

CITY OF LONG BEACH

34346

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

- 1. USE
- 2. TERM
- 3. CONSIDERATION
- 4. INSURANCE
- 5. LICENSOR'S USE OF THE PROPERTY
- 6. LICENSEE'S IMPROVEMENTS
- 7. LICENSEE'S PERSONAL PROPERTY
- 8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
- 9. ACCESS AND CLEARANCES
- 10. PARKING
- 11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
- 12. FLAMMABLES, WASTE AND NUISANCES
- 13. PESTICIDES AND HERBICIDES
- 14. HAZARDOUS WASTE
- 15. SIGNS
- 16. FENCING
- 17. PARKWAYS AND LANDSCAPING
- 18. IRRIGATION EQUIPMENT
- 19. UNDERGROUND TANKS
- 20. UNDERGROUND FACILITIES
- 21. UTILITIES
- 22. TAXES, ASSESSMENTS AND LIENS
- 23. EXPENSE
- 24. ASSIGNMENTS **(MODIFIED)**
- 25. COMPLIANCE WITH LAW
- 26. GOVERNING LAW
- 27. INDEMNIFICATION
- 28. TERMINATION
- 29. EVENTS OF DEFAULT
- 30. REMEDIES
- 31. NON-POSSESSORY INTEREST
- 32. WAIVER
- 33. AUTHORITY
- 34. ATTORNEY FEES
- 35. ELECTRIC AND MAGNETIC FIELDS
- 36. INDUCED VOLTAGES

Initial (JR)/(DM)
Licensor/Licensee

- 37. NOTICES
- 38. RECORDING
- 39. COMPLETE AGREEMENT
- 40. SIGNATURE AUTHORITY

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

LARWQCB CONDITIONAL WAIVER

TREES

Initial (RP)/(AM)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF LONG BEACH, A MUNICIPAL CORPORATION, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7116-016-802, situated in the City of Long Beach, County of Los Angeles, State of California.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property for agriculture purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of October, 2016 and ending on the last day of September, 2021. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Two Thousand Four Hundred Eighty One and 24/100 Dollars (\$2,481.24) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

| Term | Year Due | Yearly Amount | Payment Due First Day Of |
|-------------|----------|---------------|--------------------------|
| First Year | 2016 | \$2,481.24 | October |
| Second Year | 2017 | \$2,555.68 | October |
| Third Year | 2018 | \$2,632.35 | October |
| Fourth Year | 2019 | \$2,711.32 | October |
| Fifth Year | 2020 | \$2,792.66 | October |

Initial (SE)/(TM)
Licensor/Licensee

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the full amount that was due on said date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) contain separation of insureds or cross-liability clause, and (iii) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 37 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is

Initial ()/()
Licensor/Licensee

understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

| Vehicle/ Equipment Vertical Clearance | |
|--|---------|
| 500 kV | 36 feet |
| 220 kV - 66kV | 30 feet |
| <66kV (Distribution facilities) | 25 feet |
| Telecom | 18 feet |

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in

Initial  / 
Licensor/Licensee

writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allows others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit -dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground

Initial (*KL*)/(*LM*)
Licensor/Licensee

and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: **(MODIFIED)** This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party. The Licensor acknowledges and agrees that the Licensee intend to enter into an agreement with the North Long Beach Community Garden Association to provide for their use of the property as community gardens. The Licensee will be notified and is completely responsible for any corrective measures necessary to correct any violation(s) of the terms and conditions of this Agreement.

Initial  / 
Licensor/Licensee

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

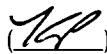

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing, unless otherwise extended by Licensor at the sole and absolute discretion of the Licensor. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensor's consent to either an amendment or a new license, such consent may be withheld in Licensor's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.

Initial () / ()
Licensor/Licensee

- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licensor shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

33. Authority: This License Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and local laws and regulations. This License Agreement should not be

Initial (KP) / (PM)
Licensor/Licensee

construed as a subordination of Licensor’s rights, title and interest in and to its fee ownership, nor should this License Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

34. Attorneys’ Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

35. Electric and Magnetic Fields (“EMF”): There are numerous sources of power frequency electric and magnetic field (“EMF”), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the “Structures”) in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as “Induced Voltages”) unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action,

Initial ()/()
Licensor/Licensee

expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

37. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management – Metro Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815

Business Telephone No. (562) 570-3157

Licensee will immediately notify Licensor of any address change.

