# **Amendment Document**

# 5564

**THIS AGREEMENT**, made and entered into on July 21, 2014 by and between City of Long Beach, a California municipal corporation, whose address is 2400 E. Spring Street, Long Beach, CA 90806-2203, (hereinafter called "Licensee"); and Strong Capital I Funding, LP, a Delaware limited partnership, (hereinafter called "Strong");

## **RECITALS**

WHEREAS, Licensee and Strong, or their predecessors in interest, entered into certain agreement(s) described on **Exhibit A** attached hereto and made a part hereof (as amended or supplemented prior to the date first written above, the "**Agreement**");

WHEREAS, capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement; and

WHEREAS, Licensee and Strong desire to amend the Agreement to modify certain provisions and this Amendment supplements and amends the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of Licensee and Strong, Licensee and Strong do hereby agree as follows:

- 1. <u>Administrative Processing Fee.</u> Licensee shall pay to Strong an administrative processing fee in the amount of ONE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$1,500.00) upon the execution and delivery of this Amendment by an accepted form of payment.
- 2. Amendment to Section 1. The location of the Structure as stated in Section 1 of the Agreement shall be amended by replacing the original Drawing CE-10704 a, b & c with Drawing 5226-G, dated January 23, 2014, a copy of which is attached herein as **Exhibit B**.
- 3. <u>Abandonment of Pipelines.</u> Permission is hereby granted for the two crossings originally installed in 1954 to be abandoned in accordance with Union Pacific Railroad's Guideline for Abandonment Procedures, a copy of which is attached as **Exhibit C**. For the permission granted herein, Licensee shall pay a fee of EIGHT THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$8,350.00).
- 4. <u>Amendment to Section 1.</u> The rental language in Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:
  - (a). As partial consideration for the permission herein given, Licensee shall pay to Licensor as rental, the sum EIGHT HUNDRED THIRTY-SEVEN AND 28/100 DOLLARS (\$837.28) per annum (the "Annual Rental Amount"), payable annually in advance and subject to annual adjustment; provided, however, that no such notice shall be required for annual CPI Factor (hereinafter defined) increases as provided in Subsection (b) below. Acceptance by Strong of rental in advance shall not be construed as a waiver by Strong of its right to terminate as set forth in Section 15.

- (b). Automatic CPI Factor Adjustments. The annual rental amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the effective date of this Amendment, by the CPI Factor as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the "Consumer Price Index"), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the Index by any United States governmental agency, or by a minimum of three percent (3%). The "CPI Factor" is the percentage adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding each anniversary of the effective date of this Amendment, adjusted to the nearest one-tenth of one percent. If the CPI Factor for any period is negative, there shall be no adjustment for purposes of this Agreement for such period.
- (c). <u>Interest</u>. All amounts due under the Agreement, as amended (including without limitation pursuant to this Amendment), shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas and in no event will interest exceed the maximum amount permitted by such laws.
- 5. <u>Assignment</u>. Licensee may not assign the Agreement without the express prior written consent of Strong; <u>provided</u>, <u>further</u>, any such assignment or delegation (whether by Licensee or Strong) shall not relieve the assigning party from responsibility for performance under the Agreement, as amended (including without limitation pursuant to this Amendment).
- 6. <u>Governing Law; Interpretation.</u> Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. The headings in this Amendment are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.
- 7. Entire Agreement; Amendment; Waivers. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition(s) or obligation(s). The failure of any party at any time or times to require performance of any provision of the Agreement, as amended, shall in no manner affect the right of such party at a later time to enforce the same or any other provision of the Agreement, as amended. No waiver of any condition or of the breach of any term of the Agreement, as amended, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or a waiver of any other condition or of the breach of any other term of the Agreement, as amended.
- 8. <u>Acknowledgements.</u> The Licensee hereby acknowledges the title in and to the Strong's rights under the Agreement to be good and agrees never to assail or resist said title. The execution and delivery by Licensee of this Amendment shall be deemed Licensee's acknowledgement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate.

- 9. <u>Counterparts; Facsimile Signatures</u>. This Amendment (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof. No representation, warranty, covenant, agreement, or condition not expressed in this Amendment shall affect or be binding upon the parties hereto. This Amendment may be executed in any number of counterparts (including facsimile signature) each of which shall be an original.
- 10. <u>Approvals</u>. No work on the premises shall commence by Licensee or by any contractor, employee or agent of the Licensee until all necessary approvals and permission from Union Pacific Railroad and all governmental and regulatory agencies is received.
- 11. <u>Severability</u>. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 12. <u>Full Force and Effect</u>. Except as otherwise expressly provided in this Amendment all other terms, conditions and provisions of the Agreement remain in full force and effect. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall govern and control.

