

LICENSE AGREEMENT BY AND
BETWEEN THE CITY OF HUNTINGTON
BEACH AND OC405 PARTNERS JV
FOR TEMPORARY USE OF CITY PROPERTY

This License Agreement is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California hereinafter referred to as "CITY," and OC405 PARTNERS JV, a California Joint Venture Partnership, hereafter referred to as "LICENSEE."

WHEREAS, LICENSEE has applied to CITY for permission to use CITY-owned property, described as follows:

APN 142-311-34-Northeast corner of McFadden Ave. and Gothard St., depicted in the map, attached hereto and incorporated herein by reference as Exhibit "A" (the "Property") in the City of Westminster for the purposes of vehicular storage; and CITY desires to allow such use as necessary for the purposes stated above in connection with the OC405 Partners JV project; and

The proposed use of the Property is permitted per the City of Westminster's Temporary Use Permit dated April 7th, 2020, attached hereto and incorporated herein by reference as Exhibit "B".

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. PERMISSION. Permission is hereby given to LICENSEE to enter upon and use the Property for the purpose described above.
2. TERM. The term of this License shall be for a period of thirty two (32) months or until January 1, 2023 upon execution by the CITY.
3. RENT. In consideration of this License, the LICENSEE shall pay five hundred dollars (\$500.00) per month in rent. Rent shall be paid in advance of the 1st day of each month, and becomes delinquent on the 10th day of each month. Rent shall be paid to the City of Huntington Beach and can be mailed to: P.O. Box 711, Huntington Beach, CA 92648-0711.

In addition to Rent, LICENSEE shall pay to the entities entitled thereto all taxes, assessments, insurance premiums, maintenance charges and any other charges, costs and expenses against the Property which may be contemplated under any provision of this License.

4. INDEMNIFICATION, DEFENSE, HOLD HARMLESS.

LICENSEE hereby agrees to protect, defend, indemnify, and hold and save harmless CITY, its officers, elected or appointed officials, employees, agents, and volunteers against any and all liability, claims, damages, losses, expenses, defense costs, judgments, costs, demands, and consequential damage or liability of any kind, however caused, including those resulting from death or injury. This includes death or injury arising directly or indirectly out of the obligations or operations herein undertaken by LICENSEE, caused in whole or in part by any negligent act, omission, or intentional act of the LICENSEE, any subcontractors/sub LICENSEES, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, including but not limited to concurrent active or passive negligence or willful misconduct. LICENSEE will conduct all defenses at its sole cost and expense and CITY shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE.

5. WORKERS' COMPENSATION INSURANCE.

Pursuant to the *California Labor Code* Section 1861, LICENSEE acknowledges awareness of Section 3700 et seq. of said code, which requires every employer to be insured against liability for workers' compensation. LICENSEE covenants that it will comply with all such laws and provisions prior to the encroachment onto the Property pursuant to this License. As required by the State of California, LICENSEE shall maintain such Workers' Compensation Insurance per Statutory Limits, and Employer's Liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, at all times incident hereto, in forms and underwritten by insurance companies satisfactory to the CITY.

6. GENERAL LIABILITY INSURANCE.

In addition to the workers' compensation and employer's liability insurance and LICENSEE's covenant to defend, hold harmless and indemnify CITY, LICENSEE shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Premises. This policy shall indemnify LICENSEE, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the License Agreement, and shall provide coverage, on ISO form CG 00 01 or equivalent, in not less than the following amount: combined single limit bodily injury and

property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than Two Million Dollars (\$2,000,000) for this Agreement. This policy shall name the CITY, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage available to the CITY, which may be applicable to the Agreement, shall be deemed excess coverage and that LICENSEE's insurance shall be primary. Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage without CITY approval. LICENSEE shall be for causing all Subcontractors/Sub LICENSEES and/or any other entity using the premises to maintain the same types and limits of insurance coverage as that required of LICENSEE by this Agreement. The insurance provided shall be primary insurance. Excess and/or umbrella coverage will not be accepted in lieu of or as a substitution for General Liability coverage.

7. CERTIFICATES OF INSURANCE, ADDITIONAL INSURED.

Prior to the encroachment onto the Property pursuant to this License, LICENSEE shall furnish to CITY certificates of insurance subject to approval of the CITY Attorney evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall provide the name and policy number of each carrier and policy, and shall state that the policy is currently in force and shall promise to provide that such policies will not be canceled without thirty (30) days prior written notice to CITY. LICENSEE shall maintain the foregoing insurance coverages in force until this Agreement is terminated.

The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by LICENSEE under this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of all said policies of insurance. LICENSEE shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

A separate copy of the additional insured endorsement to each of LICENSEE'S insurance policies, covering both ongoing and completed operations, naming the CITY, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds shall be provided to the CITY for approval prior to the encroachment onto the

Property pursuant to this License.

If LICENSEE has insurance coverages that exceed or are in addition to the above mentioned coverage, the CITY is entitled to any and all insurance coverages available to LICENSEE.