38. Recording: Licensee will not record this Agreement.

39. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

40. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

(this space left intentionally blank)

Initial (JP) / (LM)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By *Kunal Park*
8/15/2016 LICENSOR
Date

KUNAE PARK
Land Services Agent
Land Management - Metro Region
Real Properties Department

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By *T. Bill*
7/11/16 LICENSEE
Date Assistant City Manager

Print Name: Patrick H. West

APPROVED AS TO FORM
June 8, 2016
CHARLES PARKIN, City Attorney
By *[Signature]*
DEPUTY CITY ATTORNEY

Initial (*KE*)/(*TM*)
Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (*EF*)/(*PM*)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles

Initial /
Licensor/Licensee

- c. 100 foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved at any time
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor’s access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

Initial (JP) / (TM)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified in accordance with the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial () / ()
Licensor/Licensee

A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (TA)/(TM)
Licensor/Licensee

A D D E N D U M

**Mandatory Enrollment
Los Angeles Regional Water Quality Control Board (LARWQCB) Order R4-2010-0186,
Conditional Waiver of Waste Discharge Requirements
for Discharges from Irrigated Lands within the Los Angeles Region
("Conditional Waiver")**

- 1) Licensee must develop water quality monitoring and implement Best Management Practices to prevent or minimize waste discharge.
- 2) Licensee must obtain approval from the LARWQCB as an Individual Discharger or as a member of an approved Discharger Group.
- 3) Licensee must comply with all requirements of the LARWQCB Conditional Waiver and all requirements of the License Agreement.
- 4) Licensee must provide to Licensor proof of Licensees compliance with the Conditional Waiver before a horticulture or agriculture License may be issued or renewed by Licensor.
- 5) Licensee must provide to Licensor annual proof confirming the continued compliance with the Conditional Waiver requirements. The annual proof of compliance must be provided to Licensor sixty (60) days prior to the first day of the commencement month identified in Article 2 of the License Agreement.
- 6) Proof of compliance by Licensee to Licensor may be met by providing one of the following:
 - a) If currently enrolled as an Individual Discharger, Licensee will provide Licensor a copy of the Notice of Applicability issued by the LARWQCB.
 - b) If applying as a new Individual Discharger, Licensee will provide Licensor a copy of the Notice of Intent completed and submitted to LARWQCB. Licensee will later need to provide Licensor with a copy of the Notice of Applicability issued by the LARWQCB.
 - c) If currently enrolled as a Group Discharger member, Licensee will provide Licensor a copy of the Group Discharger Approval Letter along with a copy of the Group Discharger Application and Notice of Intent that identifies the parcel number(s) for Licensees operations.
 - d) If applying as a new member of a Discharger Group, Licensee will provide to Licensor a copy of the Group Discharger Application and Notice of Intent completed and submitted to the Group Discharger for participation in the Discharger Group. Licensee will later need to provide Licensor with a copy of the Discharger Group Approval Letter.

Initial (JP)/(TM)
Licensor/Licensee

- 7) Compliance with the LARWQCB's Conditional Waiver and the requirements set forth in this Addendum are mandatory. Failure to comply with the terms of the Conditional Waiver may result in a Notice of Violation from the LARWQCB, State and/or County monetary penalties, and the termination of your Southern California Edison License Agreement.