[Signature page follows]

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

City of Long Beach EXECT TO See

- THE CHI. Terpanahi inin

Assistant Cn., Manager
By: And Marden

Name: Patrick H. Wes

Title: City Manager

Date: 20pt. 25, 2014

RAILROAD MANAGEMENT COMPANY, LLC

As agent for

Strong Capital I Funding, LP

Ву:\_\_\_\_\_\_\_

Title: Manager

Date: 10/2 /2014

APPROVED AS TO FORM

CHARLES PARKIN, City Aftorney

RICHARD ANTHONY DEPUTY CITY ATTORNEY

# **EXHIBIT A**

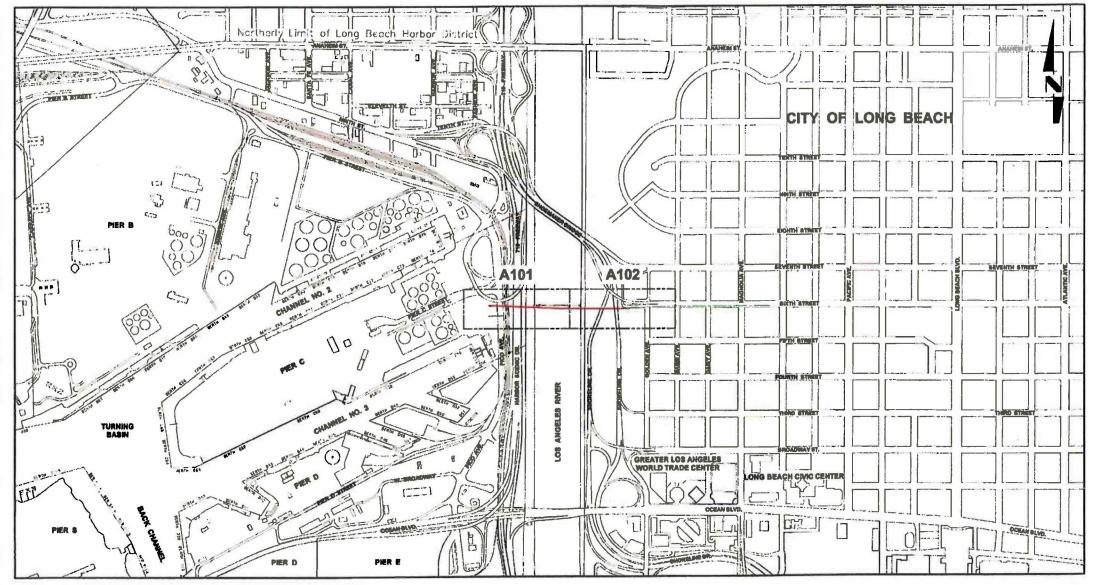
Agreements between Strong Capital I Funding, LP and City of Long Beach or their respective predecessors, amended by this agreement:

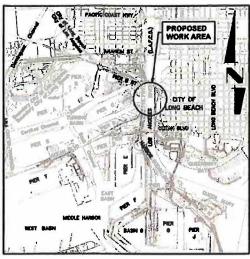
License No.	Audit No.	Folder No.	Subject
0247941	S010602	190702	<ul> <li>2 - 16" gas pipeline crossings located along</li> <li>6<sup>th</sup> Street between Daisy and Pico Avenues in Long Beach, Los Angeles County, CA</li> </ul>

# **EXHIBIT B**

# LONG BEACH GAS & OIL DEPARTMENT

16" STEEL MAIN FROM W. 6TH ST. TO PICO AVE. HORIZONTAL DIRECTIONAL DRILL





# VICINITY MAP

	DRAWING LIST
DWG NO.	YILE
1	GENERAL
5226-G-001	TITLE SHEET & DRAWING LIST
6226-G-602	GENERAL NOTES & ASSREVATION
	HDD PIPELINE ALIGNMENT
\$228-A-181	HOD PIPELINE ALIGNMENT
\$226-A-102	HOD PIPELINE ALIGNMENT
	† <del></del>

AREA MAP



ISSUED FOR CONSTRUCTION
JAN 23 2014



Gas L INSTAL LONG BEACH GAS & OIL DEPARTMENT

INSTALL 16" STEEL MAIN FROM 6TH 8T. TO PICO AVE.
TITLE SHEET & DRAWING LIST

DERIONED BY: 8 MEMORY CITY ORDS:

SPEC Randon, Inc.
17/101 Bushed Breat
(714) 985-8077

1 OF 4 5226

SUBSTRUCTURE NOTATION

THE LOCATIONS OF THE EDISTING SUBSTRUCTURES SHOWN ON THESE PLANS WERR COSTINED BY A SEARCH OF THE AVAILABLE RECORDS. THERE IS NO ASSURANCE THAT THE EDISTING OR PROPOSED SUBSTRUCTURES ARE SCUARTE, OR THAT ALL THE EDISTING SUBSTRUCTURES ARE SHOWN ON THESE PLANS.

