

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined below) by and between Metro Gold Line Foothill Extension Construction Authority (“Construction Authority” or “Authority”) and City of San Dimas (“City”). Construction Authority and City are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### RECITALS

A. City owns a fee simple interest in property located near 206 S. San Dimas Ave., San Dimas, California 91773, bearing Los Angeles County Assessor’s Parcel Numbers 8390-021-900, -901, portion of -902, portion of -903, -904, -905, -906, -907, -908, -909, -910, -912, -913, -914, and -917 (the “Property”).

B. The Authority owns fee simple interest in property located between Cataract Avenue and Monte Vista Avenue, immediately south of the existing railroad right of way, in the City of San Dimas, County of Los Angeles, State of California, as described and depicted in **Exhibit C** (the “Replacement Property”). (The northern boundary of the Replacement Property is generally two (2) feet south of the constructed MSE wall and does not include the areas (TPSS, rail equipment, and stairwell) noted in orange on Exhibit C.

C. Construction Authority is, and at all times mentioned herein was, a public entity; particularly, a transportation commission organized and existing under the provisions of Chapter 2 of Division 12 of the California Public Utilities Code. Construction Authority seeks to acquire property in connection with the construction, operation, and maintenance of the Foothill Gold Line Light Rail Extension Project, which will extend the existing Metro Gold Line, which currently runs from downtown Los Angeles to the City of Azusa and serves the cities and communities along the alignment corridor (Phase 1: Los Angeles to Pasadena; Phase 2A: Pasadena to Azusa), by 12.3 miles to the east, from the City of Glendora to the City of Montclair (Phase 2B) (the “Project”). Specifically, the Property is needed for the construction and operation of the San Dimas Station Parking Facility.

D. The original location for San Dimas Station Parking Facility for the Gold Line Extension in San Dimas was the City’s Maintenance Yard, a 2.18-acre property owned by the City and located at 301 S. Walnut Avenue.

E. Construction Authority and City previously engaged in negotiations to select a different site for the construction of the San Dimas Station Parking Facility, including entering into a Binding Letter of Intent (“LOI”). Ultimately, Construction Authority determined the San Dimas Station Parking Facility would be located on the Property and approved Resolution No. 22-R-14, which certified and adopted the final Supplemental Environmental Impact Report (“Final SEIR”) for the acquisition of the Property for the San Dimas Station Parking Facility.

F. On August 26, 2022, City filed a timely California Environmental Quality Act (“CEQA”) petition in the Los Angeles Superior Court, Case No. 22STCP03161 (the “CEQA

Action”) challenging Construction Authority’s environmental approval of the San Dimas Station Parking Facility.

G. On September 29, 2022, Construction Authority filed a Complaint in Eminent Domain in the Los Angeles Superior Court, Case No. 22STCV31941 to acquire the Property for the Project via the power of eminent domain (the “Eminent Domain Action”).

H. On or about October 6, 2022, the Authority deposited the sum of Four Million, Four Hundred Forty-Nine Thousand Dollars (\$4,449,000) with the State Treasurer as probable compensation for the acquisition of the Property.

I. By this Agreement, Construction Authority and City seek a full and final resolution of all past, present, and potential claims, controversies, actions, and disputes between them, existing as of the date of this Agreement, arising out of or related to the LOI, CEQA Action, Eminent Domain Action, and Construction Authority’s acquisition and use of the Property as proposed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. Recitals. The foregoing recitals are deemed true and incorporated herein by reference.
2. Compensation for Property. By way of a Stipulation for Final Judgment in Condemnation (“Stipulated Judgment”) in the Eminent Domain Action, Construction Authority agrees to pay City the sum of Four Million Four Hundred Forty-Nine Thousand Dollars (\$4,449,000.00) and take such other actions and perform such improvements specified in Sections 3 and 4 in this Agreement, as just compensation to fully and finally resolve the CEQA Action, the Eminent Domain Action, and to acquire a fee simple interest in the Property (“Just Compensation Sum”). Both parties will be responsible for their own legal fees, court costs, and other expenses. The Stipulated Judgment and Proposed Final Judgment in Condemnation are attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**, respectively. City shall execute the Stipulated Judgment and return to Construction Authority simultaneously upon removal of the contingency in Section 9 hereof. Construction Authority will thereafter execute the Stipulated Judgment and cause the Stipulated Judgment and Proposed Final Judgment in Condemnation to be filed with the court. The Parties shall work in good faith to do all things necessary to finalize the Stipulated Judgment and Proposed Final Judgment in Condemnation, to process the payment of the Just Compensation Sum to City, and to process the conveyance of the Property to Construction Authority by way of a recorded Final Order of Condemnation.
3. Land Transfer for Replacement Property. In further consideration for the Parties entering into this Agreement, Construction Authority will convey to City, at no cost, a fee simple interest in the Replacement Property for use as a parking lot and drive path or other development, subject to the easements and covenants pertaining to utilities, drainage, access, and future development described in Section 3(A). The Replacement Property shall be conveyed via a quitclaim deed

substantially in the form attached hereto as **Exhibit D**; the Construction Authority shall prepare the survey (legal description / plat map) for the Replacement Property, along with the reserved easement rights referenced below. Construction Authority will finalize and execute the quitclaim deed within sixty (60) days of substantial completion of the San Dimas Station Parking Facility and receipt of the “No Further Action” letter required by Section 3(B).

(A) Easement Reservations and Covenants. The conveyance of the Replacement Property will be subject to the following easement reservations and covenants.

i. Utilities. The City will protect in place the existing ductbank to the TPSS site, as set forth in the reserved utility easement referenced in Exhibit D. City will likewise protect in place Construction Authority’s waterline/standpipe, and train control conduits, as set forth in the reserved utility easement referenced in Exhibit D.

ii. Drainage. The City may relocate or reconstruct drainage facilities/improvements to meet drainage requirements of any proposed development, including what is tributary to the Replacement Property. City will own and maintain the drainage improvements on the Replacement Property. Construction Authority and/or the Los Angeles County Metropolitan Transportation Authority (“Metro”) will retain rights to drain to the Replacement Property and storm drain facilities, as included in the approved project design for the Project.

iii. Access. Construction Authority and/or Metro will retain an access easement along the northern 5-feet of the Replacement Property for access, inspection, and maintenance of the MSE wall and structure/abutment as set forth in the reserved access easement referenced in Exhibit D. The southern two feet of the 5-foot access easement may be used by City for parking lot purposes, provided it does not induce any additional load to the MSE wall, endanger the wall, or interfere with Construction Authority’s right of access, inspection, and maintenance. The access easement area is shown in green on Exhibit C. Construction Authority and/or Metro will retain an access easement to the stairwell for emergency and Metro maintenance purposes as set forth in the reserved access easement referenced in Exhibit D, although this Agreement does not provide an easement across property owned by the City of San Dimas as the Successor Agency to the City of San Dimas Redevelopment Agency. The access easement area is shown in green on Exhibit C. Construction Authority and/or Metro will retain an access easement to the TPSS site and rail equipment around the exterior, via Monte Vista, as set forth in the access utility easement referenced in Exhibit D. The access easement area is shown in green on Exhibit C. The access easements to the stairwell and the TPSS site will not prohibit the City from maintaining a fifteen (15) foot access way over the easement areas to facilitate the City’s use of the Replacement Property.

iv. Development. Construction Authority and/or Metro has the right to review and approve any proposed development on the Replacement Property, although such approval will not be unreasonably withheld. Any proposed development of the Replacement Property shall not restrict access to the Project and its associated facilities (as described above). Any proposed development shall not induce any load to

Construction Authority's MSE wall and structure/abutment or impact the grounding grid and electrification for the TPSS site.

(B) Environmental Remediation. Prior to conveyance and promptly following the Effective Date, Construction Authority will commence to remediate and ensure the Replacement Property is clean to the extent required by the Contract No. C2002, "Phase 2B Alignment Design-Build Project: Volume 2 – Technical Provisions (Pomona Terminus), Document 8.5 – Substance Screening Levels Table". Attached hereto and incorporated herein as **Exhibit E** is the screening table. Construction Authority shall obtain a "No Further Action" letter or equivalent from the Department of Toxic Substance Control within three years after the Effective Date, as evidence that no further remediation work is needed by City for the Replacement Property to serve as a surface parking lot and drive path. Construction Authority will have no additional remediation obligations beyond remediation for surface parking lot and drive path uses as described in this Section 3(B).

4. Additional Work. In further consideration for the Parties entering into this Agreement, and notwithstanding Section 7(f) of Ordinance #16-01, "Measure M: Los Angeles County Traffic Improvement Plan," Construction Authority will undertake, at its sole and exclusive expense, the construction of the following additional work:

(A) Speed Humps. Construction Authority will install four (4) speed humps on Commercial Street, including their design, signs, and striping as discussed in the Project's SEIR3 Section 1.2.3, expressly conditioned upon the City first obtaining public approval per the City of San Dimas Speed Hump Policy before June 1, 2023. Construction Authority will complete the work at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later, in a similar manner to and to the same specifications as the speed humps that were installed on Railway.

(B) Traffic Signals. Construction Authority will adjust the timing of traffic signals installed by Construction Authority on San Dimas Avenue to maximize the flow of traffic as much as possible within the constraints of the Construction Authority-provided equipment and all applicable regulations and design standards. Construction Authority will monitor and analyze traffic flow once all improvements are complete and train testing begins; and will develop and implement revisions to the signal timing as appropriate. This work will begin after testing begins at Construction Authority's discretion and will continue for nine (9) months after the start of the Project's train revenue operations. Construction Authority will coordinate with all Project stakeholders throughout the process.

(C) Bus Related Improvements. Construction Authority will provide and install bus shelter improvements on Bonita Avenue, east of San Dimas Avenue, to be completed at or before the time of substantial completion of the San Dimas Station Parking Facility, but will make this work a priority and work in good faith to attempt to complete the bus improvements within one year after execution of this Agreement. This will include the removal and replacement of the two existing bus shelters (one on the north and one on the south) in the general location of the existing bus shelters. The replacement bus shelter to be used is the City-standard Brasco Axle Retreat with four (4) canopies (two (2) per direction), including the City-

standard metal roof and solar configuration. All bus shelter improvements will be located in the public right-of-way. This work is limited to that which requires no water quality improvements.

(D) Striping. Construction Authority will add striping, “Keep Clear,” on Commercial Street at the location of the townhomes and future entry into the San Dimas Station Parking Facility. This work shall be completed at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later.

(E) Left Turn Pocket. Construction Authority will extend the “left turn” pocket on northbound San Dimas Avenue onto westbound Commercial Street. This work shall be completed at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later. The extension will be eighty (80) feet and as shown on **Exhibit F**.

(F) Median Fencing. Construction Authority will construct 60 feet of fencing and/or railing in the median of South San Dimas Avenue, as shown on **Exhibit G**. Such fencing and/or railing shall be wrought iron, with 1-inch pickets, and powder coating, and will be completed at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later.

(G) Parking Management. Construction Authority will continue to work with Gibson Transportation Consulting, Inc. to help finalize the document entitled, “Parking Utilization and Protection Study Outline for the Foothill Gold Line Extension San Dimas, California,” dated July 2020, but will not participate in implementing the plan in any way, except that Construction Authority will install up to one hundred (100) 3-hour parking signs on existing City poles for public roads and public parking lots at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later. Metro will enforce parking on the Metro parking lots and will collect fine revenue from the Metro parking lots.

(H) Landscaping Improvements. Construction Authority will conduct landscape and utility/irrigation work at Freedom Park due to the reconfiguration of the entrance to the Property for the future parking facility, which will be completed at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later. As described and depicted in **Exhibit H**, Construction Authority will remove certain existing trees and replace the disturbed area with shrubs and lawn and will plant three California Sycamore trees, and will be consistent with existing landscaping. Construction Authority will tie into the existing irrigation within Freedom Park as follows:

- i. Electrical Service. Construction Authority plans to protect-in-place the existing electrical feed across the future driveway. A non-exclusive easement, in a form substantially similar to **Exhibit I**, will be provided by the Construction Authority to the City once the location of the feed is found/determined by the Construction Authority. The Construction Authority plans to protect-in-place the existing electrical pedestal which appears to be a minimum of 3-ft from future curb. In the event that the pedestal needs to be shifted to comply with Southern California Edison requirements as determined by the Construction Authority, the

Construction Authority will relocate the pedestal in coordination with Southern California Edison and the City.

- ii. Sewer and Irrigation. Construction Authority will provide a non-exclusive easement, in a form substantially similar to Exhibit J, over the existing sewer line for access and maintenance purposes. The Construction Authority will ensure that the irrigation for the City-owned and maintained landscaping on City property will be reconnected to the City's irrigation system. Construction Authority will initially irrigate and maintain the proposed landscaping, and turn the landscaping over to Metro for long-term maintenance of the landscaping on the vegetated strip on the west side of the proposed driveway, adjacent to 113 W Commercial St.

(I) Curb Modification. Construction Authority will perform curb modification work on Commercial Street to prohibit vehicles turning right to exit the San Dimas Station Parking Facility through Commercial Street, as shown in Exhibit K attached hereto and incorporated herein. This work shall be completed at or before the time of completion of the San Dimas Station Parking Facility or the start of train revenue operations, whichever is later, and in accordance with City standards.

(J) Progress on Work. Once commenced, any work described in this Section 4 that takes place in the City's public right-of-way or in any City park shall reasonably progress until complete. No attractive nuisance shall remain for an unreasonable period of time in the City's public right-of-way or any City park due to incomplete work.

5. Mitigations in Final SEIR. Nothing in this Agreement shall change Construction Authority's obligations in the Final SEIR.

6. CEQA Action Dismissal. Within five business days after City's removal of the contingency in Section 9 hereof, City shall cause to be filed a dismissal with prejudice of the CEQA Action.

7. Total Settlement. Included in the Just Compensation Sum is Construction Authority's payment to City for all claims City would or could have made in Construction Authority's Eminent Domain Action for the taking of the Property, including claims for compensation related to the acquisition of the Property and construction and operation of the Project substantially in the manner proposed, including, but not limited to, claims for severance damages, loss of goodwill, loss of or damage to improvements pertaining to the realty, fixtures, equipment, and/or inventory, leasehold bonus value, precondemnation damages, claims for attorneys' fees, litigation expenses, statutory costs, interest, existing or future relocation benefits and/or costs, and any and all kinds of compensation, including, but not limited to, appraisal reimbursement.

8. Release. Except for any obligations arising under this Agreement, Construction Authority and City, for themselves, individually, and for their, current and former predecessors, successors, assigns, legal representatives, subsidiaries, parents, affiliates, employees, agents, attorneys, partners, directors, officers, principals, insurers, related companies, organizations,

contractors, shareholders, assigns, heirs, executors, administrators, consultants, officials, contractors, subcontractors, suppliers, board members, council members, sureties, and any and all others claiming by, through, or under them or on their behalf, in consideration of the payments and other rights and obligations granted and assumed hereunder, do hereby release, acquit and forever discharge each other and each of their respective current and former predecessors, successors, assigns, legal representatives, subsidiaries, parents, affiliates, employees, agents, attorneys, partners, directors, officers, principals, insurers, related companies, organizations, contractors, shareholders, assigns, heirs, executors, administrators, consultants, officials, contractors, subcontractors, suppliers, board members, sureties, and any and all others claiming by, through, or under them or on their behalf, from any and all past and present claims, demands, causes of action, suits, in law or in equity, contract or tort, direct, indirect or derivative, and all judgments, damages, suits, executions, attachments, liens, debts, liabilities, losses, attorneys' fees, costs, expenses, interest, experts and consultants' fees, of every kind and nature, known and unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, which either Party may now have, has ever had, or now claims to have against the other, including any of the above persons or entities, related to the LOI, CEQA Action, Eminent Domain Action, acquisition of the Property, transfer of the Replacement Property, and including, but not limited to, construction of the Project substantially in the manner proposed as it relates to the San Dimas Station Parking Facility and related improvements.