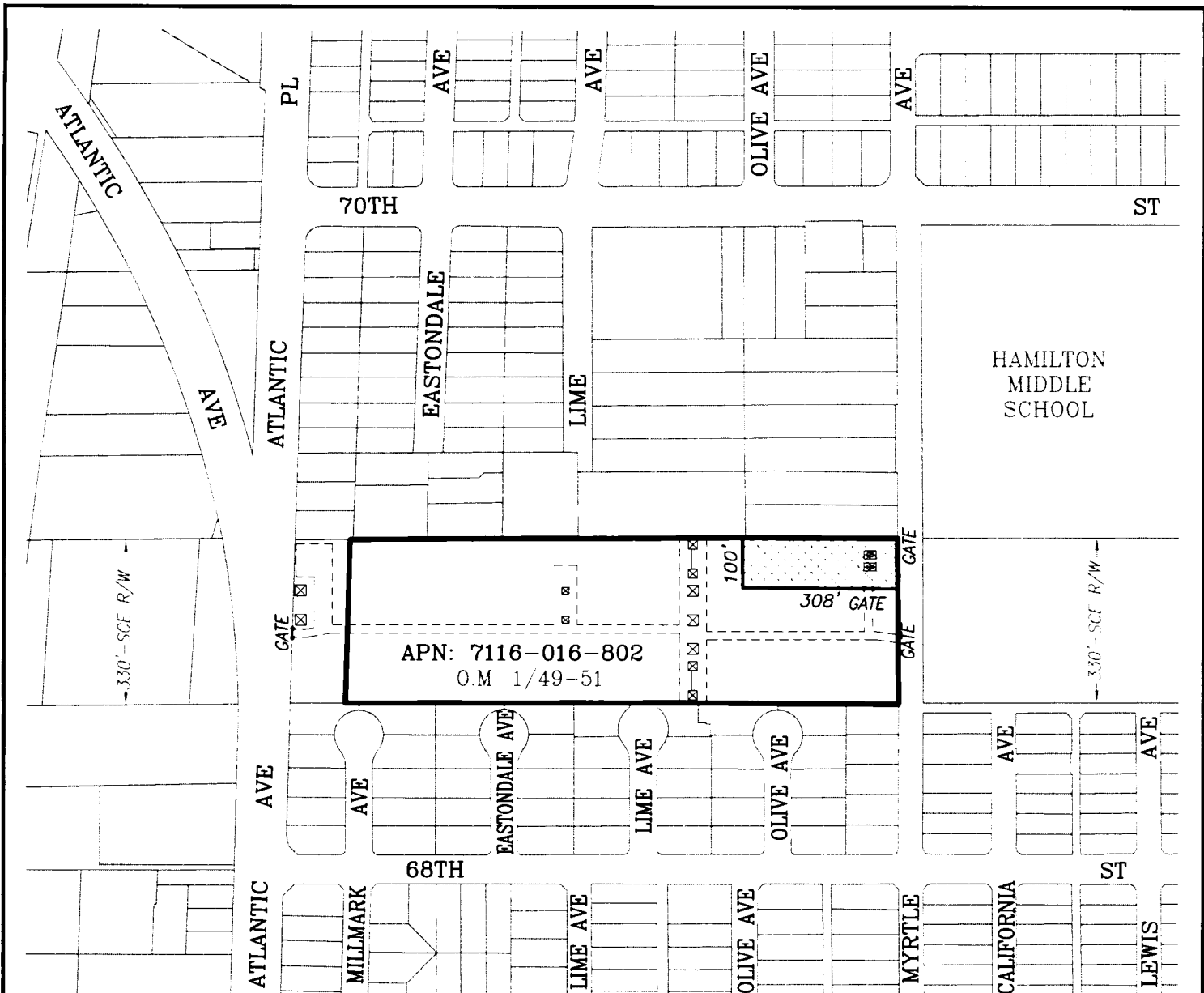
Initial (JF)/(TM)
Licensor/Licensee

ADDENDUM


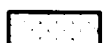
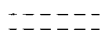
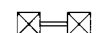


TREES

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.
2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.
3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.
4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.
5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.
6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

Initial (*JP*)/(*PM*)
 Licensor/Licensee



LEGEND

-  LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY
-  AREA BEING LICENSED TO THE CITY OF LONG BEACH FOR AGRICULTURE PURPOSES ONLY
-  ACCESS ROAD
-  APPROXIMATE TOWER LOCATION
-  APPROXIMATE TOWER LOCATION
-  APPROXIMATE (2) UG VAULT LOCATION