GENERAL:		RE DEPAR	FIRE DEPARTMENT REQUIREMENTS:
1. FABRICATOR TO BE APPROVED BY THE CITY, OR OTHER GOVERNMENT AGENCY, RESPONSIBLE FOR NEW COMMITTEL/OTION.		ALL NEW CONS APPLICABLE FI	<ol> <li>ALL NEW CONSTRUCTION BHALL BE DONE BY ACCORDANCE WITH ALL APPLICABLE PINE DEPARTMENT REGULATIONS.</li> </ol>
		A-13.1 AND BPE	<ol> <li>ALL PP FIG SYSTEMS SHALL BE LABELED IN ACCORDANCE WITH ANSI A-13.1 AND SPECFFCATIONS.</li> </ol>
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3. COORDWATE ALL WORK WITH THE PROJECT ENGAGER.		AB.	- ABANDONED
4 THE CONTRACTOR SHALL CONFORM TO ALL RECUREMENTS OF THE COUNTY OF LOS A DEPARTMENT OF BUILDING & SAFETY, LISTER DEPARTMENT, CALFORNIA WATER DUIN		B.C.	= BEGIN CURVE
BOAND GOS ANGELES REGION, BOUTHERN CALFORMA AR CLALITY MANAGEMENT DISTRICTS, AND ANY OTHER CITY, STATE, OR FEDERAL ASSALY BECH BECAMENT		BOP	- BOTTOM OF PIPE
6 THE LOCATIONS OF THE SIMERRUCHINGS RAYMAN ON THESE PLANS WERE CREATED IN		CPTS	<ul> <li>CATHODIC PROTECTION TEST STATION</li> </ul>
		ERW	* ELECTRIC REBISTANCE WELDED
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PLANS.		ECC. T.F.	= ECCENTRIC TOP FLAT
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OWAREA REPRESENTATIVE PRICE TO MAKING ANY SUCH MODIFICATIONS. THE CONTRACTOR IS INSTRUCTED NOT TO ACCEPT VERBAL AUTHORIZATIONS AND ASSUMES ANY AND ALL LABRITY FOR NOT COMPLYING		5	= FLANGE
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		FES	- INSULATION FLANGE BET
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9. GENERAL CONTRACTOR SHALL NOTIFY THE ENGINEER AND ARCHITECT MAKEDIATELY OF ANY DISCORPANISHS FOR MINIMITAL THE CONTRACT OF SECURI.		<b>5</b> :	- LEFT TURN
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		T.O.C.	- TOP OF CONCRETE
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3. VEHICULAR ACCET	VEHICULAR ACCESS SHALL BE MANTAINED DURANG CONSTRUCTION.
BBREVIATIONS	2
AB.	• ABANDONED
BLC	= DEGAN CURVE
80P	● BOTTOM OF PIPE
CPTS	■ CATHODIC PROTECTION TEST STATION
ERW	= ELECTRIC REBISTANCE WELDED
E.G.	= END CURVE
ECC. T.F.	- ECCENTRIC TOP FLAT
ECC. B.F.	= ECCENTRIO BOTTOM FLAT
EF	- ELEVATION
F.B.	• PRELID DENO
FLG.	= FLANGE
FOF.	= FACE OF PLANGE
F.B.	m PINBMED BLIFFACE
F.W.	= FIELDWELD
943	= MSULATION FLANCE SET
G.Y.B.	GENERAL TWIN SEAL VALVE
=	e LEFT THRM
2	- CLANS
FILE	FITTING TO FITTING
N.T.S.	- NOT TO SCALE
0.0.	- ON CENTER
h,t	PONT OF INTERSECTION
P.B.	= PRE SUPPORT
<b>M</b>	- POLY VINT CHLORIDE
MED.	* REDUCER
RED. TEE	* AEDUCHA TEE
Þ	■ PAISED FACE
RPWN	NAISED FACE WELD NECK PLANCE
Rec	- FIGUD GALVANIZED CONDUIT
RT.	* PACHT TLMN
8.8	= SHOP BEND
5,0.L	= BOCKOLET
8.8.	- STAIMLESS STEEL
T.B.R.	= TO BE REMOVED
1.0.	* TOP OF
T.O.C.	= TOP OF CONCRETE
T.O.P.	- 100 OF 199E
10.8	# 10P OF STEEL
VEAT.	* VERTICAL
W.T.	- WALL THONNEDS
WOL	* WELDOLET