9. Title Report. City's acceptance and signature on this Agreement shall be contingent upon Construction Authority providing a preliminary title report for the Replacement Property for City's review of reasonably acceptable title conditions, and upon City accepting the condition of title. City will complete its review of the preliminary title report within two calendar weeks after receiving it; failure to do so will remove the contingency set forth in the preceding sentence and result in City's acceptance and signature on this Agreement to be deemed valid and enforceable. If, within two calendar weeks after City receives the preliminary title report, City notifies Construction Authority in writing that City disapproves of the preliminary title report, then this Agreement shall immediately be null and void and of no further force and effect unless the Parties otherwise agree.

10. Binding Arbitration. The Parties agree that, upon any claim of violation or failure to perform the obligations agreed to herein, a Party may commence an arbitration to determine whether the other Party has, in fact, violated or failed to perform its obligations under this Agreement. Such claims shall be resolved through binding arbitration before a neutral, mutually-selected arbitrator from JAMS, pursuant to JAMS rules. Prior to commencing arbitration, the Party claiming a dispute shall give written notice to the other Party of any claimed dispute within thirty (30) days of learning of such a dispute and provide a reasonable opportunity to cure the dispute. If the dispute remains unresolved, the Party claiming the dispute may submit a Demand for Arbitration with JAMS to initiate arbitration. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute, unless to do so would be impossible or impracticable under the circumstances. In the event of a breach for failure to obtain a "No Further Action" Letter within the time period set forth in Section 3(B), and/or transfer the Replacement Property as described herein, the arbitrator may consider, at the arbitrator's discretion, as potential compensation what City gave up by agreeing to this Agreement (i.e., the City's position on the value of the Property), along with any other factors the arbitrator deems appropriate, including but not limited to what Construction

Authority gave up by agreeing to this Agreement (i.e., the Construction Authority's position on the value of the Property), betterments or other consideration provided by Construction Authority.

11. No Admission of Liability. This Agreement is entered into in the spirit of compromise to resolve a disputed claim. None of the provisions of this Agreement shall be used or construed as an admission of liability or default for any purpose.

12. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including Metro as an assignee or successor to Construction Authority.

13. Attorneys' Fees. Each Party to this Agreement will bear its own costs, expenses, and attorneys' fees and expenses, and arbitrator's fees and expenses in connection with the CEQA Action, the Eminent Domain Action, this Agreement, and with the negotiation, preparation, and execution of this Agreement and all documents contemplated herein. In the event that legal action is necessary to enforce this Agreement or seek its nullification, then the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

14. Non-waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

15. Amendments and Waivers. This Agreement constitutes the entire agreement of settlement and release between the Parties pertaining to the LOI, the CEQA Action, and the Eminent Domain Action, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

16. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and/or portions will nevertheless continue in full force without being impaired or invalidated in any way.

17. Counterparts. This Agreement may be executed in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

18. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

20. Drafting Presumption. This Agreement has been and shall be construed to have been drafted by all Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.



21. Recitals. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

22. Authorization. Each party represents that the individual signing this Agreement is duly authorized to execute this Agreement in their individual or representative capacity as indicated.


23. No Consents Required. Each Party represents and warrants that the consent or approval of no third party is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, the Party who requires such consent or approval has obtained any and all such consents or approvals and that no other consent, authorization or approval is required by any other party for full execution on such Party's behalf.

24. Effective Date. The Effective Date of this Agreement shall be the date upon which this Agreement has been executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last Party to sign this Agreement.


**CONSTRUCTION AUTHORITY:**

Metro Gold Line Foothill Extension Construction Authority


By:  \_\_\_\_\_  
habib.balian (Jan 23, 2023 13:32 PST)  
Name: Habib F. Balian  
Title: CEO  
Date: January 23, 2023

**CITY:**

City of San Dimas

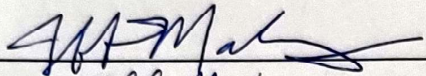
By:  \_\_\_\_\_  
Name: Chris Constantin  
Title: City Manager  
Date: January 23, 2023

**Approved as to Form:**

By: 

Name: Brad Kuhn

Title: **Counsel for Metro Gold Line Foothill Extension Construction Authority**

By: 

Name: Jeff Malawy

Title: **Counsel for City of San Dimas**






# 20230123 San Dimas Park and Ride - Settlement Agreement- for HB Sig

Final Audit Report

2023-01-23

Created:	2023-01-23
By:	Mitch Purcell (mpurcell@foothillgoldline.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8QqQw56CaHX_nWeF4Fw8dd7xggrjcDac

## "20230123 San Dimas Park and Ride - Settlement Agreement- f or HB Sig" History

-  Document created by Mitch Purcell (mpurcell@foothillgoldline.org)  
2023-01-23 - 8:10:05 PM GMT- IP address: 76.129.209.30
-  Document emailed to habib balian (hbalian@foothillgoldline.org) for signature  
2023-01-23 - 8:10:35 PM GMT
-  Email viewed by habib balian (hbalian@foothillgoldline.org)  
2023-01-23 - 8:11:01 PM GMT- IP address: 174.193.135.81
-  Document e-signed by habib balian (hbalian@foothillgoldline.org)  
Signature Date: 2023-01-23 - 9:32:40 PM GMT - Time Source: server- IP address: 75.142.57.23
-  Agreement completed.  
2023-01-23 - 9:32:40 PM GMT

# EXHIBIT A

1 NOSSAMAN LLP  
2 BRADFORD B. KUHN (SBN 245866)  
3 bkuhn@nossaman.com  
4 RONALD COLE (SBN 150764)  
5 rcole@nossaman.com  
6 JILLIAN FRIESS LEIVAS (SBN 334624)  
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9 Irvine, CA 92612  
10 Telephone: 949.833.7800  
11 Facsimile: 949.833.7878

**[EXEMPT FROM FILING FEES –  
GOV. CODE § 6103**

7 Attorneys for Plaintiff METRO GOLD LINE FOOTHILL  
8 EXTENSION CONSTRUCTION AUTHORITY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES –STANLEY MOSK COURTHOUSE

14 METRO GOLD LINE FOOTHILL  
15 EXTENSION CONSTRUCTION  
16 AUTHORITY,

16 Plaintiff,

17 vs.

18 THE CITY OF SAN DIMAS, PUBLIC BODY  
19 CORPORATE AND POLITIC;  
20 SAN JOSE RANCH COMPANY, A  
21 CORPORATION;  
22 CITY OF SAN DIMAS, AS SUCCESSOR-IN-  
23 INTEREST TO SAN DIMAS  
24 REDEVELOPMENT AGENCY;  
25 DOES 1 THROUGH 100, INCLUSIVE; AND  
26 ALL PERSONS UNKNOWN CLAIMING  
27 ANY INTEREST IN OR TITLE TO THE  
28 PROPERTY DESCRIBED HEREIN,

24 Defendant.

Case No: 22STCV31941

Assigned for all purposes to:  
Hon. Robert S. Draper, Dept.: 78

**STIPULATION FOR FINAL JUDGMENT  
IN CONDEMNATION**

[Assessor's Parcel No.: 8390-021-900, -901,  
portion of -902, portion of -903, -904 -905, -  
906, -907, -908, -909, -910, -912, -913, -914,  
and -917]

Date Action Filed: 09-29-2022  
Trial Date: None Set.

1 Plaintiff Metro Gold Line Foothill Extension Construction Authority (“Construction  
2 Authority”), and defendants City of San Dimas, Public Body Corporate and Politic, and City of  
3 San Dimas, as Successor-In-Interest to San Dimas Redevelopment Agency (collectively,  
4 “Defendants”), each stipulate to the facts, terms and conditions contained in the [Proposed] Final  
5 Judgment in Condemnation (“Judgment”), attached as Exhibit “A” and incorporated herein by  
6 this reference.

7 Construction Authority and Defendants further request that the Court enter a Final  
8 Judgment in Condemnation consistent herewith as to the real property identified as located near  
9 206 S. San Dimas Ave., San Dimas, California 91773, bearing Los Angeles County Assessor’s  
10 Parcel Numbers 8390-021-900, -901, portion of -902, portion of -903, -904 -905, -906, -907, -  
11 908, -909, -910, -912, -913, -914, and -917, which property is more particularly described and  
12 depicted in Exhibit “1” attached to the Judgment.

13 Each individual signing this Stipulation represents and warrants that he or she is duly  
14 authorized to execute this Stipulation in their individual or representative capacity as indicated,  
15 and that the consent or approval of no third party is required with respect to the execution of this  
16 Agreement.

17 Each party further waives a Statement of Decision, Notice of Entry of Judgment, Notice  
18 of Entry of Final Order of Condemnation, costs, fees, and the right to appeal from the Judgment  
19 after entry.

20 Dated: \_\_\_\_\_, 2023

Plaintiff METRO GOLD LINE FOOTHILL  
EXTENSION CONSTRUCTION AUTHORITY

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

22 Name: \_\_\_\_\_

23 Title: \_\_\_\_\_

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

25 [SIGNATURES CONTINUE ON FOLLOWING PAGE]  
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Dated: \_\_\_\_\_, 2023

Defendant City of San Dimas, Public Body  
Corporate and Politic, and City of San Dimas, as  
Successors-In-Interest to San Dimas  
Redevelopment Agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form:**

Dated: \_\_\_\_\_, 2023

NOSSAMAN LLP  
BRADFORD B. KUHN  
RONALD COLE  
JILLIAN FRIESS LEIVAS

By: \_\_\_\_\_  
Bradford B. Kuhn

Attorneys for Plaintiff METRO GOLD LINE  
FOOTHILL EXTENSION CONSTRUCTION  
AUTHORITY

Dated: \_\_\_\_\_, 2023

MURPHY & EVERTZ  
PROFESSIONAL CORPORATION

By: \_\_\_\_\_  
Douglas J. Evertz  
Bradford B. Grabske  
Attorneys for Defendant City of San Dimas, Public  
Body Corporate and Politic, and City of San Dimas,  
as Successors-In-Interest to San Dimas  
Redevelopment Agency

# EXHIBIT A



1 NOSSAMAN LLP  
2 BRADFORD B. KUHN (SBN 245866)  
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4 RONALD COLE (SBN 150764)  
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11 Facsimile: 949.833.7878

**[EXEMPT FROM FILING FEES –  
GOV. CODE § 6103**

7 Attorneys for Plaintiff METRO GOLD LINE FOOTHILL  
8 EXTENSION CONSTRUCTION AUTHORITY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES –STANLEY MOSK COURTHOUSE

14 METRO GOLD LINE FOOTHILL  
15 EXTENSION CONSTRUCTION  
16 AUTHORITY,

16 Plaintiff,

17 vs.

18 THE CITY OF SAN DIMAS, PUBLIC BODY  
19 CORPORATE AND POLITIC;  
20 SAN JOSE RANCH COMPANY, A  
21 CORPORATION;  
22 CITY OF SAN DIMAS, AS SUCCESSOR-IN-  
23 INTEREST TO SAN DIMAS  
24 REDEVELOPMENT AGENCY;  
25 DOES 1 THROUGH 100, INCLUSIVE; AND  
26 ALL PERSONS UNKNOWN CLAIMING  
27 ANY INTEREST IN OR TITLE TO THE  
28 PROPERTY DESCRIBED HEREIN,

24 Defendant.

Case No: 22STCV31941

Assigned for all purposes to:  
Hon. Robert S. Draper, Dept.: 78

**[PROPOSED] FINAL JUDGMENT IN  
CONDEMNATION**

[Assessor's Parcel No.: 8390-021-900, -901,  
portion of -902, portion of -903, -904 -905, -  
906, -907, -908, -909, -910, -912, -913, -914,  
and -917]

Date Action Filed: 09-29-2022  
Trial Date: None Set.

1 Plaintiff Metro Gold Line Foothill Extension Construction Authority (“Construction  
2 Authority”) and defendants City of San Dimas, Public Body Corporate and Politic, and City of  
3 San Dimas, as Successor-In-Interest to San Dimas Redevelopment Agency (collectively,  
4 “Defendants”), having previously stipulated to the facts, terms and conditions set forth herein  
5 and having requested the Court to make and enter a Final Judgment in Condemnation  
6 (“Judgment”) consistent with such stipulation with respect to the condemnation by Construction  
7 Authority of the real property as described in Paragraph 1 below, and Defendants having waived  
8 a Statement of Decision, Notice of Entry of Judgment, Notice of Entry of Final Order of  
9 Condemnation, costs fees, and the right to appeal from Judgment after entry;

10 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
11 FOLLOWS:

12 1. **The Subject Property.** Construction Authority commenced the above-entitled  
13 eminent domain proceeding (“Eminent Domain Action”) on September 29, 2022, to acquire the  
14 real property located near 206 S. San Dimas Ave., San Dimas, California 91773, bearing Los  
15 Angeles County Assessor’s Parcel Numbers 8390-021-900, -901, portion of -902, portion of -  
16 903, -904 -905, -906, -907, -908, -909, -910, -912, -913, -914, and -917, which property is more  
17 particularly described and depicted in Exhibit “1” attached to this Judgment (the “Property”).

18 2. **Purpose and Authority for the Taking.** The Property is being acquired for a  
19 public purpose: The construction, maintenance and operation of the Foothill Gold Line Light  
20 Rail Extension Project (“Project”). Construction Authority is authorized and entitled to exercise  
21 the power of eminent domain for public purposes under Article 1, section 19, of the California  
22 Constitution, California Public Utilities Code sections 132400, 132405, and 132410, California  
23 Government Code sections 37350, 37350.5, 37351, 37361, 40401, and 40404, California Code  
24 of Civil Procedure sections 1230.010, et seq., including but not limited to Sections 1240.010-  
25 1240.050, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and 1245.250, and other  
26 provisions of law. The use for which Construction Authority seeks to condemn the Property in  
27 connection with the Project is authorized by law and is a public use; the public interest, safety,  
28 and necessity require the Project; the Project is planned and located in the manner that will be

1 most compatible with the greatest public good and the least private injury; and the Property is  
2 necessary for the Project.

3       3.       **Deposit of Probable Just Compensation.** On October 06, 2022, Construction  
4 Authority made a deposit of probable compensation with the State Treasurer in the amount of  
5 \$4,449,000.00 (“Deposit”). All funds remain on deposit.

6       4.       **Possession.** On October 06, 2022, Construction Authority filed a Motion for  
7 Order for Prejudgment Possession. Pursuant to this Judgment, Construction Authority is entitled  
8 to possession of the Property, effective immediately.

9       5.       **Settlement of Ownership Interests in the Property.** Defendant City of San  
10 Dimas owns the Property in fee. Construction Authority agrees to pay City the sum of Four  
11 Million Four Hundred Forty -Nine Thousand Dollars (\$4,449,000.00) (“Payment”) and take such  
12 other non-monetary additional actions and improvements as specified in Sections 3 – 4 of the  
13 January \_\_\_, 2023 Settlement and Release Agreement between the Construction Authority and  
14 the Defendants (“Settlement Agreement”) as just compensation to fully and finally resolve the  
15 Eminent Domain Action (“Just Compensation Sum”). The Settlement Agreement is attached as  
16 Exhibit 2 and is incorporated by this reference as though fully set forth herein. Both parties will  
17 be responsible for their own legal fees, court costs, and other expenses.