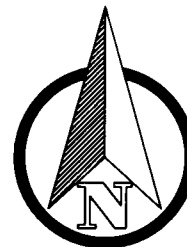


EXHIBIT "A"

| | | | | |
|---|---------------------|---|-----------------------|-------------------------------|
| FACILITY NAME: HINSON - LIGHTPIPE 220KV T/L R/W | | LICENSED AREA (GROSS) | SQ.FT.: 30,800 | AC.: 0.71 |
| LICENSEE: CITY OF LONG BEACH | | CONTRACT NO.: | 9.4521 | ACCOUNT NO.: |
| CITY: LONG BEACH | | COUNTY: LOS ANGELES | STATE: CA | T.G.: 735/E6 M.S.: 048-086 |
| APN.(S): 7116-016-802 | | SCE DOCUMENT NO.: 49322/002, 271784/001 | | |
| SCE SANDERS MAP: 533914 | | SCE LAND BOOK: N/A | | REF: PL-LI735E64.DWG |
| R.P. LAND AGENT: K.PARK | | LANDBASE MAPPING: J.JUSTUR Z | | CHECKED BY: E.HERNANDEZ |
| ORDER NO.: 801167420 | NCT. NO.: 202715217 | DATE: 11/30/2015 | FILE NAME: 9.4521.DWG | |



CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program and subject/location)

SCE Document Nos. 49322 and 271784 between Southern California Edison and the City of Long Beach (Reference: Contract No. 9.4521)

City of Long Beach
Program Coordinator

Alan Kosoff, Analyst, Contract Management Phone (562) 570-3157
Department of Parks, Recreation, and Marine

Between the City of Long Beach and

Certificate Holder:
(Name and Location)

Southern California Edison Co., Real Properties/Land Management, 2 Innovation Way, 2nd Floor, Pomona, CA 91768

Contact Person

Kunae Park, SCE/Real Properties Phone (909) 274-1871

Copy to:

City of Long Beach Department of Parks, Recreation, and Marine

Type of Coverage: Commercial general liability equivalent in scope to CG 00 01 10 93 with limits of \$1 million per occurrence and \$2 million in aggregate; Commercial automobile liab. insurance equivalent in scope to CA 00 01 06 92 covering Symbol 1 with limits of \$500 thousand combined single limits; statutory workers' compensation in compliance with the Labor Code & employer's liability of \$500 thousand per accident, death or occupational injury

This coverage will terminate upon completion or satisfaction of the requirements of said License or may be terminated sooner pursuant to terms of said License. Coverage afforded hereunder is primary and any insurance or self-insurance of Southern California Edison (Licensor) shall not contribute with it.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Interest: Southern California Edison (Licensor), its affiliates, subsidiaries and parent company, are additional covered interests with respect to activities of the City under the said License per the attached endorsement.

For further information or in the event of a claim, contact:

City of Long Beach
Attn: Risk Management
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
(562) 570-6754
(562) 570-5375 (fax)

Certified by:

A handwritten signature in black ink, appearing to read "Randall Sellers".

Randall Sellers
Interim Risk Manager

Coverage period: Oct. 1, 2016 to Sep. 30, 2021

Certificate no. 2016-050C

Date issued: August 1, 2016

This voids and supercedes Cert. No. 2013-004C.

CITY OF LONG BEACH
ADDITIONAL COVERED INTEREST ENDORSEMENT
TO CERTIFICATE NO. 2016-050C



Additional Covered Interest:

Southern California Edison, its affiliates, subsidiaries, parent company, directors, officers, agents, and employees

With Respect to (Agreement or Program):

SCE Document Nos. 49322 and 271784 between Southern California Edison and the City of Long Beach (Reference: Contract No. 9.4521)

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described License, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

A handwritten signature in black ink, appearing to read "Randall Sellers", written over a horizontal line.

Randall Sellers
Interim Risk Manager

Coverage Period: * 10/01/16 to 09/30/21

**unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2016-050E
This voids and supercedes End. No. 2013-004E.

Date issued: August 1, 2016