

RIGHT OF ENTRY PERMIT
FOR THREE YEARS PLUS TWO ONE YEAR EXTENSION

The DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES ("Department" or LADWP) hereby gives permission to the CITY OF LOS ANGELES HARBOR DEPARTMENT ("Permittee" or LAHD) to enter upon the Department's real property located off of Avalon Blvd. south of Harry Bridges Blvd. as shown as Parcels A, B, and C and shaded in Blue on the attached drawing marked Exhibit A and made a part hereof, (hereinafter referred to as the "Property") for the purposes and pursuant to the terms and conditions set forth below.

WHEREAS, LADWP and LAHD are discussing a property exchange whereby LAHD would acquire the Property from LADWP, and in return LADWP would acquire from LAHD Parcels K, L, P, U, and T, as well as Fries Avenue, portions of A-Street, and portions of North Lagoon Avenue, shown as sections N and S, through a street vacation to be requested by LADWP and supported by LAHD and City Council Office, as depicted on Exhibit A; and

WHEREAS, the proposed property exchange is incident to LAHD's development of the Wilmington Waterfront Promenade and Avalon Promenade and Gateway Projects (the "Projects"); and

WHEREAS, LADWP cannot convey an interest in real property without the approval of the Board of Water and Power Commissioners (LADWP Board) and the Los Angeles City Council, in their discretion; and

WHEREAS, LAHD cannot acquire or convey an interest in real property without the approval of the Board of Harbor Commissioners (LAHD Board) and the Los Angeles City Council, in their discretion; and

WHEREAS, LAHD wishes to enter the Property to commence certain construction activities in connection with the Projects prior to the LADWP Board, LAHD Board and City Council's consideration of the proposed property exchange. LAHD agrees to assume all risks associated with such advanced entry on the Property including (i) the risk that the LAHD Board and LADWP Board and City Council may not approve the proposed property transfers described herein, (ii) that LADWP will continue to use the most westerly large storage tank located on Parcel B for an indefinite period of time, and (iii) that LAHD shall maintain all points of ingress and egress to the Property during the term of this Permit.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, permission is given subject to the following conditions:

1. Permittee's right to enter the Property is non-exclusive and personal to Permittee, its agents, employees and invitees and, therefore is not assignable.

2. The permission given herein shall not imply or confer any greater right or permission than the Department has or can hereby lawfully give.
3. This Permit is granted to Permittee for the purposes of development of improvements in connection with the Projects.
4. Permission to enter the Property is granted for a Three-year term commencing upon full execution and delivery of this fully executed Permit to Permittee. This Permit may be extended for two additional One-year periods by mutual agreement of the parties.
5. Permittee agrees that its duly designated representatives have examined the Property and that it accepts the use and occupancy thereof with knowledge of the conditions thereof, and agrees that the Department shall not be liable for any loss, injury to persons or property damage caused by or resulting from the condition or state of repair of the Property.
6. Permittee hereby acknowledges and represents that it assumes full responsibility for any injury to persons or damage or destruction to the Property proximately caused by Permittee by reasons of the uses authorized under this Permit. Permittee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Department), and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, employees, agents, successors and assigns (individually and collectively, Indemnitees), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Permittee, or its personnel in connection with the Property or arising from the presence upon or performance of activities by Permittee or its personnel with respect to the subject area, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omission of Permittee or its personnel, or (iii) nonperformance or breach by Permittee of any term or condition of this Permit.

The foregoing indemnity (i) shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees, (ii) shall survive termination of this Permit, and (iii) is in addition to any other rights or remedies which Indemnitees may

have under the law or under this Permit. Claims against the Indemnitees by Permittee or its personnel shall not limit the Permittee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Permittee or its personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

7. All work in connection with the above-mentioned construction shall be done without cost or liability to the Department, its officers, employees, or agents. Construction of Project shall not commence until final electrical, civil, and mechanical engineering plans have been reviewed and approved in writing by the Department.
8. Upon termination of the Permit for whatever reason, Permittee shall be responsible, to the extent caused by or introduced onto the Property as a result of the use of the Property by Permittee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11 001 et. seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et. seq.) the California Hazardous Substances Account Act (H&SC §§25300 et. seq.); the California Hazardous Waste Control Act (H&SC §§25100 et. seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of

or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over.

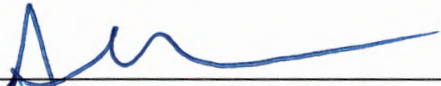
9. The Department may terminate this Permit if Permittee fails to perform any obligation set forth herein or if the Department discovers any dangerous condition, provided that the Department has first given Permittee written notice of such failure to perform or dangerous condition, as applicable, and Permittee fails to cure the breach or dangerous condition within 30-days from receipt of the notice. If Permittee fails to cure the breach or dangerous condition, as applicable, as determined in the Department's sole discretion, Permittee shall immediately vacate the Property.

Dated _____

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

DAVID H. WRIGHT
GENERAL MANAGER

APPROVED:



ANDREW C. KENDALL
Senior Assistant General Manager -
Power System
Construction, Maintenance, and Operations

By _____
BRADLEY J. Hudson
Chief Administrative Officer – Corporate Services
LADWP

APPROVED AS TO FORM AND LEGALITY

_____, 20____
MICHAEL N. FEUER, City Attorney

By: _____
Assistant/Deputy

CITY OF LOS ANGELES by and through its
BOARD OF HARBOR COMMISSIONERS

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
Amber Klesges
Board Secretary

PERMITTEE

APPROVED AS TO FORM AND LEGALITY

Jan. 24, 20*19*
MICHAEL N. FEUER, City Attorney

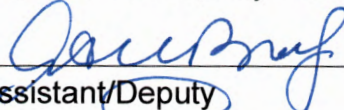
By: 
Assistant/Deputy
Estelle M. Brea

EXHIBIT A

OCTOBER 2018

NOTE:
DATA SHOWN ON THIS PLAN WAS TAKEN FROM
DATA FROM LA AND CITY OF LOS ANGELES CADASTRAL
MAPS. PROPERTY OWNER AND LOT SIZE DATA
NEEDS TO BE VERIFIED.