18       6.       The Just Compensation Sum shall equal the total amount of just compensation to  
19 be paid for all claims and damages which Defendants could have as a result of this Eminent  
20 Domain Action and the acquisition of the Property, including, but not limited to, real property,  
21 severance damages, loss of or damage to improvements pertaining to the realty, and/or inventory,  
22 loss of goodwill, precondemnation damages, leasehold bonus value, claims for attorneys’ fees,  
23 litigation expenses, statutory costs, interest, administrative costs, and any and all other kinds of  
24 compensation, damage, or other claims arising out of or relating to the taking of the Property and  
25 impacts to the Property caused by construction and use of the Project substantially in the manner  
26 proposed. Completion and delivery of the Just Compensation Sum to Defendants, as described  
27 above, shall fully and forever discharge and release all claims and causes of action regarding the  
28 Property, whether now known or now unknown, which Defendants may now have, have ever

1 had, or now claim to have, as of the date this Judgment is entered, against Construction  
2 Authority.

3 7. **Payment from Deposit.** It is hereby ordered that the State Treasurer shall cause  
4 a warrant to be drawn from the funds on deposit in the amount of Four Million Four Hundred  
5 Forty Nine Thousand and no/100 Dollars (\$4,449,000.00) and make it payable to “City of San  
6 Dimas” and delivered by mail at the following address 30 days after the Judgment is entered by  
7 the Court:

8 City of San Dimas

9 Attn: Chris Constantin, City Manager

10 245 East Bonita Avenue

11 San Dimas, California 91773

12 8. **Full and Final Resolution of Other Defendants’ Interests.** Other than  
13 Defendants, there remain no other outstanding interests in the Property or claims for  
14 compensation for Construction Authority’s acquisition of the Property. In particular, all other  
15 defendants’ interests in the Property have been resolved as follows:

16 (a) Defendant San Jose Ranch Company, a corporation, was served by  
17 publication in The Los Angeles Daily Journal on November 9, 16, 23, and 30, 2022. After  
18 failing to appear in the action or otherwise respond, a default was entered against said San Jose  
19 Ranch Company on January 9, 2023. This judgment constitutes a default judgment against said  
20 San Jose Ranch Company.

21 (i) Defendants All Persons Unknown Claiming Any Interest in or Title to the  
22 Property Described Herein (“Unknown Defendants”) were named in an abundance of caution so  
23 as to include any and all parties who may have an interest in the Property which is not recorded  
24 and were served by publication in The Los Angeles Daily Journal on November 9, 16, 23, and  
25 30, 2022. After failing to appear in the action or otherwise respond, a default was entered  
26 against said Unknown Defendants on January 12, 2023. This judgment constitutes a default  
27 judgment against said Unknown Defendants.

1 (j) Defendant Does 1 through 100, Inclusive, have not appeared in this action,  
2 have not made any claim for compensation, are not entitled to compensation, and are being  
3 dismissed concurrently with this Judgment.

4 9. **Entry of Final Order of Condemnation.** Upon completion and delivery of the  
5 Just Compensation Sum to Defendants, as described above, the Court may, upon application of  
6 Construction Authority, enter a Final Order of Condemnation which condemns the Property and  
7 conveys title to the Property to Construction Authority. Prior to submitting a Final Order of  
8 Condemnation to the Court, Construction Authority shall provide a draft to Defendants for  
9 Defendants' review and comment. Construction Authority shall provide Defendants not less  
10 than five court days to review and provide any comments before the Final Order is submitted to  
11 the Court.

12  
13 DATED:

\_\_\_\_\_  
14 JUDGE OF THE SUPERIOR COURT

# **Exhibit 1**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Metro Gold Line Foothill Extension Construction Authority  
406 East Huntington Drive, Suite 202  
Monrovia, California 91016-3633  
Attention: Mitchell S. Purcell, Esq

APN(s): 8390-021-900, -901, portion of -902, portion of -903,  
-904, -905, -906, -907, -908, -909, -910, -912, -913, -914, and -917

SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT DEED**

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922. This Grant Deed is exempt from fee per California Government Code Section 27388.1(a)(1); expressly exempted from payment of recording fees. [See Senate Bill 2, Chapter 2.5 of the Statutes of 2017, known as the Affordable Housing and Job Acts Fee.]

**Public Agency – No Tax Statement**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE CITY OF SAN DIMAS**, public body corporate and politic, ("**Grantor**") does hereby GRANT to the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES – PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999** ("**Grantee**") the real property located in the City of San Dimas, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

**THE CITY OF SAN DIMAS**, public body corporate and politic

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, 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)



**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

This is to certify that the Grant Deed dated \_\_\_\_\_, 2022, from **THE CITY OF SAN DIMAS**, public body corporate and politic, to the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES - PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999**, is hereby accepted by the undersigned agent on behalf of the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES - PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999**, pursuant to the authority conferred by Resolution of the Board of Directors and Grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

GRANTEE:

**METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY, a public entity of the  
State of California, TRUSTEE OF THE LOS  
ANGELES - PASADENA METRO BLUE LINE  
GOVERNMENTAL PURPOSE PROPERTY TRUST  
U/D/T DATED AUGUST 19, 1999**

By: \_\_\_\_\_  
Habib F. Balian  
Chief Executive Officer

**EXHIBIT "A" TO  
GRANT DEED**

Legal Description of Property

APNs: 8390-021-900, -901, portion of -902, portion of -903, -904, -905,  
-906, -907, -908, -909, -910, -912, -913, -914, and -917

[attached behind this page]

# EXHIBIT 'A'

## LEGAL DESCRIPTION

LOTS 629, 630, 634, 636, 638, 640, 642, 644, 646, 648, 650, A PORTION OF LOT 631, 632, & 633, A PORTION OF RAILWAY STREET, AND A PORTION OF THAT CERTAIN 20 FEET ALLEY AS SHOWN IN THE MAP OF THE TOWN OF SAN DIMAS IN SAN JOSE RANCH, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 16, PAGES 53 AND 54 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MONTE VISTA AVENUE, 30 FOOT EASTERLY HALF-WIDTH, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 650 OF SAID TOWN OF SAN DIMAS; THENCE NORTH 00°00'00" EAST, 228.12 FEET TO A POINT BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF MONTE VISTA AVENUE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DEPOT GROUNDS OF A.T.& S.F. RAILROAD AS SHOWN ON SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE SOUTH 73°18'03" EAST, 220.03 FEET; THENCE NORTH 16°41'57" EAST, 50.00 FEET; THENCE SOUTH 73°18'03" EAST, 391.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAN DIMAS AVENUE, 40 FOOT WESTERLY HALF-WIDTH; THENCE ALONG SAID WESTERLY LINE SOUTH 00°00'00" EAST, 110.32 FEET TO THE SOUTHEAST CORNER OF LOT 630 OF SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID WESTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT NORTH 90°00'00" WEST, 107.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00°00'00" EAST, 138.36 FEET TO THE BEGINNING OF A CURVE, CONCAVING EASTERLY, AND HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°57'10", AN ARC LENGTH OF 12.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 30 FOOT NORTHERLY HALF-WIDTH; THENCE WESTERLY ALONG SAID NORTHERLY LINE NORTH 90°00'00" WEST, 56.33 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF COMMERCIAL STREET AND THE WESTERLY LINE OF THAT CERTAIN 20 FOOT ALLEY AS SHOWN ON SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY LINE NORTH 00°00'00" EAST, 160.00 FEET TO THE SOUTHEAST CORNER OF LOT 634 OF SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID WESTERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 634, 636, 638, 640, 642, 644, 646, 648, AND 650, NORTH 90°00'00" WEST TO THE **POINT OF BEGINNING**.

**TOGETHER WITH** THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY (PREDECESSOR IN INTEREST TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY), RECORDED JUNE 4, 1887, IN BOOK 239, PAGE 10 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

# EXHIBIT 'A'

## LEGAL DESCRIPTION

**BEGINNING** AT THE INTERSECTION OF THE EASTERLY LINE OF MONTE VISTA AVENUE AS DESCRIBED IN DEED TO CITY OF SAN DIMAS RECORDED JANUARY 8, 1973 IN BOOK D5722, PAGE 742, RECORDS OF LOS ANGELES COUNTY, WITH THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE NORTHERLY ALONG LAST SAID EASTERLY LINE TO A POINT IN THE SOUTHERLY LINE OF THE 100 FEET WIDE STRIP OF LAND DESCRIBED FIRST IN SAID DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 100 FEET WIDE STRIP OF LAND TO THE EASTERLY LINE OF SAID MONTE VISTA AVENUE ; THENCE SOUTHERLY ALL THE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 100 FEET WIDE STRIP OF SAID MONTE VISTA AVENUE TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THAT PORTION OF THE PROPERTY AS GRANTED IN THAT CERTAIN DEED RECORDED JULY 31, 1995, AS INSTRUMENT NO. 95-1236264, OF OFFICIAL RECORDS.

**ALSO, EXCEPTING THEREFROM** THAT PORTION OF THE WEST HALF OF THAT CERTAIN 20 FOOT ALLEY WHICH WOULD PASS WITH A CONVEYANCE OF LOT 635, TOWN OF SAN DIMAS, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 53 AND 54 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 111,214 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

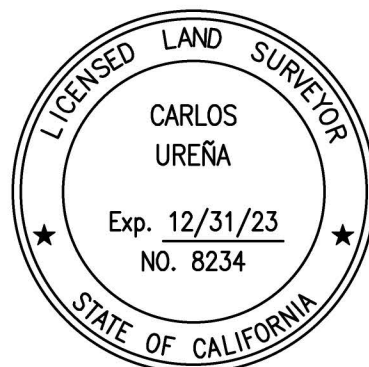
SHOWN ON **EXHIBIT 'B'** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION ON AUGUST 30, 2022.



CARLOS UREÑA LS 8234  
EXPIRES 12-31-23

Aug 30 2022  
DATED:



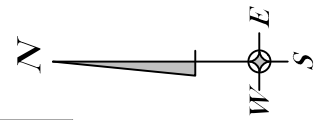
**EXHIBIT "B" TO  
GRANT DEED**

Map of Real Property

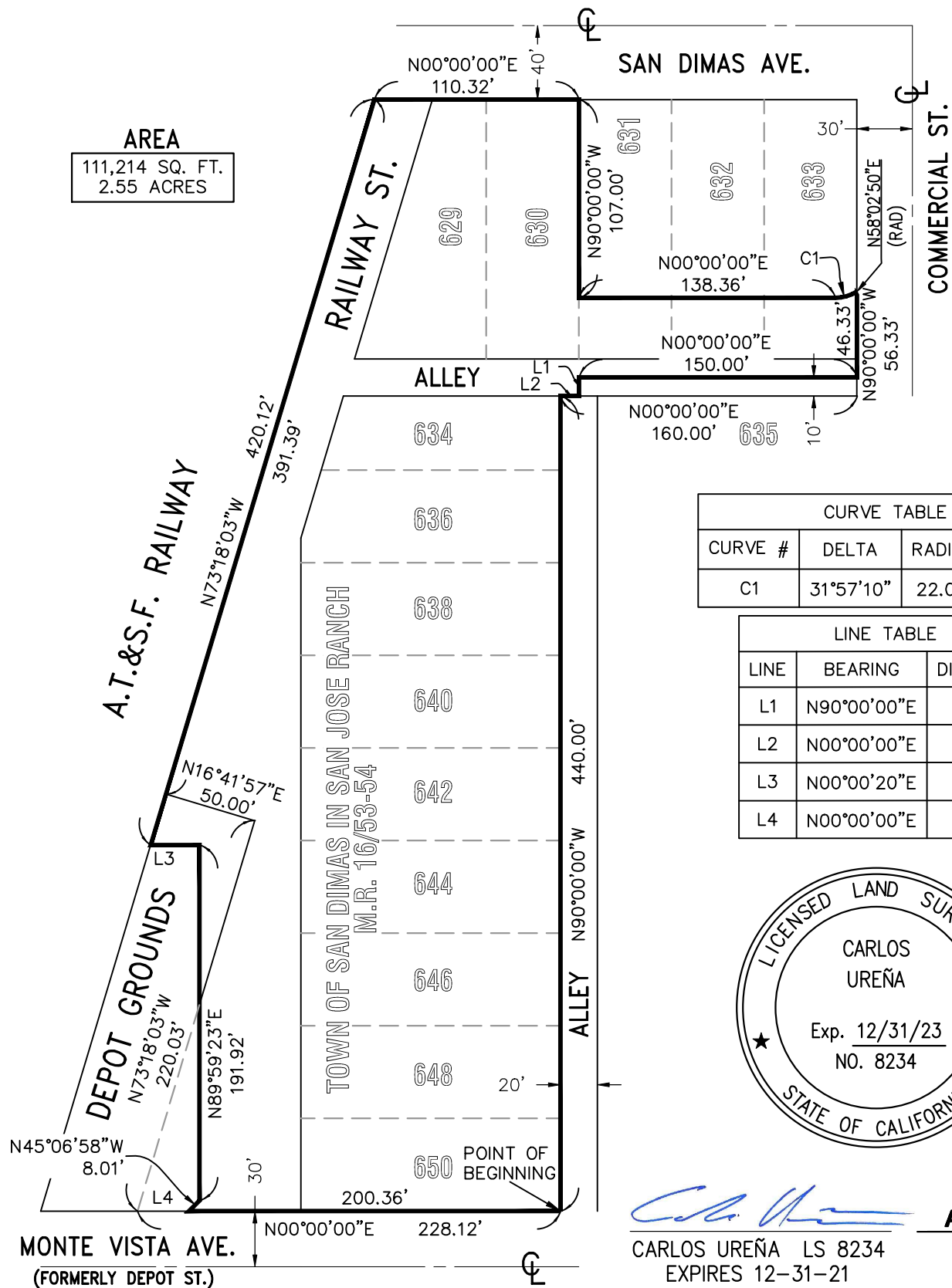
APNs: 8390-021-900, -901, portion of -902, portion of -903, -904, -905,  
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[attached behind this page]

# EXHIBIT 'B'



**AREA**  
111,214 SQ. FT.  
2.55 ACRES



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	31°57'10"	22.00'	12.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	10.00'
L2	N00°00'00"E	10.00'
L3	N00°00'20"E	26.30'
L4	N00°00'00"E	27.76'

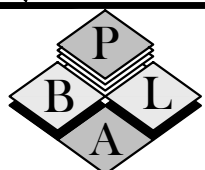


*Carlos Ureña*  
CARLOS UREÑA LS 8234  
EXPIRES 12-31-21

**Aug 30 2022**  
DATE

**LEGEND**

	AREA DESCRIBED IN LEGAL DESCRIPTION
	EXISTING CENTERLINE
	PROPERTY LINE



**PBLA SURVEYING, INC.**  
Planning • Engineering • Surveying  
981 CORPORATE CENTER DR., STE 168  
POMONA, CALIF. 91768  
(888) 714-9642 • (714)389-9191 FAX

# **Exhibit 2**

# EXHIBIT B



1 NOSSAMAN LLP  
BRADFORD B. KUHN (SBN 245866)  
2 bkuhn@nossaman.com  
RONALD COLE (SBN 150764)  
3 rcole@nossaman.com  
JILLIAN FRIESS LEIVAS (SBN 334624)  
4 jleivas@nossaman.com  
18101 Von Karman Avenue, Suite 1800  
5 Irvine, CA 92612  
Telephone: 949.833.7800  
6 Facsimile: 949.833.7878

**[EXEMPT FROM FILING FEES –  
GOV. CODE § 6103**

7 Attorneys for Plaintiff METRO GOLD LINE FOOTHILL  
EXTENSION CONSTRUCTION AUTHORITY  
8  
9  
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES –STANLEY MOSK COURTHOUSE  
13

14 METRO GOLD LINE FOOTHILL  
EXTENSION CONSTRUCTION  
15 AUTHORITY,

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DOES 1 THROUGH 100, INCLUSIVE; AND  
22 ALL PERSONS UNKNOWN CLAIMING  
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23 PROPERTY DESCRIBED HEREIN,

24 Defendant.  
25  
26  
27  
28

Case No: 22STCV31941

Assigned for all purposes to:  
Hon. Robert S. Draper, Dept.: 78

**[PROPOSED] FINAL JUDGMENT IN  
CONDEMNATION**

[Assessor's Parcel No.: 8390-021-900, -901,  
portion of -902, portion of -903, -904 -905, -  
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Trial Date: None Set.