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DESCRIPTION

EXISTING PROPOSED

GAS SYMBOLS



MOLES

28. ALL WORK SHALL BE IN ACCORDANCE WITH OWNERS' SPECIFICATION.

29. CONTRACTOR SHALL COORDINITE WITH SURVEY CREW TO COLLECT ALL AS-BULT DAI'N BEFOR SACK FILLED TREACHES.

30. CONTRACTOR MAST COORDINITE ACTIVITIES WITH ADJACENT PORT OF LONG BEACH CONSITION COMPANY.

CONSTRUCTION
JM 23 2014





LONG BEACH GAS & OIL DEPARTMENT

W.O. 120008

al/5226\_C002.deg PLOTTED 87: emendex DATE: Jon 27, 2014 4:19:30 pm

16. CONTRACTOR BALLY CHAIN.

17. CONTRACTOR BALLY CHAIN.

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18. CONTRACTOR CHAIN.

18. COMPANION.

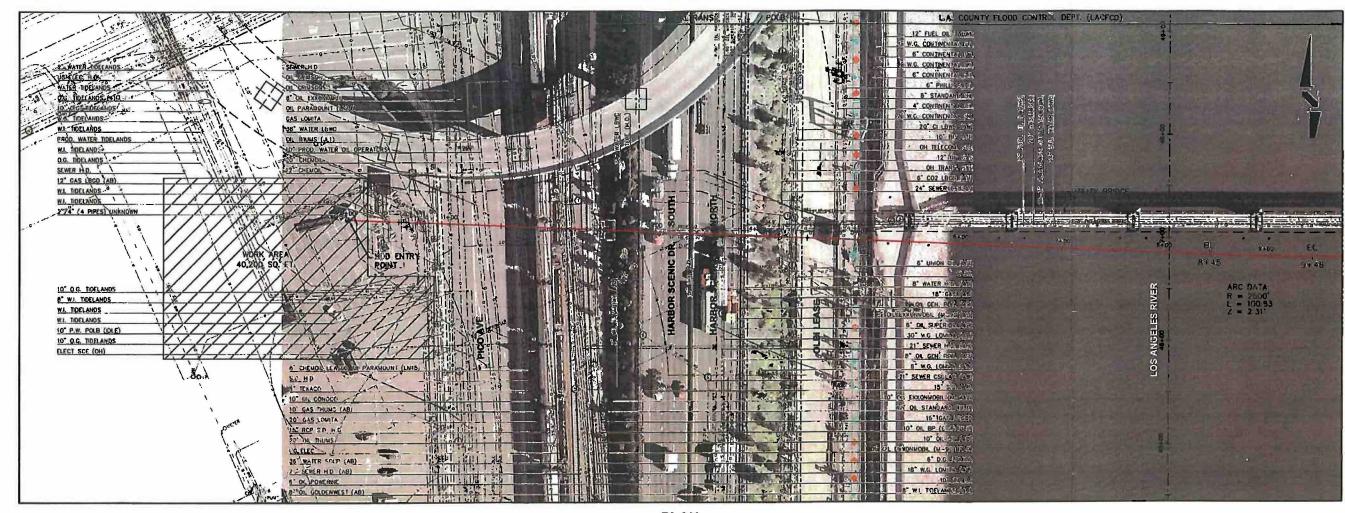
19. CONTRACTOR BALLY CHAIN.

19. COMPANION.

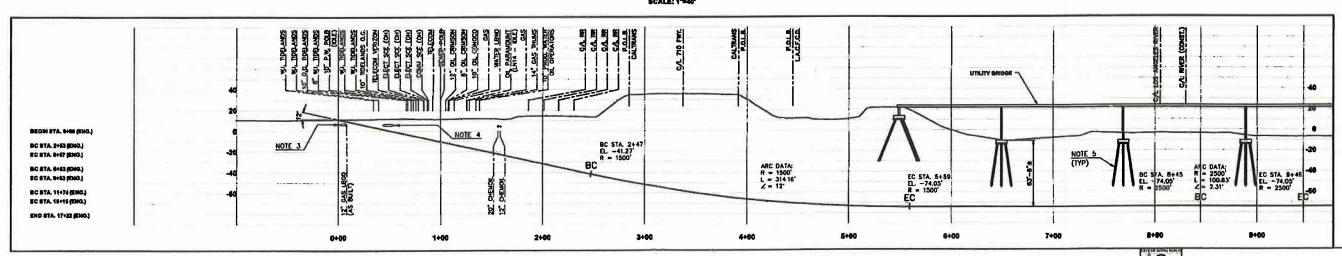
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	INSTALL 16" STEEL MA GENERAL NOT	DESIGNED BY: 8. MENDEZ	DRAWN BY: SPEC SERVICES		2

