

35463

ACCESS AGREEMENT

This Access Agreement (“**Agreement**”) is made between **CITY OF LONG BEACH**, a California municipal corporation (the “**City**”), and **COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”).

The City acquired property, identified as Los Angeles County Assessor’s Parcel Numbers 7271-019-901 and 7271-020-908, that was previously owned by Southern Pacific Transportation Company, now known as Union Pacific Railroad Company (the “**Property**”). The City developed the Property into the Drake/Chavez Soccer Fields and Greenbelt (the “**Park**”) as shown on Exhibit A.

The District owns, operates, and maintains a 10-inch diameter Pump District No. 5 Connection Trunk Sewer (“**Sewer**”) located entirely inside the Property, as shown on Exhibit A. The Sewer is owned and maintained by the District pursuant to a perpetual easement recorded August 23, 1949, in Book 31593, Page 388, in the Official Records of Los Angeles County. The District has historically accessed and maintained the Sewer through an access road that has now been redeveloped as part of the Park. The recent development of the Park has restricted the District’s ability to access, operate, and maintain the Sewer.

The City and the District wish to provide new terms under which the District shall continue to have regular access to the Sewer. The City and the District therefore agree as follows:

1. Access. The City hereby authorizes the District to install a gate in the chain-link fence that divides the Property from the adjoining parcel at 1200 Oregon Avenue, Long Beach, California to the north of the Property. The District and its agents shall have the right to enter upon the Property through the gate in the general area depicted on Exhibit A (the “**Access Area**”) to perform cleaning, inspection, and maintenance of the Sewer. The District and its agents shall have the right to pass and repass over and along the Access Area, including the right to temporarily deposit tools, implements, and other materials on the Access Area for the purposes described in this Agreement.
2. Notice. Except in emergency situations as defined below, the District will provide the City with forty-eight (48) hours prior notice to Park Landscape Superintendent at 562-570-4895 before entering the Access Area. An “emergency situation” shall be defined as the actual or threatened existence of conditions of disaster or of significant threat the safety of persons and property within the City of Long Beach caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, or any public health threat such as the likely event of a sewer overflow.
3. District Limitations. The District shall not use the Property or the Access Area for any other purposes beyond those described in this Agreement without the express written consent of the City. To the extent that District’s activities in, under, or through the Access Area disturb the Property, including but not limited to the surface, turf, landscaping, irrigation or any other improvements constructed by the City or on the City’s behalf, the District shall be solely responsible for restoring the Property to substantially the same condition that existed prior to District’s activities thereof.

4. City Limitations. The City shall not construct or install any new improvements in, on, over, under, across or through the Access Area without the express written consent of the District, or construct or install adjacent to the Access Area any new improvements that might adversely impact the District's access to its Sewer and appurtenances located on the City's property.

5. Indemnity. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the City of Long Beach, its directors, officers, employees and agents with respect to all losses to the extent arising out of, or in connection with: (a) the District's (including but not limited to its agents, contractors, consultants, employees, and all others acting on behalf of the District, collectively "District Parties") use of the Property and/or its surroundings; and (b) any environmental contamination in or about the Access Area, or the violation of any Environmental Law (collectively, an "Adverse Environmental Condition"), caused by the District or the District Parties. This indemnification includes the following: all liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders or judgments), damages (including punitive damages but excluding consequential damages) and costs (including attorney, consultant and expert fees and expenses) resulting from said Adverse Environmental Condition. This indemnification shall survive the expiration or termination of this Agreement.

The Parties are signing this instrument on January 31, 2020.