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6 (“Judgment”) consistent with such stipulation with respect to the condemnation by Construction  
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26 provisions of law. The use for which Construction Authority seeks to condemn the Property in  
27 connection with the Project is authorized by law and is a public use; the public interest, safety,  
28 and necessity require the Project; the Project is planned and located in the manner that will be

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2 necessary for the Project.

3       3.       **Deposit of Probable Just Compensation.** On October 06, 2022, Construction  
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22 loss of goodwill, precondemnation damages, leasehold bonus value, claims for attorneys’ fees,  
23 litigation expenses, statutory costs, interest, administrative costs, and any and all other kinds of  
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25 impacts to the Property caused by construction and use of the Project substantially in the manner  
26 proposed. Completion and delivery of the Just Compensation Sum to Defendants, as described  
27 above, shall fully and forever discharge and release all claims and causes of action regarding the  
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3 7. **Payment from Deposit.** It is hereby ordered that the State Treasurer shall cause  
4 a warrant to be drawn from the funds on deposit in the amount of Four Million Four Hundred  
5 Forty Nine Thousand and no/100 Dollars (\$4,449,000.00) and make it payable to “City of San  
6 Dimas” and delivered by mail at the following address 30 days after the Judgment is entered by  
7 the Court:

8 City of San Dimas  
9 Attn: Chris Constantin, City Manager  
10 245 East Bonita Avenue  
11 San Dimas, California 91773

12 8. **Full and Final Resolution of Other Defendants’ Interests.** Other than  
13 Defendants, there remain no other outstanding interests in the Property or claims for  
14 compensation for Construction Authority’s acquisition of the Property. In particular, all other  
15 defendants’ interests in the Property have been resolved as follows:

16 (a) Defendant San Jose Ranch Company, a corporation, was served by  
17 publication in The Los Angeles Daily Journal on November 9, 16, 23, and 30, 2022. After  
18 failing to appear in the action or otherwise respond, a default was entered against said San Jose  
19 Ranch Company on January 9, 2023. This judgment constitutes a default judgment against said  
20 San Jose Ranch Company.

21 (i) Defendants All Persons Unknown Claiming Any Interest in or Title to the  
22 Property Described Herein (“Unknown Defendants”) were named in an abundance of caution so  
23 as to include any and all parties who may have an interest in the Property which is not recorded  
24 and were served by publication in The Los Angeles Daily Journal on November 9, 16, 23, and  
25 30, 2022. After failing to appear in the action or otherwise respond, a default was entered  
26 against said Unknown Defendants on January 12, 2023. This judgment constitutes a default  
27 judgment against said Unknown Defendants.

1 (j) Defendant Does 1 through 100, Inclusive, have not appeared in this action,  
2 have not made any claim for compensation, are not entitled to compensation, and are being  
3 dismissed concurrently with this Judgment.

4 9. **Entry of Final Order of Condemnation.** Upon completion and delivery of the  
5 Just Compensation Sum to Defendants, as described above, the Court may, upon application of  
6 Construction Authority, enter a Final Order of Condemnation which condemns the Property and  
7 conveys title to the Property to Construction Authority. Prior to submitting a Final Order of  
8 Condemnation to the Court, Construction Authority shall provide a draft to Defendants for  
9 Defendants' review and comment. Construction Authority shall provide Defendants not less  
10 than five court days to review and provide any comments before the Final Order is submitted to  
11 the Court.

12  
13 DATED:

\_\_\_\_\_  
14 JUDGE OF THE SUPERIOR COURT

# **Exhibit 1**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Metro Gold Line Foothill Extension Construction Authority  
406 East Huntington Drive, Suite 202  
Monrovia, California 91016-3633  
Attention: Mitchell S. Purcell, Esq

APN(s): 8390-021-900, -901, portion of -902, portion of -903,  
-904, -905, -906, -907, -908, -909, -910, -912, -913, -914, and -917

SPACE ABOVE FOR RECORDER'S USE ONLY

**GRANT DEED**

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922. This Grant Deed is exempt from fee per California Government Code Section 27388.1(a)(1); expressly exempted from payment of recording fees. [See Senate Bill 2, Chapter 2.5 of the Statutes of 2017, known as the Affordable Housing and Job Acts Fee.]

**Public Agency – No Tax Statement**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE CITY OF SAN DIMAS**, public body corporate and politic, ("**Grantor**") does hereby GRANT to the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES – PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999** ("**Grantee**") the real property located in the City of San Dimas, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B"; both of such attachments / exhibits are incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

**THE CITY OF SAN DIMAS**, public body corporate and politic

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, 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)



**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

This is to certify that the Grant Deed dated \_\_\_\_\_, 2022, from **THE CITY OF SAN DIMAS**, public body corporate and politic, to the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES - PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999**, is hereby accepted by the undersigned agent on behalf of the **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California, TRUSTEE OF THE LOS ANGELES - PASADENA METRO BLUE LINE GOVERNMENTAL PURPOSE PROPERTY TRUST U/D/T DATED AUGUST 19, 1999**, pursuant to the authority conferred by Resolution of the Board of Directors and Grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

GRANTEE:

**METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY, a public entity of the  
State of California, TRUSTEE OF THE LOS  
ANGELES - PASADENA METRO BLUE LINE  
GOVERNMENTAL PURPOSE PROPERTY TRUST  
U/D/T DATED AUGUST 19, 1999**

By: \_\_\_\_\_  
Habib F. Balian  
Chief Executive Officer

**EXHIBIT "A" TO  
GRANT DEED**

Legal Description of Property

APNs: 8390-021-900, -901, portion of -902, portion of -903, -904, -905,  
-906, -907, -908, -909, -910, -912, -913, -914, and -917

[attached behind this page]

# EXHIBIT 'A'

## LEGAL DESCRIPTION

LOTS 629, 630, 634, 636, 638, 640, 642, 644, 646, 648, 650, A PORTION OF LOT 631, 632, & 633, A PORTION OF RAILWAY STREET, AND A PORTION OF THAT CERTAIN 20 FEET ALLEY AS SHOWN IN THE MAP OF THE TOWN OF SAN DIMAS IN SAN JOSE RANCH, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 16, PAGES 53 AND 54 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MONTE VISTA AVENUE, 30 FOOT EASTERLY HALF-WIDTH, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 650 OF SAID TOWN OF SAN DIMAS; THENCE NORTH 00°00'00" EAST, 228.12 FEET TO A POINT BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF MONTE VISTA AVENUE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DEPOT GROUNDS OF A.T.& S.F. RAILROAD AS SHOWN ON SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID SOUTHERLY LINE SOUTH 73°18'03" EAST, 220.03 FEET; THENCE NORTH 16°41'57" EAST, 50.00 FEET; THENCE SOUTH 73°18'03" EAST, 391.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAN DIMAS AVENUE, 40 FOOT WESTERLY HALF-WIDTH; THENCE ALONG SAID WESTERLY LINE SOUTH 00°00'00" EAST, 110.32 FEET TO THE SOUTHEAST CORNER OF LOT 630 OF SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID WESTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT NORTH 90°00'00" WEST, 107.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 00°00'00" EAST, 138.36 FEET TO THE BEGINNING OF A CURVE, CONCAVING EASTERLY, AND HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°57'10", AN ARC LENGTH OF 12.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 30 FOOT NORTHERLY HALF-WIDTH; THENCE WESTERLY ALONG SAID NORTHERLY LINE NORTH 90°00'00" WEST, 56.33 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF COMMERCIAL STREET AND THE WESTERLY LINE OF THAT CERTAIN 20 FOOT ALLEY AS SHOWN ON SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID NORTHERLY LINE AND ALONG SAID WESTERLY LINE NORTH 00°00'00" EAST, 160.00 FEET TO THE SOUTHEAST CORNER OF LOT 634 OF SAID TOWN OF SAN DIMAS; THENCE DEPARTING SAID WESTERLY LINE AND ALONG THE SOUTHERLY LINE OF LOT 634, 636, 638, 640, 642, 644, 646, 648, AND 650, NORTH 90°00'00" WEST TO THE **POINT OF BEGINNING**.

**TOGETHER WITH** THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY (PREDECESSOR IN INTEREST TO THE ATCHISON, TOPEKA, AND SANTA FE RAILWAY COMPANY), RECORDED JUNE 4, 1887, IN BOOK 239, PAGE 10 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

# EXHIBIT 'A'

## LEGAL DESCRIPTION

**BEGINNING** AT THE INTERSECTION OF THE EASTERLY LINE OF MONTE VISTA AVENUE AS DESCRIBED IN DEED TO CITY OF SAN DIMAS RECORDED JANUARY 8, 1973 IN BOOK D5722, PAGE 742, RECORDS OF LOS ANGELES COUNTY, WITH THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED SECOND IN DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE NORTHERLY ALONG LAST SAID EASTERLY LINE TO A POINT IN THE SOUTHERLY LINE OF THE 100 FEET WIDE STRIP OF LAND DESCRIBED FIRST IN SAID DEED TO THE SAN BERNARDINO AND LOS ANGELES RAILWAY COMPANY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 100 FEET WIDE STRIP OF LAND TO THE EASTERLY LINE OF SAID MONTE VISTA AVENUE ; THENCE SOUTHERLY ALL THE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 100 FEET WIDE STRIP OF SAID MONTE VISTA AVENUE TO THE **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THAT PORTION OF THE PROPERTY AS GRANTED IN THAT CERTAIN DEED RECORDED JULY 31, 1995, AS INSTRUMENT NO. 95-1236264, OF OFFICIAL RECORDS.

**ALSO, EXCEPTING THEREFROM** THAT PORTION OF THE WEST HALF OF THAT CERTAIN 20 FOOT ALLEY WHICH WOULD PASS WITH A CONVEYANCE OF LOT 635, TOWN OF SAN DIMAS, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES 53 AND 54 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 111,214 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

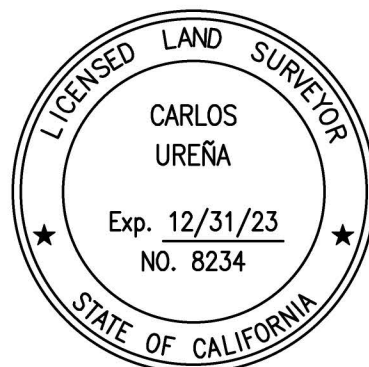
SHOWN ON **EXHIBIT 'B'** ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION ON AUGUST 30, 2022.



CARLOS UREÑA LS 8234  
EXPIRES 12-31-23

**Aug 30 2022**  
DATED:



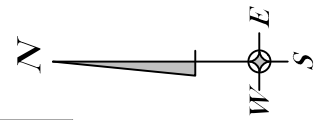
**EXHIBIT "B" TO  
GRANT DEED**

Map of Real Property

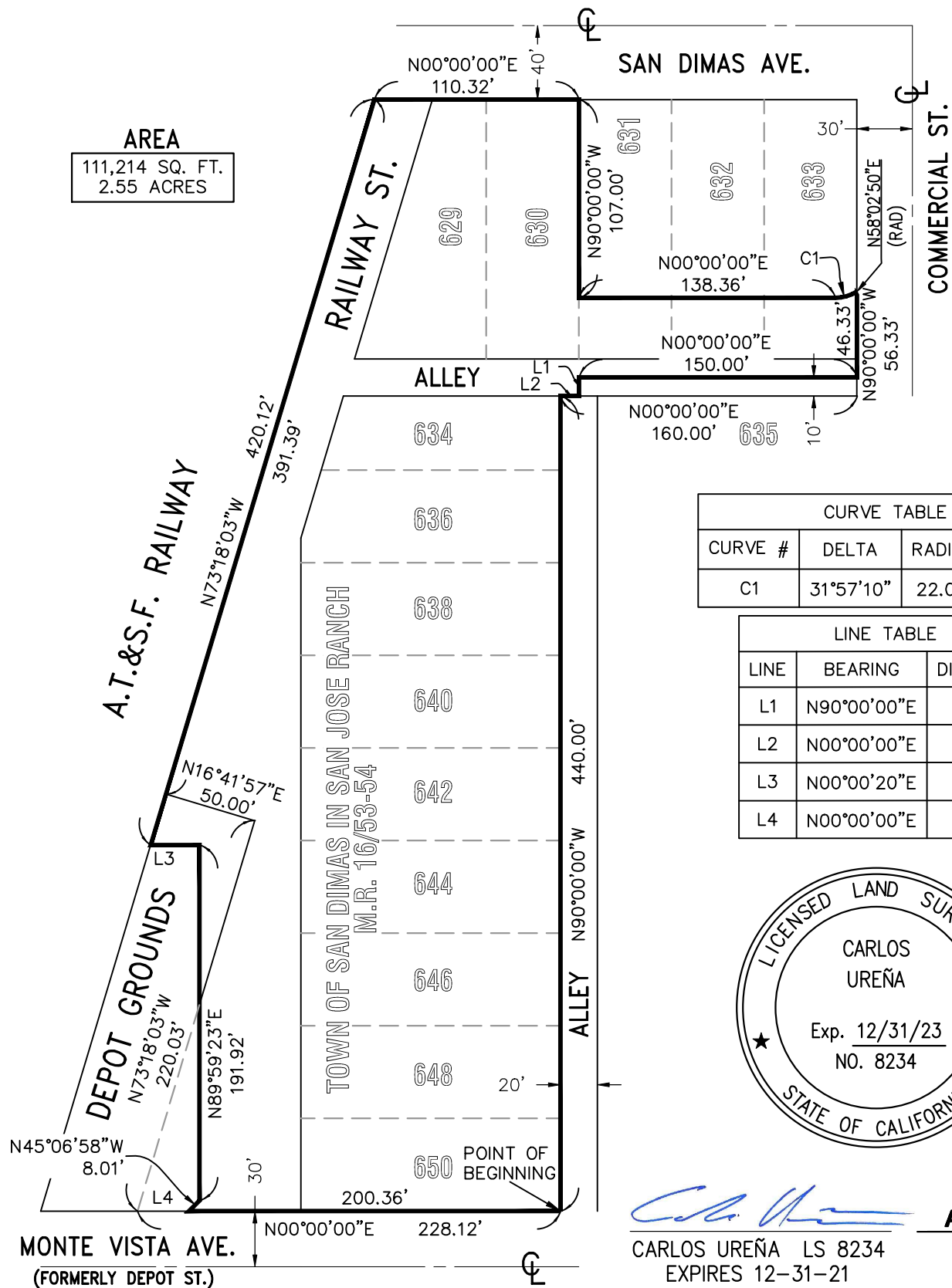
APNs: 8390-021-900, -901, portion of -902, portion of -903, -904, -905,  
-906, -907, -908, -909, -910, -912, -913, -914, and -917