PROPERTY OWNERSHIP KEY:

- PORT OF LOS ANGELES
- LA DEPARTMENT OF WATER AND POWER
- POLARPOLA JOINT
- PRIVATELY OWNED
- STREET RIGHT-OF-WAY

PROPERTY	SQ. FT. (ACRES)/
A	100,440 (2.30)
B	189,408 (4.34)
C	32,031 (0.73)
K	124,457 (2.85)
L	28,806 (0.66)
N	8,008 (0.23)
P	10,015 (0.23)
S	2,382 (0.05)
T	31,882 (0.73)
U	5,072 (0.12)

FRIES & A
STREET
R.O.W. 103,000 (2.36)

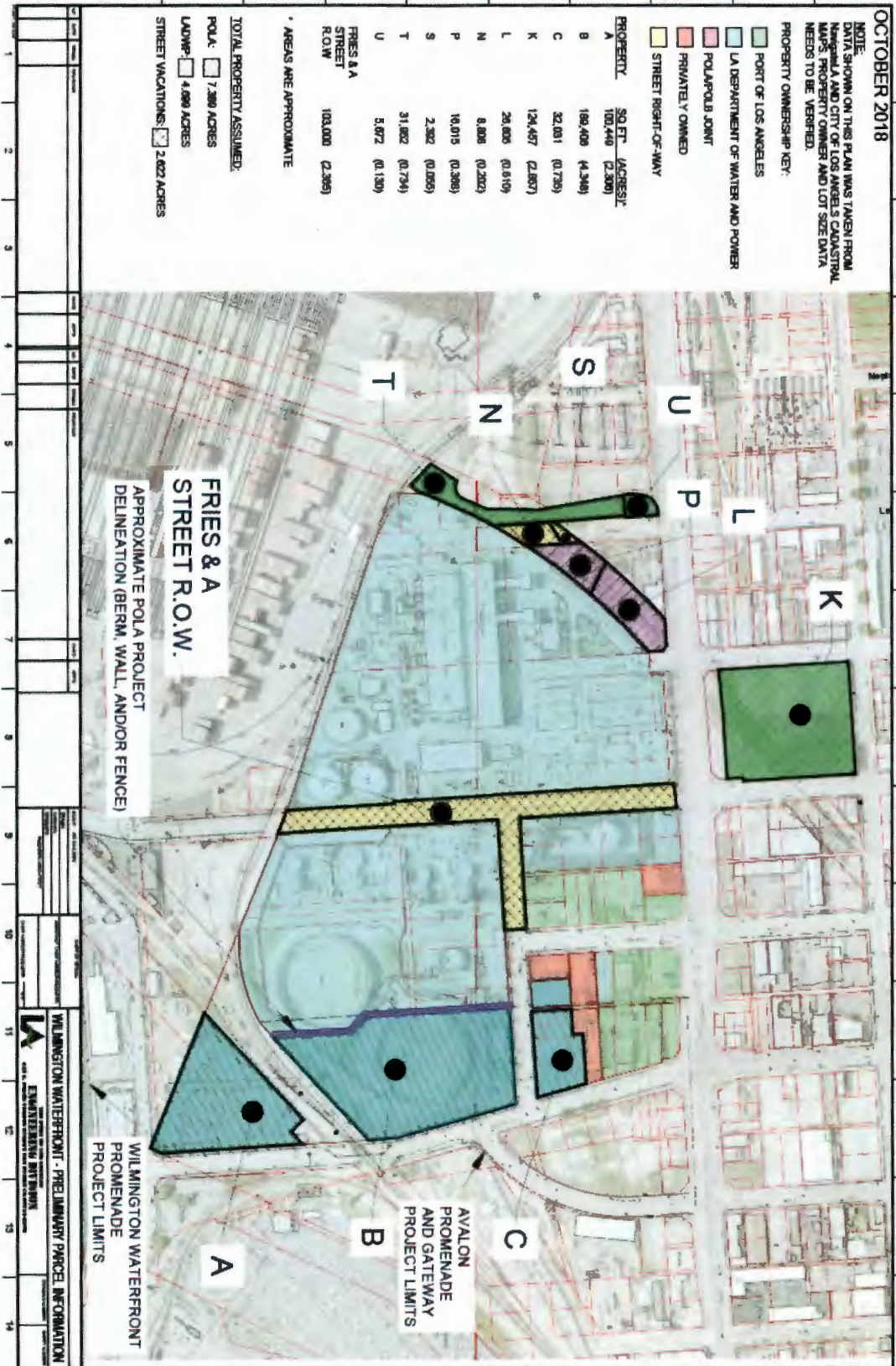
AREAS ARE APPROXIMATE

TOTAL PROPERTY ASSUMED:

POLA: 7,280 ACRES

LA/DPW: 4,699 ACRES

STREET VACATIONS: 2,422 ACRES



**FRIES & A
STREET R.O.W.**
APPROXIMATE POLA PROJECT
DELINEATION (BERM, WALL, AND/OR FENCE)

**AVOLON
PROMENADE
AND GATEWAY
PROJECT LIMITS**

**WILMINGTON WATERFRONT
PROMENADE
PROJECT LIMITS**

WILMINGTON WATERFRONT - PRELIMINARY PARCEL INFORMATION
ENGINEERING BY
LA