[8]	8 2
Tro wassed para	STEE 170 Early 184 Ct 8708
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	SPEC Services, Inc. 17101 Services Street Foundah Willey, CA 92708 (714) 963—6077
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- BUBSTHUCTURES WITH UNKNOWN ELEVATIONS ARE NOT SHOWN IN PROPILE.
- 4 CONTRACTOR BHALL VERIFY 4" UNDOCKIN BURSTRUCTURES IN THIS AREA PRIOR TO PIPE FABRICATION.
- DEPTH OF EXISTING UTILITY BRIDGE PILES WERE ASSUMED BASED ON PROJECT GEOTECH REPORT, AS-BUILT DVIGS FOR UTILITY BRIDGE DID NOT INCLUDE A RECORDED LENGTH OF PILES.

# **PROFILE** HORIZ SCALE: 1"=40" VERT. SCALE: 1"=40"

THE LOCATIONS OF THE EQSTING SUBSTRUCTURES BHOWN ON THESE PLANS WERE DISTANCE BY A SEARCH OF THE AVAILABLE RECORDS. THESE IS NO ASSENDED THE EXISTING OR PROPOSED SUBSTRUCTURES ARE ACCURATE, OR THAT ALL THE EXISTING SUBSTRUCTURES ARE SHOWN (THESE PLANS).

## ISSUED FOR CONSTRUCTION JAN 23 2014



INDERGROUND

LONG BEACH GAS & OIL DEPARTMENT 3400 E. SPRING ST., LONG BEACH, CA. SIGNS

SEE SHEET 102 MATCH LINE - Ç STA

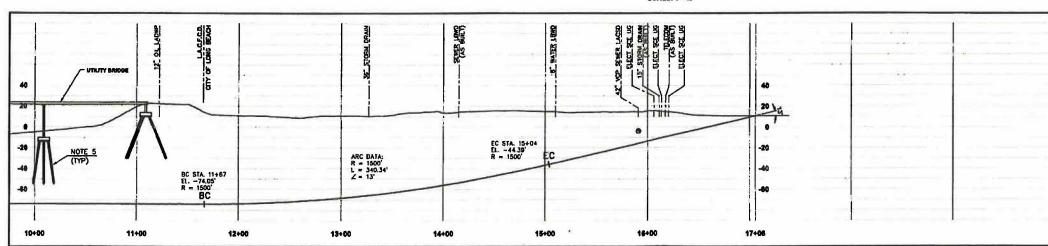
INSTALL 18" STEEL MAIN FROM 6TH ST. TO PICO AVE. HDD PIPELINE ALIGNMENT

SCALE: 1"+4" AWN BY: SPEC BERVICES 5226-A-101

## SUBSTRUCTURE NOTATION

SCALE: 1" = 40"





- 4. CONTRACTOR SHALL VERIFY 4" UNBUNOWN BUBSTRUCTURES IN THIS AREA PRIOR TO PIPE FABRICATION.

DEPTH OF EXISTING UTILITY BRIDGE PILES WERE ASSUMED BASED ON PROJECT GEOTECH REPORT, AS-BULLT DWGS FOR UTILITY BRIDGE DID NOT INCLUDE A RECORDED LENGTH OF PILES.



PROFILE HORIZ. SCALE: 1"=40" VERT. SCALE: 1"=40"

# SUBSTRUCTURE NOTATION

# ISSUED FOR CONSTRUCTION JAN 23 2014



CAL: TOLL FREE
1-800
422-4133
THU WORKING DAYS
AMORA YOU DIS



EC STA, 6+67 (ENG.)

BC STA. 8+83 (ENG.) EC STA. 9+83 (ENG.)

