - ( ) Corporal Punishment ( ) Collapse/Underground ( ) Explosion Hazard
  - ( ) Watercraft Liability ( ) Pollution () Addition Insured Status
  - ( ) Waiver of Subrogation ( ) Airport Premises ( ) Hangarkeepers Legal Liab.
  - ( ) Marine Contractors Liability ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) **PROFESSIONAL LIABILITY:** ( )
  - ( ) Contractual Liability ( ) Waiver of Subrogation ( ) 3 Year Discovery Tail
  - ( ) Additional Insured ( ) Vicarious Liability Endl. ( ) Other: \_\_\_\_\_
- ( ) **AIRCRAFT LIABILITY:** ( )
  - ( ) Passenger Per Seat Liability ( ) Contractual Liability ( ) Hull Waiver of Subrogation
  - ( ) Pollution ( ) Additional Insured ( ) Other: \_\_\_\_\_
- ( ) **PROPERTY DAMAGE:** ( ) Loss Payable Status (AOIMA) ( )
  - ( ) Replacement Value ( ) Actual Cash Value ( ) Agreed Amount
  - ( ) All Risk Form ( ) Named Perils Form ( ) Earthquake: \_\_\_\_\_
  - ( ) Builder's Risk:\$\_\_\_\_\_ ( ) Boiler and Machinery ( ) Flood: \_\_\_\_\_
  - ( ) Transportation Floater:\$\_\_\_\_\_ ( ) Contractors Equipment\$\_\_\_\_\_ ( ) Loss of Rental Income: \_\_\_\_\_
  - ( ) Scheduled Locations/Propl. ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) **WATERCRAFT:** ( )
  - ( ) Protection and Indemnity ( ) Pollution ( ) Additional Insured
  - ( ) Waiver of Subrogation ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) **POLLUTION:** ( )
  - ( ) Incipient/Long Term ( ) Sudden and Accidental ( ) Additional Insured
  - ( ) Waiver of Subrogation ( ) Contractor's Pollution ( ) Other: \_\_\_\_\_
- ( ) **CRIME:** ( ) Joint Loss Payable Status ( ) Additional Insured ( )
  - ( ) Fidelity Bond ( ) Financial Institution Bond ( ) Loss of Monies/Securities
  - ( ) Employee Dishonesty ( ) In Transit Coverage ( ) Wire Transfer Fraud
  - ( ) Computer Fraud ( ) Commercial Crime ( ) Forgery/Alteration of Docs.
  - ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) **ASBESTOS LIABILITY:** ( ) Additional Insured ( )

Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
TIMOTHY J. CHUNG  
Deputy City Attorney

Date 4/5/18

File No. \_\_\_\_\_

m:\proprietary\_occ\dwp\tim chung\ordinance mission wells stormwater drainage easement to san fernando homes (final).docx

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles April 24, 2018 and was passed at its meeting of May 1, 2018.

CITY CLERK

MAYOR

\_\_\_\_\_

\_\_\_\_\_

Ordinance Passed \_\_\_\_\_

Approved \_\_\_\_\_