[attached behind this page]

# EXHIBIT 'B'



**AREA**  
111,214 SQ. FT.  
2.55 ACRES



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	31°57'10"	22.00'	12.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	10.00'
L2	N00°00'00"E	10.00'
L3	N00°00'20"E	26.30'
L4	N00°00'00"E	27.76'



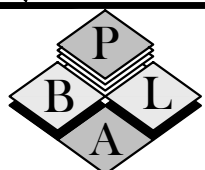
*Carlos Ureña*  
CARLOS UREÑA LS 8234

**Aug 30 2022**  
DATE

EXPIRES 12-31-21

## LEGEND

- AREA DESCRIBED IN LEGAL DESCRIPTION
- EXISTING CENTERLINE
- PROPERTY LINE

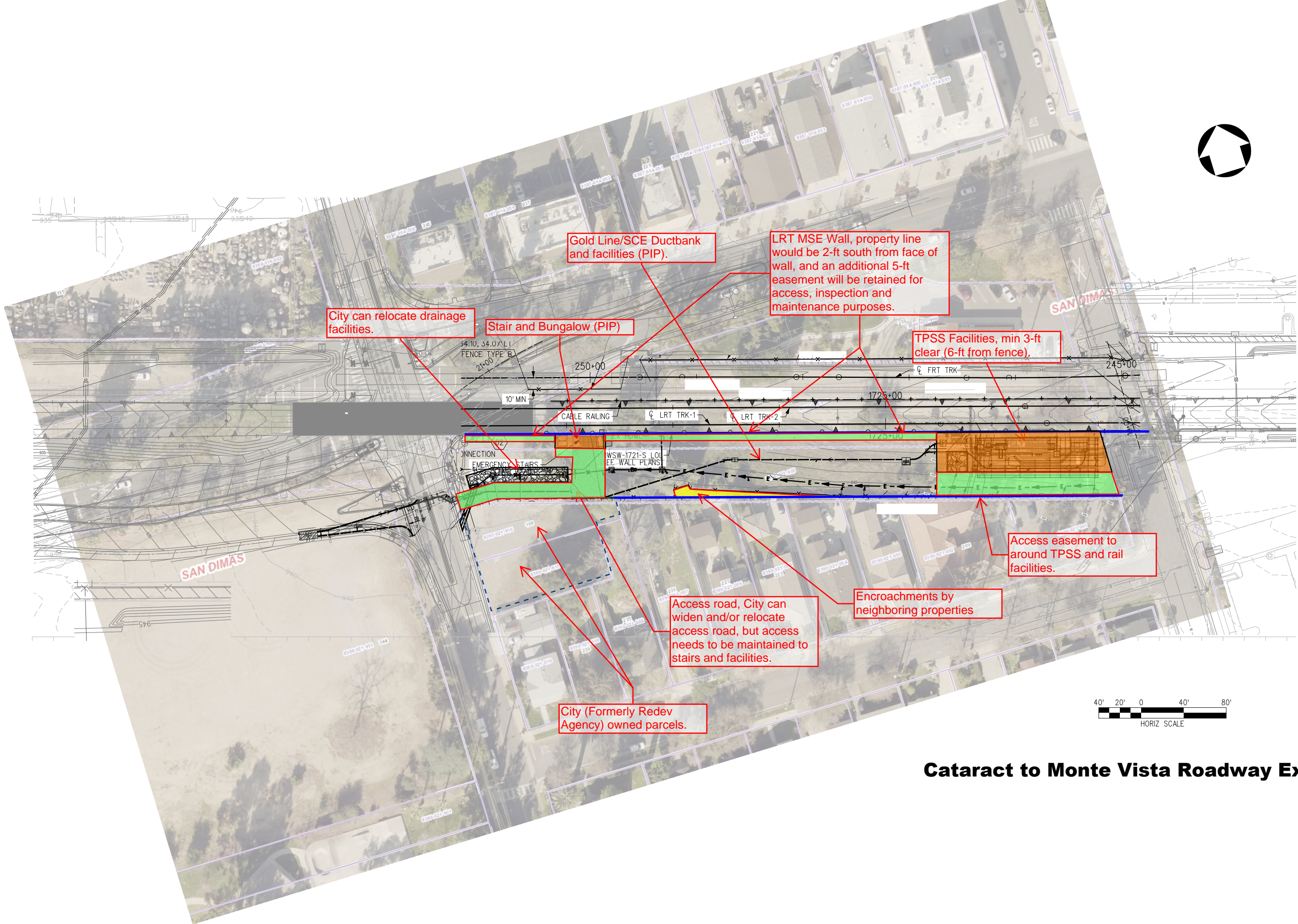


**PBLA SURVEYING, INC.**  
Planning • Engineering • Surveying  
981 CORPORATE CENTER DR., STE 168  
POMONA, CALIF. 91768  
(888) 714-9642 • (714)389-9191 FAX

# **Exhibit 2**

# EXHIBIT C





City can relocate drainage facilities.

Stair and Bungalow (PIP)

Gold Line/SCE Ductbank and facilities (PIP).

LRT MSE Wall, property line would be 2-ft south from face of wall, and an additional 5-ft easement will be retained for access, inspection and maintenance purposes.

TPSS Facilities, min 3-ft clear (6-ft from fence),

Access easement to around TPSS and rail facilities.

Encroachments by neighboring properties

Access road, City can widen and/or relocate access road, but access needs to be maintained to stairs and facilities.

City (Formerly Redev Agency) owned parcels.



### Cataract to Monte Vista Roadway Exhibit

# EXHIBIT D

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of San Dimas  
245 East Bonita Avenue  
San Dimas, California 91773  
Attention: Chris Constantin, City Manager

(Space above for County Recorders Use Only)

APN(s.): Portions of 8390-022-905 and 8390-022-813

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**QUITCLAIM DEED  
with Covenants, Conditions, Restrictions  
and Reservation of Easements**

For valuable consideration, receipt of which is hereby acknowledged by each of Grantor and Grantee as identified below, and on and/or subject to the covenants, conditions, restrictions and easements set forth, granted and/or reserved below, Metro Gold Line Foothill Extension Construction Authority, a public entity of the State of California (“Grantor”), hereby remises, releases and quitclaims to the City of San Dimas, a Public Body Corporate and Politic (“Grantee”), all interest Grantor may have in that certain real property in the City of San Dimas, County of Los Angeles, State of California, described as follows (hereinafter referred to as the “Property”):

For the legal description of the Property,  
see EXHIBIT “A” attached hereto and made a part hereof;  
and, for a depiction, illustration, map or survey of the Property,  
see EXHIBIT “B” attached hereto and made a part hereof.

This Quitclaim Deed (hereinafter referred to as this “Instrument”) arises from and is made in connection with the Foothill Gold Line Light Rail Extension Project (“Project”). Additional terms of this Instrument, including without limitation covenants, conditions, restrictions and reservations of easements, are set forth below. Grantee shall be permitted to utilize the Property as a parking lot and drive path or other development over Grantor’s underground infrastructure, subject to the limitations and restrictions herein.

1. Easements for Utilities and Related Terms.

1.1 Grantor expressly reserves for itself and its successors and assigns, two (2) permanent utility easements (collectively, the “Utility Easements”), over, above, on, in, around, about, under, below, across, along and/or through, as applicable, those certain portions of the Property, more fully described and depicted or illustrated in EXHIBIT “C” attached hereto and made a part hereof, EXHIBIT “D” attached hereto and made a part hereof, EXHIBIT “E” attached hereto and made a part hereof, and EXHIBIT “F” attached hereto and made a part hereof (hereinafter referred to as the “Utility Easement Areas”), to excavate, dig and/or drill for, lay, construct, reconstruct, locate, relocate, configure, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, subtract from or remove, from time to time, at

any time and without notice, utilities, utility facilities and related appurtenances, including without limitation, (A) the ductbank to (that is, serving) the adjacent Traction Power Substation (“TPSS”) site and (B) the waterline/standpipe and train control conduits (collectively, the “Facilities”), including without limitation the right of reasonably necessary and convenient means of ingress and egress to and from the Utility Easement Areas (and each or either of them) to access the Facilities (or any one or more of them).

1.1.1. As to the ductbank easement, described and depicted on EXHIBIT C and EXHIBIT D, such easement is non-exclusive. Grantee has the right to use the surface and any other part of this easement that does not interfere with the ductbank facilities. However, by its acceptance of this Instrument, Grantee covenants, by and for itself, its heirs, successors and assigns, including without limitation any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantee shall not permit or undertake, without the express prior written consent of Grantor (which shall not be unreasonably withheld, conditioned or delayed), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, below, in, around, about, across, along or through the Utility Easement Area specifically identified for the ductbank, which may interfere with the ductbank.

1.1.2. As to the waterline/standpipe and train control conduits easement, described and depicted on EXHIBIT E and EXHIBIT F, such easement area is non-exclusive. Grantee has the right to use the surface and any other part of this easement that does not interfere with the waterline/standpipe and train control conduit facilities. However, by its acceptance of this Instrument, Grantee covenants, by and for itself, its heirs, successors and assigns, including without limitation any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantee shall not permit or undertake, without the express prior written consent of Grantor (which shall not be unreasonably withheld, conditioned or delayed), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, below, in, around, about, across, along or through the Utility Easement Area specifically identified for the waterline/standpipe and train control conduits, which may interfere with the waterline/standpipe and train control conduits.

1.2 The Utility Easements (and each of them) shall include, without limitation, the right and privilege of Grantor and its agents, representatives, employees, contractors, subcontractors, workmen, service providers, material providers and others similarly situated and/or claiming or entering by, through or under Grantor to (i) perform all activities as may be necessary to facilitate the purposes of the Utility Easements (or either of them), (ii) use, pass through and otherwise occupy the Utility Easement Areas (and each or either of them), and (iii) move, whether by hand, in or upon vehicles or otherwise, tools, equipment, machinery, and materials through, including without limitation on to and then off of, the Utility Easement Areas (and each or either of them) and (iv) the right to use all reasonably necessary and convenient means of ingress to and egress from Utility Easement Areas (and each or either of them) across the Property.

## 2. Drainage.

2.1 Subject to the terms of (that is, subject to the review and approval required by) paragraph 4 below and the additional requirement that City shall at all times provide and maintain adequate drainage facilities/improvements, including without limitation, if and to the extent necessary or appropriate, adequate temporary or interim facilities/improvements (for example, but without limitation, at any time during the repair, maintenance, construction, reconstruction or relocation of any drainage facilities/improvements), City may expand, relocate, construct or reconstruct drainage facilities/improvements to meet drainage requirements of any proposed development, including without limitation what is tributary to the Property.

2.2 City will own and at all times maintain in good condition and repair the drainage facilities/improvements on the Property.

2.3 Grantor and/or the Los Angeles County Metropolitan Transportation Authority (“Metro”) will have and retain, and Grantor hereby retains and/or reserves, to and for the benefit of Grantor and/or Metro, any and all rights to drain to the Property and the storm drain facilities/improvements located thereon, as included in the approved project design for the Project.

### 3. Easements for Access and Related Terms.

3.1 Separate and distinct from the rights of ingress and egress pertaining to the Utility Easement Areas, as set forth above, Grantor retains and reserves, for itself and its successors and assigns, a non-exclusive access easement along the northern 5-feet of the Property for, among other things, access, inspection, and maintenance of the adjacent Mechanically Stabilized Earth (“MSE”) wall and structure/abutment. The southern two feet of the 5-foot access easement, however, may be used by City for parking lot purposes, provided it does not induce any additional load to the MSE wall, endanger the wall, or interfere with Construction Authority’s right of access, inspection, and maintenance. Grantor shall have the permanent non-exclusive right of access, inspection, maintenance and repair, including without limitation construction, reconstruction, renovation, replacement, etc., over, above, on, under, below, in, across, along, about and through that certain portion of the Property more fully described and depicted in EXHIBIT “G” and EXHIBIT “H” (“MSE Wall Access Easement Area”), for the purpose of all necessary and convenient activities associated with access to, including without limitation ingress to and egress from, and maintenance as well as repair of the MSE wall and structure/abutment. The foregoing includes, without limitation, construction, reconstruction, development, redevelopment, installation, expansion, contraction, removal, use, reuse, operation, maintenance and repair of the MSE wall and structure/abutment, including appurtenances.

3.1.1. As a non-exclusive easement, Grantee has the right to use any part of this easement that does not interfere with Grantor’s rights in the MSE Wall Access Easement Area. However, by its acceptance of this Instrument, Grantee covenants, by and for itself, its heirs, successors and assigns, including without limitation any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantee shall not permit or undertake, without the express prior written consent of Grantor (which shall not be unreasonably withheld, conditioned or delayed), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, below, in, around, about,

across, along or through the MSE Wall Access Easement Area, which may interfere with Grantor's use of the MSE Wall Access Easement Area.

3.2 Separate and distinct from the rights of ingress and egress pertaining to the Utility Easement Areas, as set forth above, Grantor retains and reserves, for itself and its successors and assigns, a non-exclusive access easement on a western portion of the Property, accessible from Cataract Avenue, for, among other things, access, including access for first responders, inspection, and maintenance of the adjacent bungalow and stairwell. Grantor shall have the permanent non-exclusive right of access, inspection, maintenance and repair, including without limitation construction, reconstruction, renovation, replacement, etc., over, above, on, under, below, in, across, along, about and through that certain portion of the Property more fully described and depicted in EXHIBIT "I" and EXHIBIT "J" ("Bungalow and Stairwell Access Easement Area"), for the purpose of all necessary and convenient activities associated with access to, including without limitation ingress to and egress from, including access for first responders, and maintenance as well as repair of the bungalow and stairwell. The foregoing includes, without limitation, construction, reconstruction, development, redevelopment, installation, expansion, contraction, removal, use, reuse, operation, maintenance and repair of the bungalow and stairwell, including appurtenances. The access easement to the Bungalow and Stairwell will not prohibit the City from maintaining a fifteen (15) foot access way over the Bungalow and Stairwell Access Easement Area to facilitate the City's use of the Replacement Property.

3.2.1. As a non-exclusive easement, Grantee has the right to use any part of this easement that does not interfere with Grantor's rights in the Bungalow and Stairwell Access Easement Area. However, by its acceptance of this Instrument, Grantee covenants, by and for itself, its heirs, successors and assigns, including without limitation any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantee shall not permit or undertake, without the express prior written consent of Grantor (which shall not be unreasonably withheld, conditioned or delayed), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, below, in, around, about, across, along or through the Bungalow and Stairwell Access Easement Area, which may interfere with Grantor's use of the Bungalow and Stairwell Access Easement Area.

3.3 Separate and distinct from the rights of ingress and egress pertaining to the Utility Easement Areas, as set forth above, Grantor retains and reserves, for itself and its successors and assigns, a non-exclusive access easement on an eastern portion of the Property, accessible from Monte Vista Avenue, for, among other things, access, inspection, and maintenance of the adjacent TPSS site and ancillary improvements. Grantor shall have the permanent non-exclusive right of access, inspection, maintenance and repair, including without limitation construction, reconstruction, renovation, replacement, etc., over, above, on, under, below, in, across, along, about and through that certain portion of the Property more fully described and depicted in EXHIBIT "K" and EXHIBIT "L" ("TPSS Access Easement Area"), for the purpose of all necessary and convenient activities associated with access to, including without limitation ingress to and egress from, and maintenance as well as repair of the TPSS and ancillary improvements. The foregoing includes, without limitation, construction, reconstruction, development, redevelopment, installation, expansion, contraction, removal, use, reuse, operation, maintenance

and repair of the TPSS, including appurtenances. The access easement to the TPSS site will not prohibit City from maintaining a fifteen (15) foot access way over the TPSS Access Easement Area to facilitate the City's use of the Replacement Property.