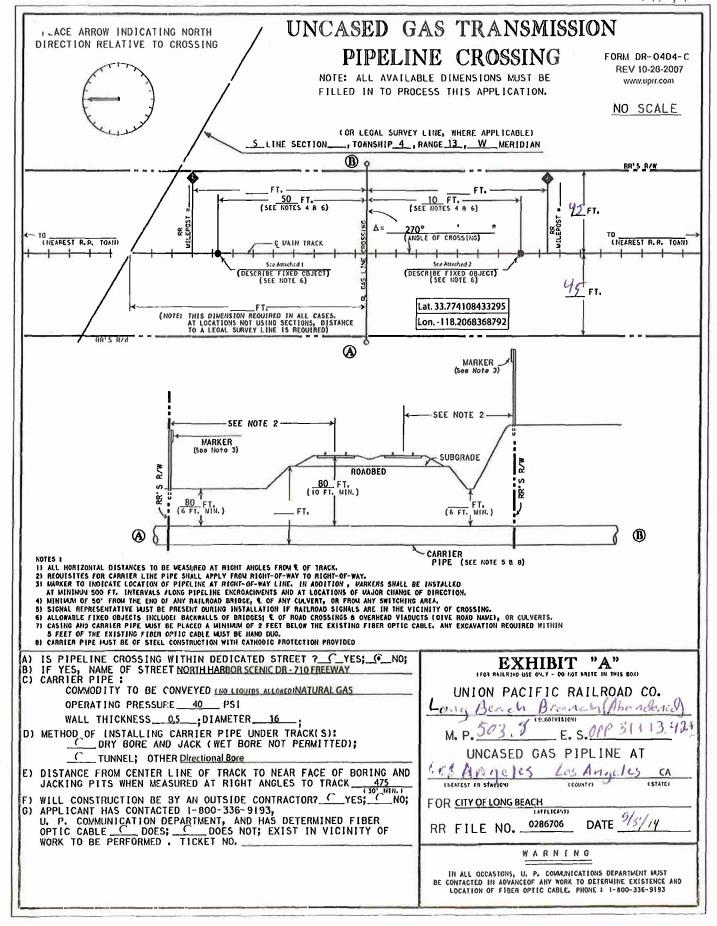
BC STA, 11+74 (ENG.) EC STA, 14+16 (ENG.) END STA. 17+22 (ENG.)