APPROVED AS TO FORM

JAN. 21, 2020
 CHARLES PARKIN, City Attorney

By [Signature]
 ARTURO D. SANCHEZ
 DEPUTY CITY ATTORNEY

CITY OF LONG BEACH

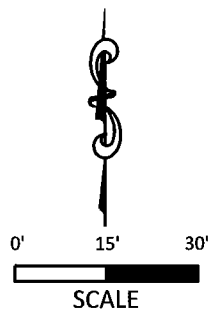
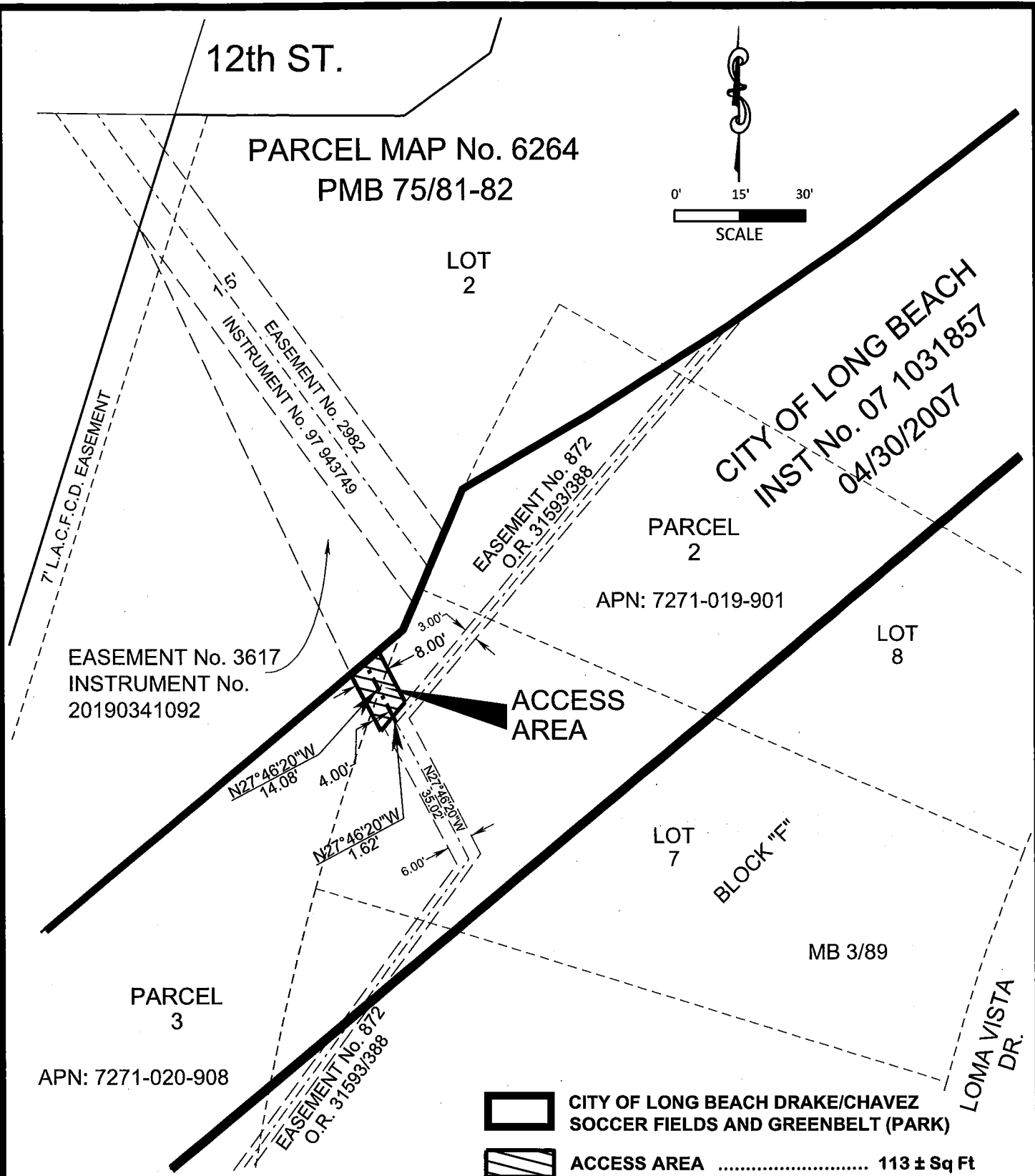
By: Rebecca G. Garner

Name: EXECUTED PURSUANT
 Title: TO SECTION 301 OF
 THE CITY CHARTER

COUNTY SANITATION DISTRICT NO. 3
 OF LOS ANGELES COUNTY

By: [Signature]
 Stan Pegadiotes, Section Head
 Planning & Property Management Section

Name of Sewer: Pump District No. 5 Connection Trunk Sewer



COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY, CALIFORNIA			
FACILITY: PUMP DISTRICT NO. 5 CONNECTION TRUNK SEWER			
GRANTOR: CITY OF LONG BEACH			
GRANTEE: COUNTY SANITATION DISTRICT No. 3 OF LOS ANGELES COUNTY		ASSESSOR'S	7271-019-901
THOMAS GUIDE: 795 / C 6	DRAWING NO.: JO-p-306 / JO-p-54	PARCEL NO.:	7271-020-908

EXHIBIT A