3.3.1. As a non-exclusive easement, Grantee has the right to use any part of this easement that does not interfere with Grantor's rights in the TPSS Access Easement Area, including Grantor's grounding grid and electrification for the TPSS site. However, by its acceptance of this Instrument, Grantee covenants, by and for itself, its heirs, successors and assigns, including without limitation any voluntary and involuntary successor(s)-in-interest to the Property or any part of it, that Grantee shall not permit or undertake, without the express prior written consent of Grantor (which shall not be unreasonably withheld, conditioned or delayed), the erection, placement, or maintenance of any improvement, or any other activity, over, above, on, under, below, in, around, about, across, along or through the TPSS Access Easement Area, which may interfere with Grantor's use of the TPSS Access Easement Area.

4. Development. Grantor and/or Metro have/has the right to review and approve any proposed development of and/or on the Property; and such approval will not be unreasonably withheld. Any proposed development of and/or on the Property shall not restrict access to the Project and its associated facilities (as described above). Any proposed development shall not induce any load to the MSE wall and structure/abutment or impact the grounding grid and electrification for the TPSS site.

5. The owner of the above-discussed utilities is responsible for the restoration in kind of any surface improvements on the Property due to the excavation, digging and/or drilling, laying, construction, reconstruction, location, relocation, configuring, reconfiguring, use, inspection, maintenance, operation, repair, replacement, patrol, or change in the size of any utilities, utility facilities, and related appurtenances.

5. General – Miscellaneous.

5.1 This Instrument, including, without limitation, the grant, the reservations and other terms and provisions set forth or incorporated by reference herein shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any voluntary or involuntary successor(s)-in-interest. Grantor may assign its rights and remedies, as identified herein, and may do so without obtaining the consent of or providing notice to Grantee.

5.2 The usual rule, to the effect that an agreement shall be interpreted against the drafting party, shall not apply. This Instrument is not to be construed as if prepared by one party or the other, but instead shall be construed as if prepared, including negotiated and drafted, by both parties.

5.3 On and subject to the terms of this Instrument, the covenants, conditions, restrictions and easements set forth, contained granted and/or reserved in this Instrument shall run with the land (that is, the Property). This Instrument, together with the Agreement, contains the

entire agreement of Grantor and Grantee relating to the subject matter hereof, including, without limitation, the rights herein granted and the obligations herein assumed. Any oral representations concerning or modifications of this Instrument or the Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by each of the parties.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

Metro Gold Line Foothill Extension  
Construction Authority

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This is to certify that the interest in real property conveyed by deed or grant deed dated \_\_\_\_\_ from Metro Gold Line Foothill Extension Construction Authority to the City of San Dimas, a political corporation, is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by Resolution No. 60-42 adopted on December 12, 1960, and the grantee consents to the recordation thereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chris Constantin City Manager



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**[APNs: Portions of 8390-022-905 and 8390-905-813]**

**EXHIBIT "B"**

**DEPICTION OF THE PROPERTY**

**[APNs: Portions of 8390-022-905 and 8390-905-813]**

**EXHIBIT "C"**

**[Ductbank Easement - Description of Reserved Rights]**

**EXHIBIT “D”**

**[Ductbank Easement - Depiction of Reserved Rights]**

**EXHIBIT “E”**

**[Waterline/Standpipe and Train Control Conduits Easement - Description of Reserved Rights]**

**EXHIBIT "F"**

**[Waterline/Standpipe and Train Control Conduits Easement - Depiction of Reserved Rights]**

**EXHIBIT "G"**

**[MSE Wall Access Easement - Description of Reserved Rights]**

**EXHIBIT “H”**

**[MSE Wall Access Easement - Depiction of Reserved Rights]**



**EXHIBIT "I"**

**[Bungalow and Stairwell Access Easement - Description of Reserved Rights]**

**EXHIBIT "J"**

**[Bungalow and Stairwell Access Easement - Depiction of Reserved Rights]**

**EXHIBIT “K”**

**[TPSS Access Easement - Description of Reserved Rights]**

**EXHIBIT “L”**

**[TPSS Access Easement - Depiction of Reserved Rights]**

**ACKNOWLEDGEMENT**

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, \_\_\_\_\_,  
Notary Public, 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)

**ACKNOWLEDGEMENT**

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, \_\_\_\_\_,  
Notary Public, 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 E

**METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY**

**Contract No. C2002**

**PHASE 2B ALIGNMENT  
DESIGN-BUILD PROJECT**



**VOLUME 2- TECHNICAL PROVISIONS**  
**(POMONA TERMINUS)**

**DOCUMENT 8.5- SUBSTANCE SCREENING LEVELS TABLE**

**EXECUTION VERSION**



All references to Volume 2- Technical Provisions, Document 8.5- Substance Screening Levels Table as used in the Contract Documents shall mean this document unless and until Authority exercises the Montclair Option, in which case this document shall no longer have any effect and all references to Volume 2- Technical Provisions, Document 8.5- Substance Screening Levels Table as used in the Contract Documents shall mean Volume 2- Technical Provisions (Montclair Terminus), Document 8.5- Substance Screening Levels Table.

**TABLE A1-1: CONTAMINATED SOIL CRITERIA**

HOW TO USE THIS TABLE: Compare soil sample data with threshold concentration to determine if soil is Contaminated Soil. If instructions column indicates use decision tree, then use decision tree at bottom section of table to determine if soil is Contaminated Soil. Contractor is responsible for knowing TTL, STLC, and TCLP limits under applicable regulations.

Constituent	Threshold Concentration	Units	Basis	Instructions
<b>TPH:</b>				
TPHgas (C4-C12)	100	mg/kg	(1)	
TPH diesel (C13-C20)	100	mg/kg	(1)	
TPH oil (C21-C44)	1000	mg/kg	(1)	
<b>VOCs:</b>				
Total VOCs by PID	50	ppmv	(2)	Follow SCAQMD Rule 1166 requirements
1,1,1,2-Tetrachloroethane	2700	µg/kg	(4)	
1,1,1-Trichloroethane	40000000	µg/kg	(4)	
1,1,2,2-Tetrachloroethane	8800	µg/kg	(4)	
1,1,2-Trichloroethane	5000	µg/kg	(4)	
1,1-Dichloroethane	16000	µg/kg	(4)	
1,2-Dichloroethane	2000	µg/kg	(4)(7)	use decision tree below
1,1-Dichloroethene	1000000	µg/kg	(4)(7)	use decision tree below
1,1-Dichloropropene	8200	µg/kg	(4)	
1,2,3-Trichlorobenzene	930000	µg/kg	(4)	
1,2,4-Trichlorobenzene	110000	µg/kg	(4)	
1,2,3-Trichloropropane	110	µg/kg	(4)	
1,2,4-Trichlorobenzene	100000	µg/kg	(4)	
1,2,3-Trimethylbenzene	2000000	µg/kg	(4)	
1,2,4-Trimethylbenzene	1800000	µg/kg	(4)	
1,3,5-Trimethylbenzene	1500000	µg/kg	(4)	
1,2-Dibromo-3-chloropropane	64	µg/kg	(4)	
1,2-Dibromoethane	160	µg/kg	(4)	
1,2-Dichlorobenzene	9300000	µg/kg	(4)	
1,4-Dichlorobenzene	11000	µg/kg	(4)(7)	use decision tree below
1,2-Dichloropropane	1200	µg/kg	(4)	
1,3-Dichloropropane	23000000	µg/kg	(4)	
o-Chlorotoluene	23000000	µg/kg	(4)	
p-Chlorotoluene	23000000	µg/kg	(4)	
Benzene	5100	µg/kg	(4)	
Bromobenzene	1800000	µg/kg	(4)	
Bromodichloromethane	1300	µg/kg	(4)	
Bromoform	86000	µg/kg	(4)	

**TABLE A1-1: CONTAMINATED SOIL CRITERIA**

Bromomethane	30000	µg/kg	(4)	
Carbon tetrachloride	2900	µg/kg	(4)(7)	use decision tree below
Chlorobenzene	1300000	µg/kg	(4)(7)	use decision tree below
Chloroform	1400	µg/kg	(4)(7)	use decision tree below
Chloromethane	460000	µg/kg	(4)	
cis-1,2-Dichloroethene	2300000	µg/kg	(4)	
trans-1,2-Dichloroethene	23000000	µg/kg	(4)	
1,3-Dichloropropene	8200	µg/kg	(4)	
Dibromochloromethane	39000	µg/kg	(4)	
Dibromomethane	990000	µg/kg	(4)	
Di-isopropyl ether	9400000	µg/kg	(4)	
Ethylbenzene	25000	µg/kg	(4)	
Hexachlorobutadiene	5300	µg/kg	(4)	
Hexachloroethane	8000	µg/kg	(4)(7)	use decision tree below
m-Xylene	2400000	µg/kg	(4)	
o-Xylene	2800000	µg/kg	(4)	
p-xylene	2500000	µg/kg	(4)	
Methylene chloride	1000000	µg/kg	(4)	
MTBE	210000	µg/kg	(4)	
Nitrobenzene	22000	µg/kg	(4)	
n-Butylbenzene	58000000	µg/kg	(4)	
sec-Butylbenzene	120000000	µg/kg	(4)	
Propylbenzene	24000000	µg/kg	(4)	
Tetrachloroethene	100000	µg/kg	(4)(7)	use decision tree below
Toluene	47000000	µg/kg	(4)	
Trichloroethene	6000	µg/kg	(4)(6)(7)	use decision tree below
Trichlorofluoromethane	350000000	µg/kg	(4)	
Vinyl chloride	1700	µg/kg	(4)(7)	use decision tree below
<b>SVOCs and PAHs:</b>				
1,4-Dioxane	24000	µg/kg	(3)	
2,4,5-Trichlorophenol	82000000	µg/kg	(4)	
2,4,6-Trichlorophenol	210000	µg/kg	(4)	
2,4-Dichlorophenol	2500000	µg/kg	(4)	
2,4-Dimethylphenol	16000000	µg/kg	(4)	
2,4-Dinitrophenol	1600000	µg/kg	(4)	
2,4-Dinitrotoluene	74000	µg/kg	(4)	
2,6-Dinitrotoluene	1500	µg/kg	(4)	
2-Chlorophenol	5800000	µg/kg	(4)	
2-Nitroaniline	8000000	µg/kg	(4)	
4-Nitroaniline	110000	µg/kg	(4)	
3,3'-Dichlorobenzidine	5100	µg/kg	(4)	

**TABLE A1-1: CONTAMINATED SOIL CRITERIA**

p-Chloroaniline	11000	µg/kg	(4)	
Acenaphthene	45000000	µg/kg	(4)	
Anthracene	230000000	µg/kg	(4)	
Benzidine (M)	100000	µg/kg	(4)	
Benzo(a)anthracene	21000	µg/kg	(4)	
Benzo(a)pyrene	130	µg/kg	(3)	
Benzoic acid	3300000000	µg/kg	(4)	
Benzyl alcohol	820000000	µg/kg	(4)	
Bis(2-chloroethoxy)methane	2500000	µg/kg	(4)	
Bis(2-chloroethyl)ether	1000	µg/kg	(4)	
Bis(2-chloroisopropyl)ether	1000	µg/kg	(4)	
Bis(2-ethylhexyl)phthalate	160000	µg/kg	(4)	
Butylbenzylphthalate	1200000	µg/kg	(4)	
Chrysene	2100000	µg/kg	(4)	
Dibenz(a,h)anthracene	2100	µg/kg	(4)	
Diethylphthalate	660000000	µg/kg	(4)	
Dimethylphthalate	120000000	µg/kg	(4)	
Di-n-butylphthalate	82000000	µg/kg	(4)	
Di-n-octylphthalate	8200000	µg/kg	(4)	
Dioxin	0.47	µg/kg	(4)	
Fluoranthene	30000000	µg/kg	(4)	
Fluorene	30000000	µg/kg	(4)	
Indeno(1,2,3-cd)pyrene	21000	µg/kg	(4)	
Naphthalene	17000	µg/kg	(4)	
N-Nitrosodiphenylamine	470000	µg/kg	(4)	
Pentachlorophenol	4000	µg/kg	(4)(7)	use decision tree below
Phenol	250000000	µg/kg	(4)	
Pyrene	23000000	µg/kg	(4)	
Styrene	35000000	µg/kg	(4)	
<b>Pesticides:</b>				
2,4-D	7700000	µg/kg	(3)(6)(7)	use decision tree below
2,4,5-TP (Silvex)	6100000	µg/kg	(3)(6)(7)	use decision tree below
Aldrin	130	µg/kg	(3)(6)	use decision tree below
Chlordane	1700	µg/kg	(3)(6)(7)	use decision tree below
DDD	1000	µg/kg	(6)	use decision tree below
DDE	1000	µg/kg	(6)	use decision tree below
DDT	1000	µg/kg	(6)	use decision tree below
Dieldrin	130	µg/kg	(3)(6)	use decision tree below
Endrin	200	µg/kg	(6)	use decision tree below
Heptachlor	520	µg/kg	(3)(6)(7)	use decision tree below
Lindane	2000	µg/kg	(3)(6)(7)	use decision tree below

**TABLE A1-1: CONTAMINATED SOIL CRITERIA**

Methoxychlor	100000	µg/kg	(6)(7)	use decision tree below
Mirex	120	µg/kg	(3)(6)	use decision tree below
Toxaphene	1800	µg/kg	(3)(6)(7)	use decision tree below
<b>PCBs:</b>				
Any individual PCB	300	µg/kg	(3)	
<b>Metals:</b>				
Antimony	500	mg/kg	(6)(7)	use decision tree below
Arsenic	50	mg/kg	(5)(6)(7)	use decision tree below
Barium	10000	mg/kg	(6)(7)	use decision tree below
Beryllium	75	mg/kg	(6)	use decision tree below
Cadmium	7.5	mg/kg	(3)	use decision tree below
Chromium	2500	mg/kg	(6)(7)	use decision tree below
Cobalt	3200	mg/kg	(3)(6)	use decision tree below
Copper	2500	mg/kg	(6)	use decision tree below
Lead	320	mg/kg	(3)(6)(7)	use decision tree below
Mercury	20	mg/kg	(6)	use decision tree below
Molybdenum	3500	mg/kg	(6)	use decision tree below
Nickel	2000	mg/kg	(6)	use decision tree below
Selenium	100	mg/kg	(6)(7)	use decision tree below
Silver	500	mg/kg	(6)(7)	use decision tree below
Thallium	63	mg/kg	(3)(6)	use decision tree below
Vanadium	2400	mg/kg	(6)	use decision tree below
Zinc	5000	mg/kg	(6)	use decision tree below