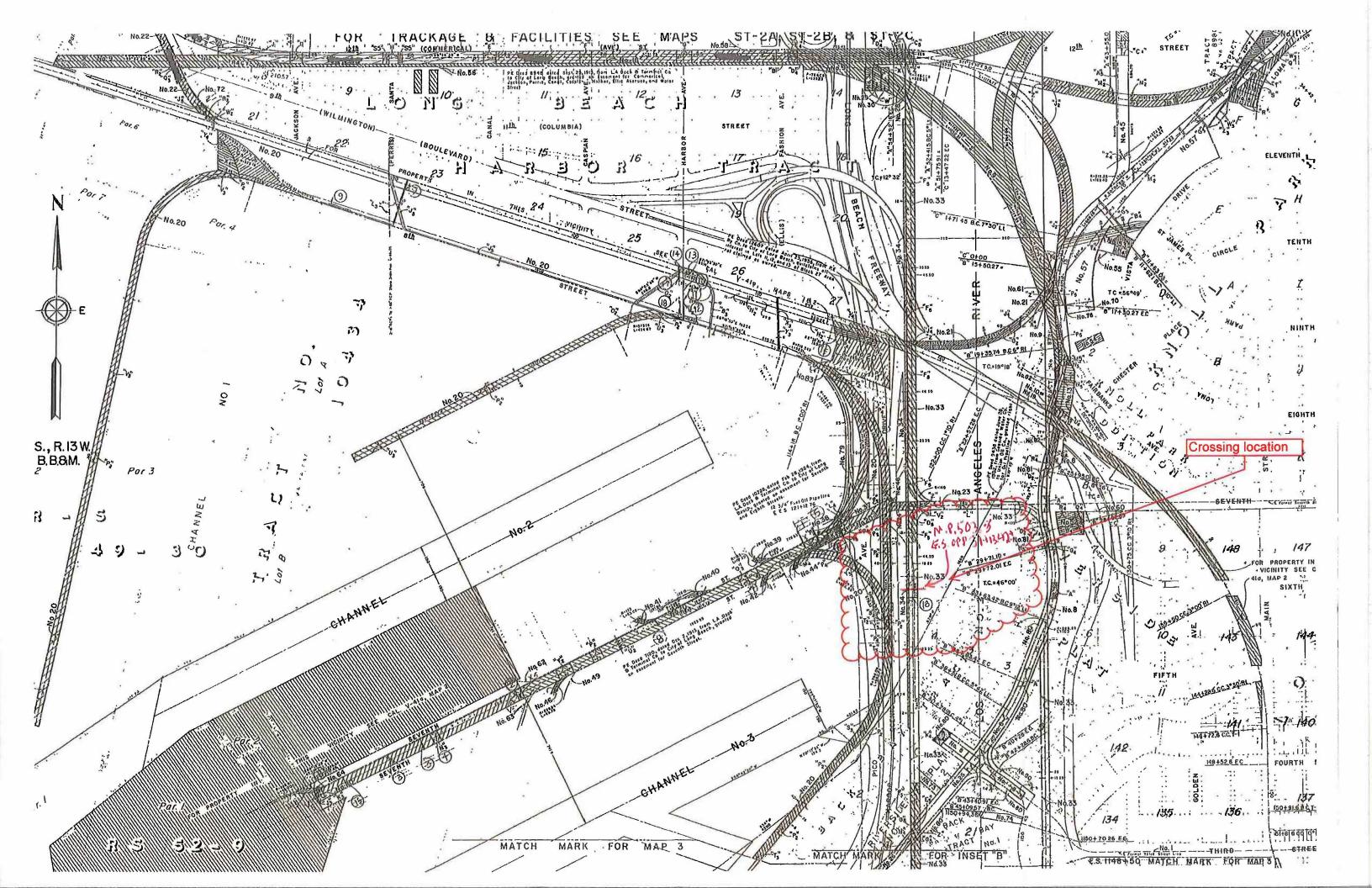
> LONG BEACH GAS & OIL DEPARTMENT 3400 E. SPRING ST., LONG BEACH, CA. 90005

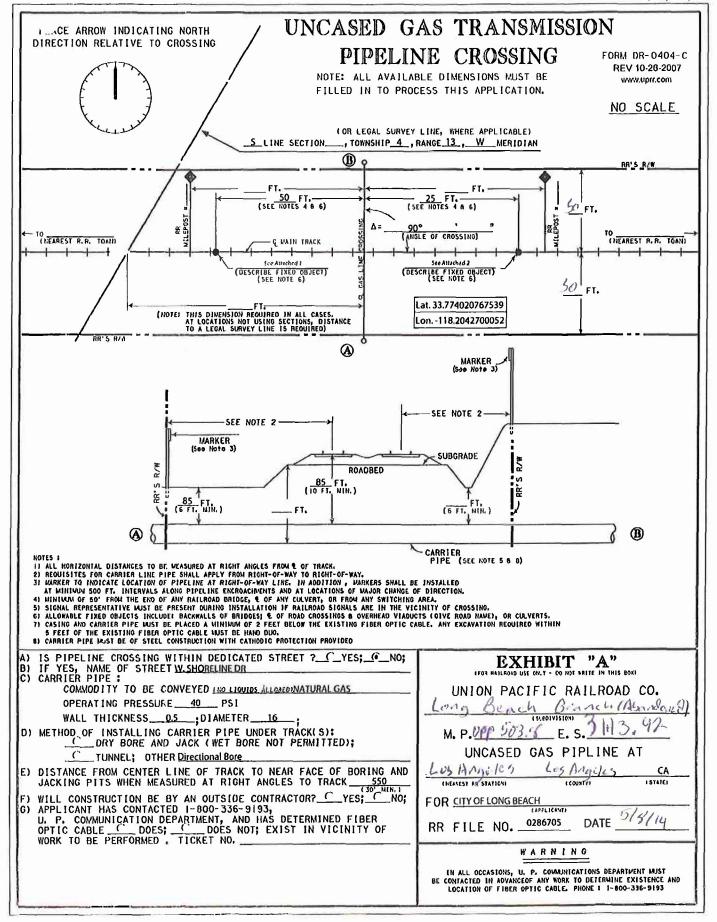
INSTALL 16" STEEL MAIN FROM 6TH ST. TO PICO AVE.