**Basis:**

- (1) LARWQCB Interim Site Assessment and Cleanup Guidebook, May 1996. Screening levels for distance above groundwater < 20 feet
- (2) SCAQMD Rule 1166 - Excavation of VOC impacted soil
- (3) OEHHA Soil Screening Number for commercial/industrial exposure (also called "CHHSLs"). Available at: [https://oehha.ca.gov/media/downloads/risk-assessment/california-human-health-screening-levels-chhsls/chhslstableall\\_0.pdf](https://oehha.ca.gov/media/downloads/risk-assessment/california-human-health-screening-levels-chhsls/chhslstableall_0.pdf)
- (4) EPA RSLs for commercial/industrial exposure. Available at: <https://www.epa.gov/risk/regional-screening-levels-rsls-generic-tables-november-2017>
- (5) Precedent agreement between LACMTA and DTSC
- (6) TTLC and (10 x STLC) - available at: [https://govt.westlaw.com/calregs/Document/I07DBE58C0F8C446C9715168D2C88CC9E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I07DBE58C0F8C446C9715168D2C88CC9E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
- (7) 20 x TCLP - TCLP available at: [https://www.epa.gov/sites/production/files/2015-10/documents/chap7\\_0.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/chap7_0.pdf)

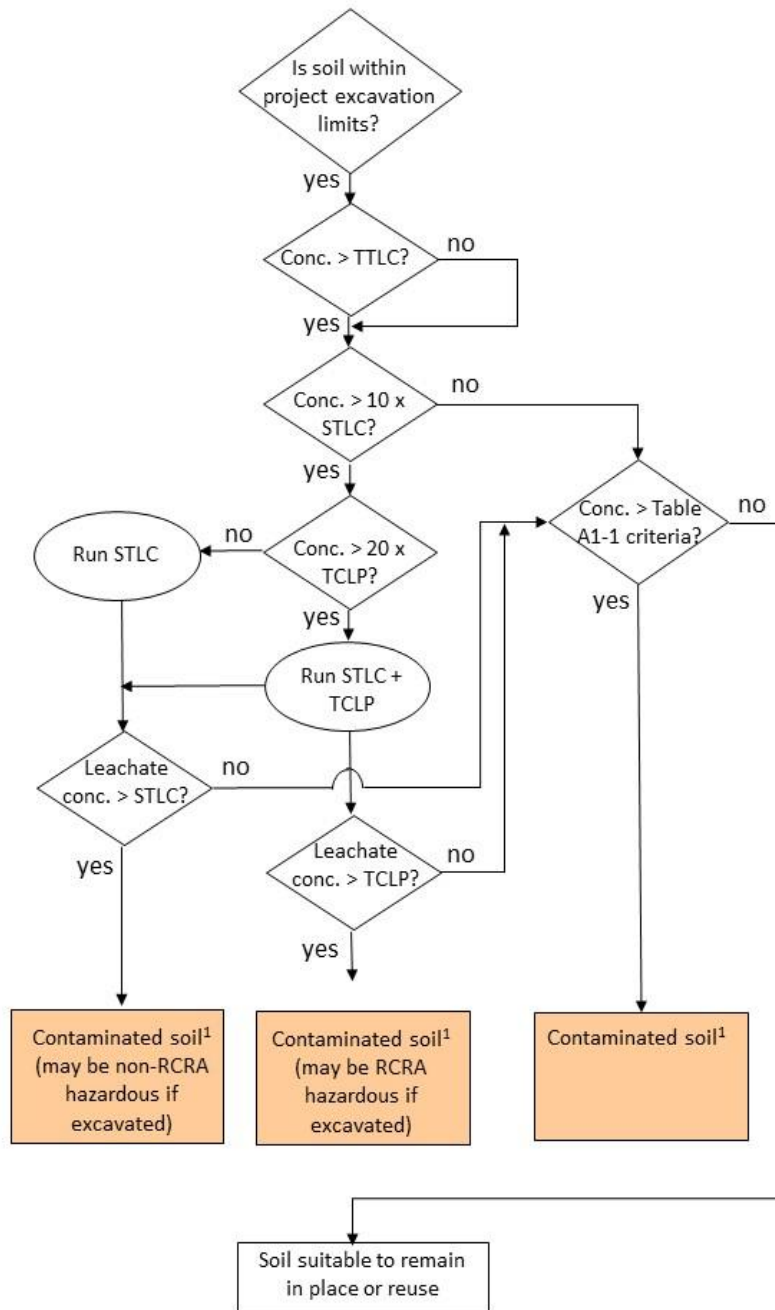
**TABLE A1-1: CONTAMINATED SOIL CRITERIA**

**ACRONYMS:**

CHHSL	California Human Health Screening Level
DTSC	California Department of Toxic Substances Control
DDD	Dichlorodiphenyldichloroethane
DDE	Dichlorodiphenyldichloroethylene
DDT	Dichlorodiphenyltrichloroethane
EPA	United States Environmental Protection Agency
LACMTA	Los Angeles County Metropolitan Transportation Authority
LARWQCB	California Regional Water Quality Control Board - Los Angeles Region
µg/kg	micrograms per kilogram
mg/kg	milligrams per kilogram
OEHHA	California Office of Environmental Health Hazard Assessment
PCB	polychlorinated biphenyl
PID	photoionization detector
ppmv	parts per million by volume (gas)
RSL	EPA Regional Screening Level
SCAQMD	South Coast Air Quality Management District
STLC	Soluble Threshold Limit Concentration
TCLP	Toxicity Characteristic Leaching Procedure
TPH	total petroleum hydrocarbons
TTLC	Total Threshold Limit Concentration
VOC	volatile organic compound

TABLE A1-1: CONTAMINATED SOIL CRITERIA

## Contaminated Soil Decision Tree



1. NOTE - Contaminated soil outside project excavation limits does not have to be remediated by Design-Build Contractor

# EXHIBIT F



- NOTES:
- SEE DWG C-001 FOR CONSTRUCTION NOTES AND SYMBOLS. SEE DWG C-101 AND C-102 FOR SYMBOL AND LEGEND. SEE DWG C-110 AND C-111 FOR ABBREVIATIONS.
  - SEE SYSTEMS PLANS FOR BUNGALOW INFORMATION.
  - ADJUST MANHOLES, GAS VALVES OR WATER VALVE COVERS TO FINAL GRADES.
  - SEE STRIPING PLANS FOR ACCURATE CROSSWALK LOCATIONS.
  - SEE RETAINING/SOUND WALL PLANS FOR RETAINING/SOUND WALL INFORMATION.
  - SEE LANDSCAPING PLANS FOR LANDSCAPING INFORMATION.
  - SEE UTILITY PLANS FOR NEW AND EXISTING UTILITIES.
  - SEE STREET LIGHTING PLANS FOR STREET LIGHT EXACT LOCATIONS AND DETAILS.
  - SEE DRAINAGE PLANS FOR STORM DRAIN CONSTRUCTION AND REMOVAL.
  - SEE FENCING PLANS FOR FENCE AND GATE DETAILS.
  - SEE TRACK SYSTEM PLANS FOR DBCS AND EQUIPMENT LAYOUT PLANS.
  - THE CROSS SLOPE OF PAVED CROSSWALK SHALL BE 1.5% MAXIMUM.
  - OFFSET DIMENSIONS FOR CURB ARE MEASURED TO THE CURB LINE. SEE TYPICAL CROSS SECTIONS FOR ADDITIONAL INFORMATION.
  - PLACE PAVEMENT PER SCRRR STANDARD ES4001.
  - PLACE PAVEMENT PER METRO STANDARD TS-844.
  - PLACE AC RAMP PER METRO STANDARD TS-554 AND TS-842.
  - PLACE AC SECTION PER SCRRR STANDARD ES4001, DETAIL B, PAVEMENT SECTION EGM LOOPS.
  - SEE Q-SHEETS FOR FREIGHT TRAIN CONTROL DRAWINGS.
  - SEE GRADE CROSSING EQUIPMENT ON CONSTRUCTION DETAIL PLANS.

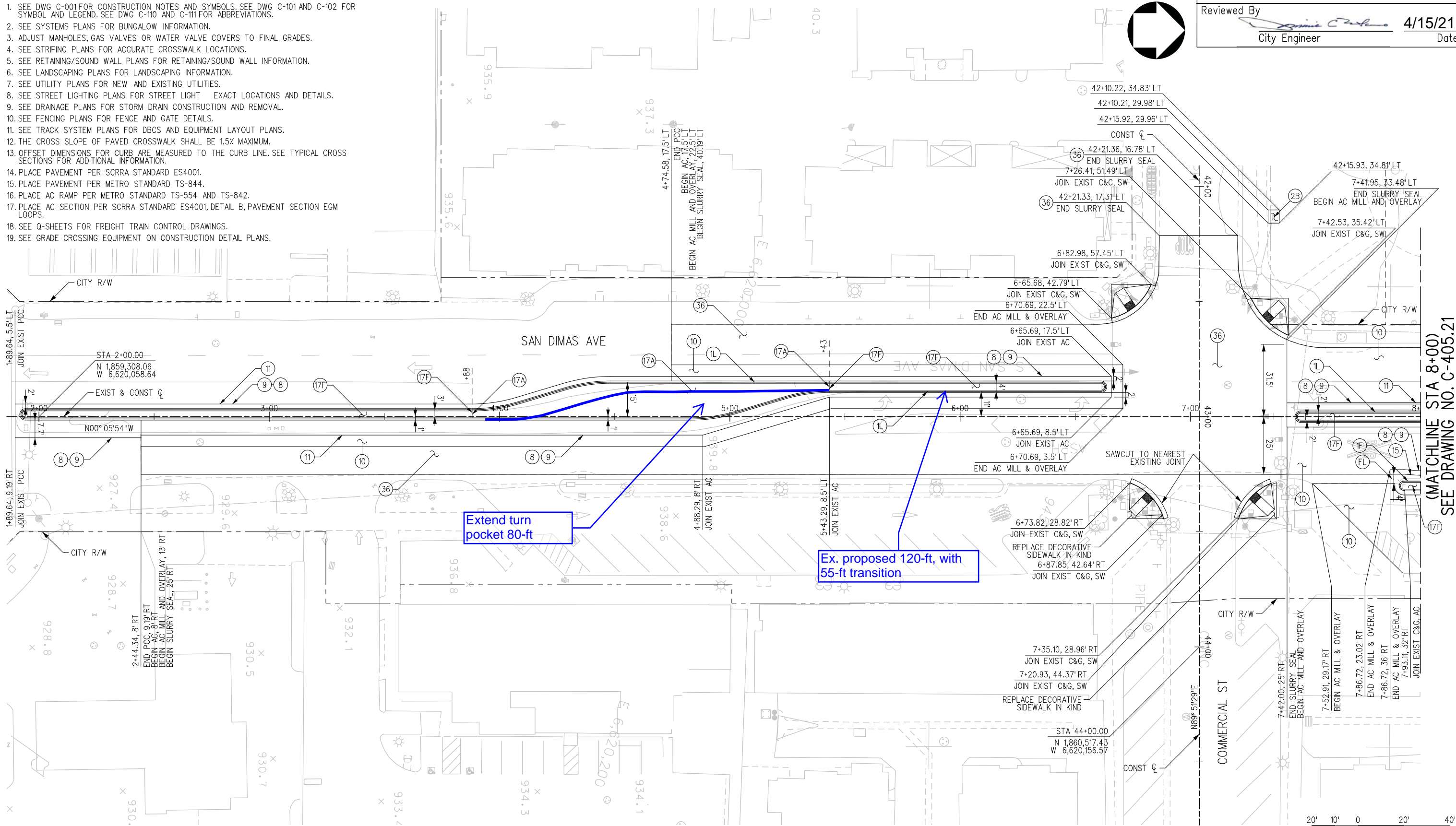
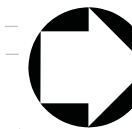
City of San Dimas

Reviewed By

City Engineer

4/15/21

Date

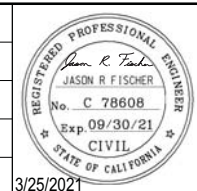


(MATCHLINE STA 8+00)  
SEE DRAWING NO. C-405.21



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DESIGNED BY  
**K. CIUCKI**  
DRAWN BY  
**J. MILANO**  
CHECKED BY  
**E. GIROD**  
APPROVED BY  
**J. FISCHER**  
DATE  
1/22/21



**METRO GOLD LINE  
FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY**

**KIEWIT-PARSONS, A JV**

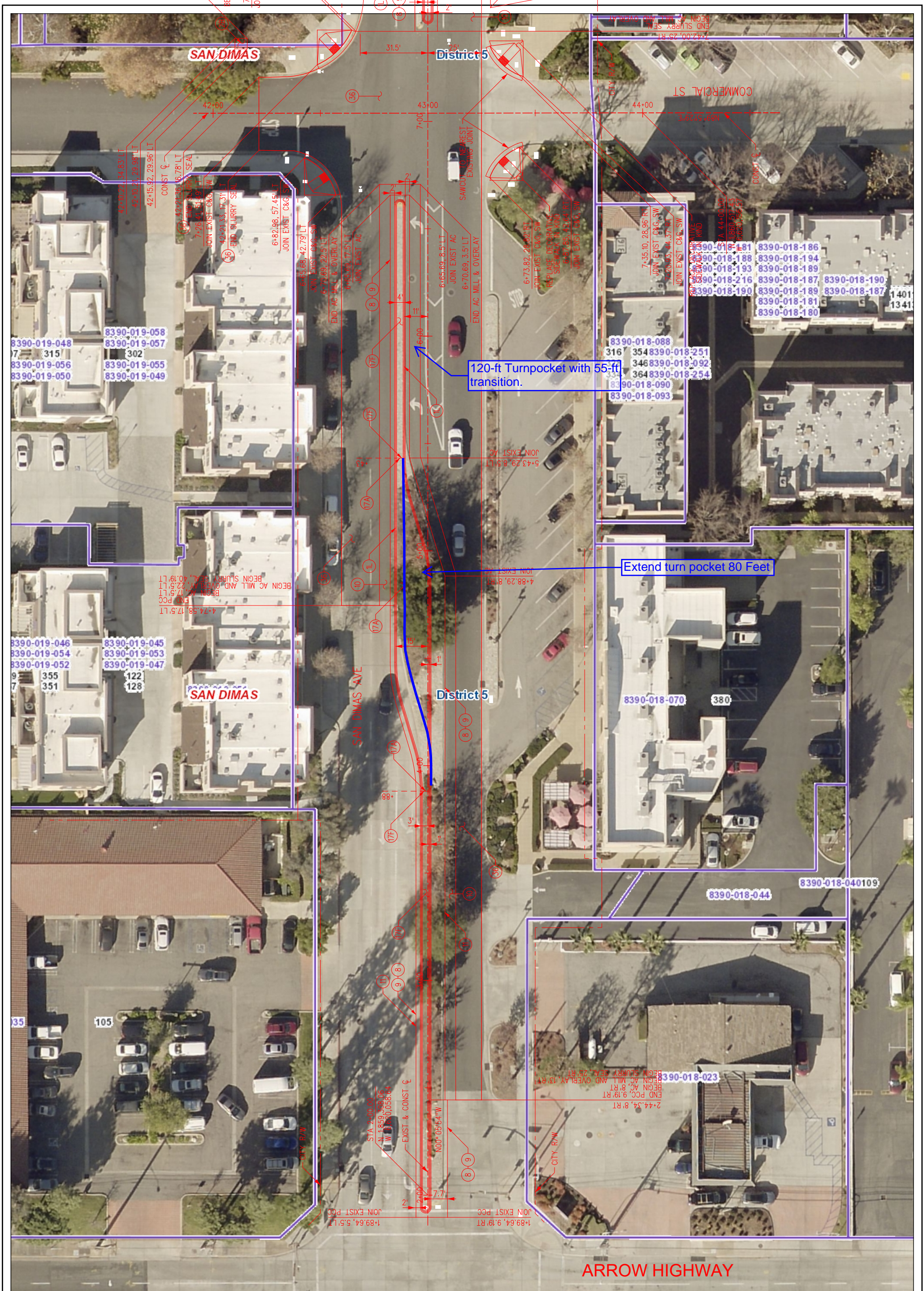
**APPROVED FOR  
CONSTRUCTION DRAWINGS - AFC**

Authority

**GOLD LINE FOOTHILL EXTENSION  
PHASE 2B  
STREET IMPROVEMENTS  
SAN DIMAS AVENUE  
PLAN**

CONTRACT NO <b>C2002</b>	
DRAWING NO <b>C-405.20</b>	REV <b>0</b>
SCALE <b>1" = 20'</b>	
SHEET NO	

REV	DATE	DESCRIPTION
0	1/22/21	AFC SUBMITTAL - SAN DIMAS 2 PKG 201



35 70 Feet

Created in GIS-NET Public

Printed: 11/10/22

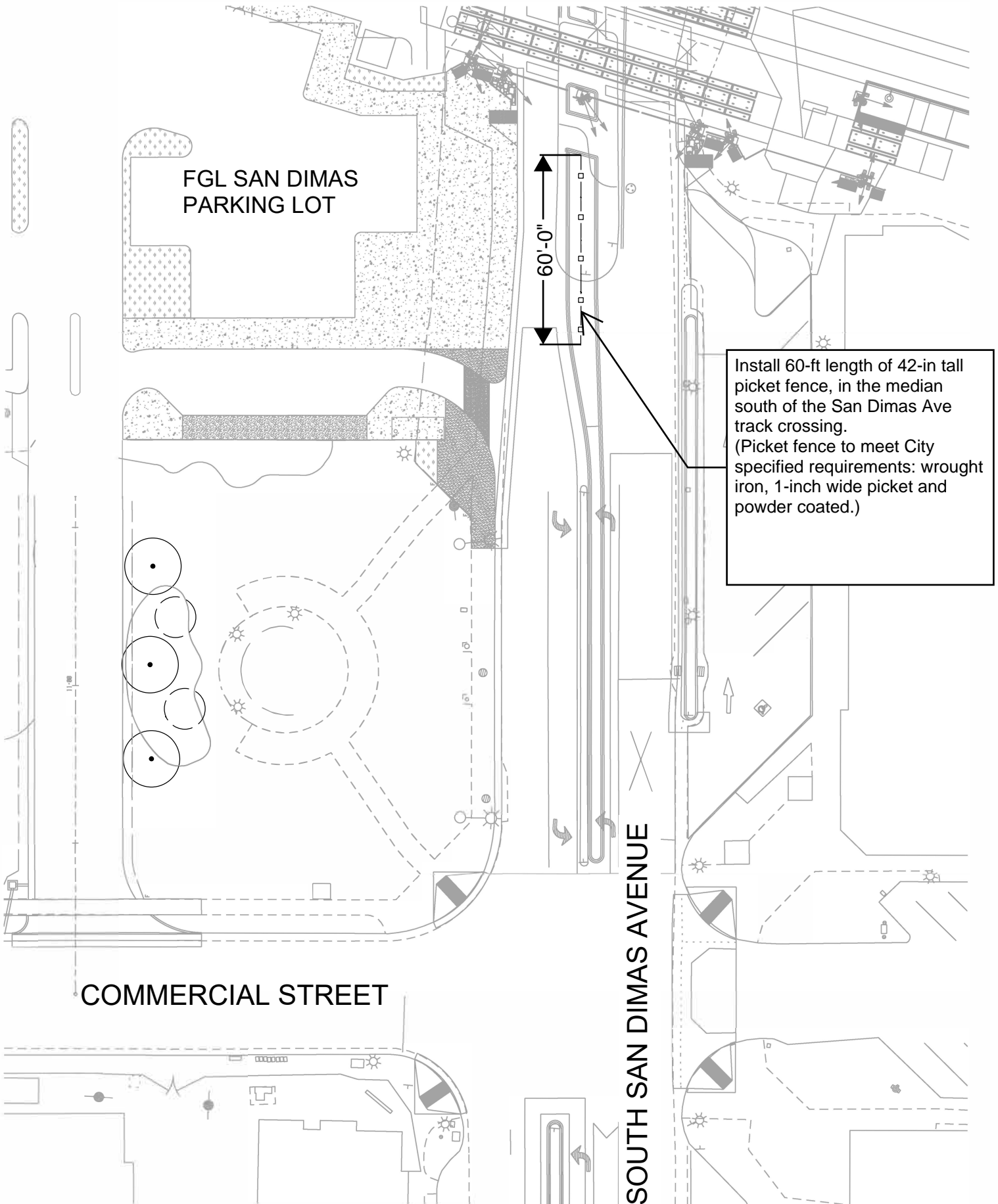


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# EXHIBIT G

# ATTACHMENT A



**CITY OF SAN DIMAS SAN DIMAS AVENUE MEDIAN FENCE EXHIBIT**  
FOOTHILL GOLD LINE CONSTRUCTION AUTHORITY

# EXHIBIT H

FGL SAN DIMAS  
PARKING LOT

INSTALL THREE PLATANUS  
RACEMOSES (CALIFORNIA  
SYCAMORES)

REMOVE EXISTING TREES,  
REPLACE DISTURBED AREA  
WITH SHRUBS AND LAWN

Install hedge next to  
existing wall, with shrubs  
and groundcover behind  
curb. Protect tree(s) where  
possible; remove and  
replace sycamore tree  
behind the existing  
sidewalk.

COMMERCIAL STREET

SOUTH SAN DIMAS AVENUE

# EXHIBIT I

**RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:**

Metro Gold Line Foothill Extension Construction Authority  
406 East Huntington Drive, Suite 202  
Monrovia, California 91016-3633  
Attention: Mitchell S. Purcell, Esq

---

Portions APNs:

This Utility Easement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922. This Utility Easement is exempt from fee per California Government Code Section 27388.1(a)(1); expressly exempted from payment of recording fees. [See Senate Bill 2, Chapter 2.5 of the Statutes of 2017, known as the Affordable Housing and Job Acts Fee.]

**Public Agency – No Tax Statement**

**GRANT OF UTILITY EASEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the undersigned **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**, a public entity of the State of California (hereinafter referred to as "**Grantor**"), Grantor does hereby GRANT and CONVEY to the **CITY OF SAN DIMAS, public body corporate and politic** ("**Grantee**"), and its successors and assigns, a permanent non-exclusive utility easement ("**Utility Easement**") under that certain real property located in the City of San Dimas, County of Los Angeles, State of California, more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Utility Easement Area**"), to use, inspect, maintain, operate, repair, replace, or remove from time to time, a subsurface utility line and related appurtenances and uses ("Facilities"), and including the reasonable right of ingress and egress to and from the Utility Easement Area to access the Facilities.

The Utility Easement shall include, without limitation, the right and privilege of Grantee and its agents, representatives, employees, contractors, subcontractors, workmen, service providers, material providers and others similarly situated to (i) perform all activities as may be necessary to facilitate the purposes of the Utility Easement, (ii) use, pass through and otherwise occupy the Utility Easement Area, and (iii) the right to use a reasonable means of ingress to and egress from said Utility Easement Area across the property of Grantor.

As the Utility Easement is non-exclusive, Grantor has and retains the right to use the surface or any other part of the Utility Easement Area for any purpose which does not unreasonably interfere with the Utility Easement. Further, notwithstanding anything contained in this instrument to the contrary, Grantor may grant or dedicate any easement, right or other interest in, to, on, under or over the Utility Easement Area which does not unreasonably interfere with the Utility Easement.



This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY,  
a public entity of the State of California

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, 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)

**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

This is to certify that the Grant of Utility Easement dated \_\_\_\_\_, 20\_\_\_\_, from **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California** to the **CITY OF SAN DIMAS, public body corporate and politic**, is hereby accepted by the undersigned agent on behalf of the CITY OF SAN DIMAS, public body corporate and politic, pursuant to the authority conferred by \_\_\_\_\_ and Grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTEE:**

CITY OF SAN DIMAS, public body corporate and politic

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

Legal Description of Utility Easement  
APNs:

[attached behind this page]

**EXHIBIT "B"**

Map or Plat of Utility Easement Area  
APNs:

[attached behind this page]

# EXHIBIT J

**RECORDING REQUESTED BY  
AND  
WHEN RECORDED MAIL TO:**

Metro Gold Line Foothill Extension Construction Authority  
406 East Huntington Drive, Suite 202  
Monrovia, California 91016-3633  
Attention: Mitchell S. Purcell, Esq

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Portions APNs:

This Utility Easement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922. This Utility Easement is exempt from fee per California Government Code Section 27388.1(a)(1); expressly exempted from payment of recording fees. [See Senate Bill 2, Chapter 2.5 of the Statutes of 2017, known as the Affordable Housing and Job Acts Fee.]

**Public Agency – No Tax Statement**

**GRANT OF UTILITY EASEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the undersigned **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**, a public entity of the State of California (hereinafter referred to as "**Grantor**"), Grantor does hereby GRANT and CONVEY to the **CITY OF SAN DIMAS, public body corporate and politic** ("**Grantee**"), and its successors and assigns, a permanent non-exclusive utility easement ("**Utility Easement**") under that certain real property located in the City of San Dimas, County of Los Angeles, State of California, more fully described and depicted or illustrated in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "**Utility Easement Area**"), to use, inspect, maintain, operate, repair, replace, or remove from time to time, a subsurface utility line and related appurtenances and uses ("Facilities"), and including the reasonable right of ingress and egress to and from the Utility Easement Area to access the Facilities.

The Utility Easement shall include, without limitation, the right and privilege of Grantee and its agents, representatives, employees, contractors, subcontractors, workmen, service providers, material providers and others similarly situated to (i) perform all activities as may be necessary to facilitate the purposes of the Utility Easement, (ii) use, pass through and otherwise occupy the Utility Easement Area, and (iii) the right to use a reasonable means of ingress to and egress from said Utility Easement Area across the property of Grantor.

As the Utility Easement is non-exclusive, Grantor has and retains the right to use the surface or any other part of the Utility Easement Area for any purpose which does not unreasonably interfere with the Utility Easement. Further, notwithstanding anything contained in this instrument to the contrary, Grantor may grant or dedicate any easement, right or other interest in, to, on, under or over the Utility Easement Area which does not unreasonably interfere with the Utility Easement.

This instrument, including, without limitation, the grants and other terms and provisions set forth herein, shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, successors and assigns, including, without limitation, any involuntary successor(s)-in-interest. Grantee may assign its rights and remedies in, to and/or under this instrument and may do so without obtaining the consent of or providing notice to Grantee.

Subject to the terms of this instrument, the covenants contained in this instrument shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY,  
a public entity of the State of California

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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 \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, Notary Public, 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)

**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

This is to certify that the Grant of Utility Easement dated \_\_\_\_\_, 20\_\_\_\_, from **METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY, a public entity of the State of California** to the **CITY OF SAN DIMAS, public body corporate and politic**, is hereby accepted by the undersigned agent on behalf of the CITY OF SAN DIMAS, public body corporate and politic, pursuant to the authority conferred by \_\_\_\_\_ and Grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTEE:**

CITY OF SAN DIMAS, public body corporate and politic

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

Legal Description of Utility Easement  
APNs:

[attached behind this page]

**EXHIBIT "B"**

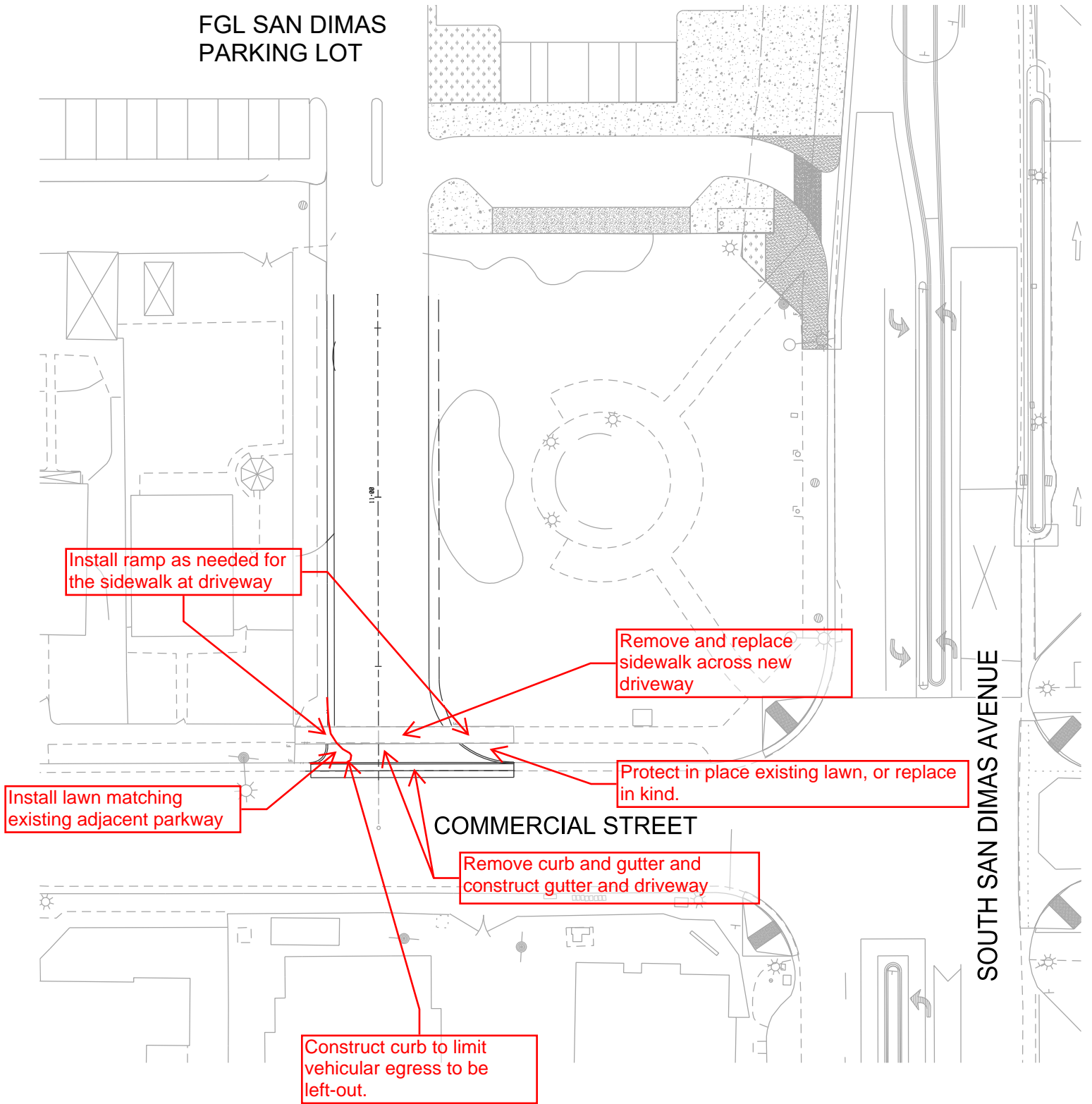
Map or Plat of Utility Easement Area  
APNs:

[attached behind this page]

# EXHIBIT K

# ATTACHMENT B

FGL SAN DIMAS  
PARKING LOT



**SAN DIMAS PARKING LOT COMMERCIAL STREET DRIVEWAY IMPROVEMENT EXHIBIT**  
FOOTHILL GOLD LINE CONSTRUCTION AUTHORITY 1"=40'