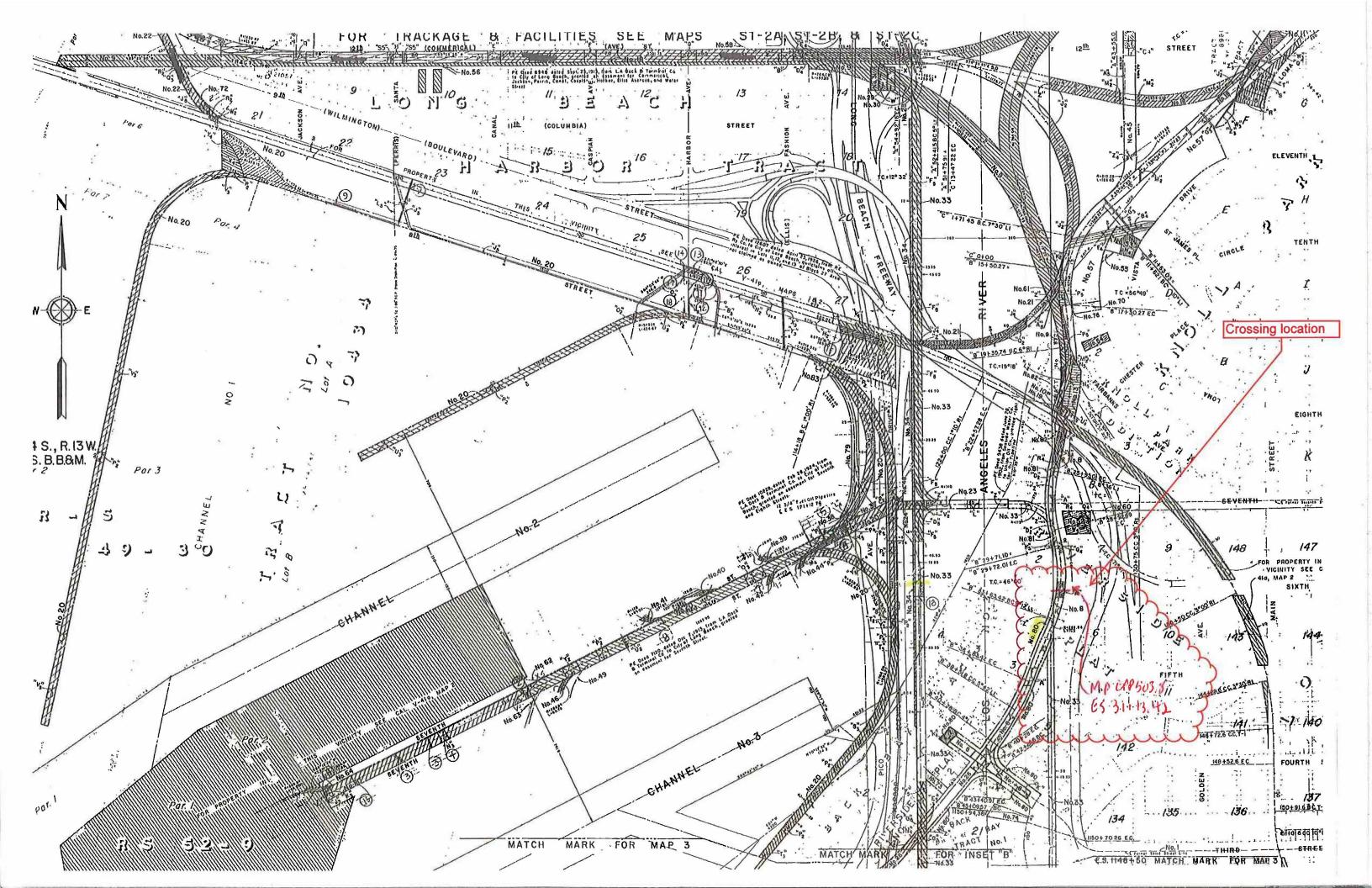
THE DAYS	HDD PIPELINE ALIGNMENT				
	DESIGNED BY: 8. MENDEZ	CITY ORIG;			
ns, bnc. rd Street ley, CA 92708 1077	DRAWN BY: SPEC SERVICES	SCALE: 1" - 4"			
	AS-BUILT BY:	SUBSTRUCTURE:			
	4 OF 4	5228-A-102			











# **EXHIBIT C**

### GUIDELINES FOR ABANDONMENT PROCEDURES ON UPRR RIGHT-OF-WAY:

For pipelines, steam tunnels, pipe tunnels and other similar structures that are scheduled for abandonment on the UPRR right-of-way, it is the current standard of the UPRR Structures Department to require the pipeline/structure to be filled with CLSM (Controlled Low-Strength Material). This process is designed to help avoid future subsidence as the line deteriorates after abandonment. The use of low strength CLSM also allows the future removal of CLSM at a later date if deemed necessary.

The following requirements are adapted from *General Notes and Details for Round Steel Pipe Culverts, UPRR plan 680000* 

- 1. The CLSM material shall have an unconfined compressive strength of 50 to 300psi. (Currently, UPRR specifies 300 psi as a standard for abandoned pipeline fill. This strength should provide adequate protection while allowing future removal if necessary.)
- The mixture shall consist of water, Portland cement, fly ash, and sound fine or coarse aggregate or both
- 3. The mix design shall allow adequate flowability without segregation of aggregates.
- 4. Hardening time is of prime importance and CLSM should develop 50psi in about one hour.
- 5. The maximum layer of thickness for CLSM shall be 3 feet.
- 6. Additional layers shall not be placed until the CLSM has lost sufficient moisture (to be walked on without indenting more than 2 inches)\*
  - \*In most cases, it will not be possible to check moisture content by the "walking on" procedure above, however a reasonable time should be provided before placing additional layers/lifts.

### Additional notes:

- 1. For pipelines or structures with a depth greater than 3 feet, CLSM shall be placed in lifts.
- 2. Contractor should verify no voids will be present after filling the structure.
- 3. Access to fill pipelines shall be from off the UPRR right-of-way if possible. If excavation is required for the fill procedure, excavations shall meet requirements for shoring design.

### Additional references:

"Applications that require removal of CLSM at a later date usually limit the maximum compressive strength to less than 200 psi."

From Portland Cement Association "Cement and Concrete Basics, Controlled Low-Strength Material", www.cement.org