8. RELEASE. LICENSEE hereby releases and forever discharges CITY of and from any and all claims, demands, actions or causes of action whatsoever which LICENSEE may have, or may hereafter have, against the CITY specifically arising out of the matter of the entry of LICENSEE onto the Property. This is a complete and final release and shall be binding upon LICENSEE and the heirs, executors, administrators, successors and assigns of LICENSEE'S use of the Property. LICENSEE hereby expressly waives any rights under or benefit of any law of any jurisdiction whatsoever providing to the contrary. Neither the acceptance of this release nor any payment made hereunder shall constitute any admission of any liability of CITY.

9. WASTE. LICENSEE shall not alter, damage or commit any kind of waste upon the Property or any improvement, equipment or personal property thereon and shall not interfere in any manner with the operations or activities of CITY. LICENSEE shall make no change in the use of the Property nor shall the design of the Property be changed other than as authorized herein without prior written consent of CITY. LICENSEE shall not cause any workmen's or materialmen's liens to be placed upon the Property and agrees to indemnify and hold CITY harmless against any such liens including but not limited to the payment of attorneys' fees.

10. MAINTENANCE. LICENSEE agrees to care for and maintain the Property in good and satisfactory condition as acceptable to the CITY. Maintenance shall include daily cleaning of the Property area including but not limited to removal of all rubbish, food stuffs, paper, bottles, cans, gum, cigarettes, animal litter, dirt and sand.

LICENSEE shall keep the Property area reasonably clean and free of debris during its use thereof, and shall restore the Property, as much as reasonably practicable, to its former condition. In the event LICENSEE does not maintain the Property in a satisfactory manner, LICENSEE authorizes CITY to perform such maintenance on LICENSEE'S behalf. All costs incurred performing said maintenance shall be assessed to and billed directly to the LICENSEE. LICENSEE agrees to pay such costs within thirty (30) days of billing. In the event any damage is caused to the Property, as a result of the use authorized hereunder, LICENSEE

agrees to repair same at its own expense.

11. IMPROVEMENTS. LICENSEE is required to complete the following improvements within five (5) days of the commencement of this Agreement:

- a. Install crushed aggregate gravel base over the entire Property prior to the storage of vehicles;
- b. Provide chain link fence covering/screening and regular graffiti abatement over the entire length of the existing chain link fence; and
- c. Provide, as necessary, improvements to maintain and secure the Property and vehicle storage

Any other proposed improvements must be presented in writing and approved by the CITY in writing prior to installation.

12. ACCESS

a) Each party shall provide access to the Property to the other party, and its employees, agents, contractors and subcontractors, twenty-four (24) hours a day, seven (7) days a week or as designated in permit approvals. CITY represents and warrants that it has full rights of ingress and egress to and from the Property, and hereby grants such rights to Licensee to the extent required for authorized operations. LICENSEE'S exercise of such rights shall not cause undue inconvenience to CITY. All LICENSEE'S operations shall comply with all ordinances, regulations, and laws.

b) LICENSEE shall, at its sole cost and expense, maintain and repair the Property and LICENSEE'S Facilities including, but not limited to, the removal of all trash, debris and graffiti. If LICENSEE causes any damage to the Property or to access roadways or other nearby facilities, it shall properly repair same as specified by CITY.

c) Upon the expiration or termination of this Agreement, LICENSEE shall surrender the Property to CITY in good and clean condition, less ordinary wear and tear, and as approved in writing by CITY.

13. CONTROL OF EQUIPMENT. LICENSEE shall keep any equipment used or brought onto the Property under its absolute and complete control at all times and said equipment shall be used on the Property at the sole risk of LICENSEE.

14. INDEPENDENT CONTRACTOR. LICENSEE agrees that all work done or undertaken by it on the Property shall be for its sole account and not as an agent, servant

or contractor for CITY.

15. HAZARDOUS SUBSTANCE. LICENSEE represents and warrants that its use of the Property herein will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance. LICENSEE further agrees to clean-up and remediate any hazardous substance on the Property, and hold CITY harmless from and indemnify CITY against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of CITY, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

16. TERMINATION AND DEFAULT.

a.) In the event of any damage, destruction or condemnation of the Premises, which renders the Premises unusable or inoperable in CITY's and LICENSEE'S judgment, LICENSEE shall have the right, but not the obligation, to terminate the License with respect to the Premises by giving written notice to CITY within thirty (30) days after such damage, destruction or condemnation, if by virtue of such damage, destruction or condemnation, CITY and LICENSEE determine that the Premises are no longer adequate for LICENSEE to continue its operations, or that any repairs to the Premises necessary for LICENSEE to continue its operations have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage, destruction or condemnation.

b.) In the event of condemnation, unless LICENSEE is allowed by the condemning authority to continue its operations on the Premises, the License shall terminate as of the date title to the Property and/or Premises vests in the condemning authority or LICENSEE is required to cease its operations, whichever is earlier. If any property described herein or hereinafter added hereto is taken in eminent domain, LICENSEE's entitlement to any award or

payments, if any, shall be limited to relocation benefits afforded to LICENSEE pursuant to State or Federal eminent domain / condemnation laws shall be entitled to any and all awards, payments and relocation benefits afforded to them through local, State or Federal eminent domain / condemnation laws shall not state the entire award shall be paid to CITY.

c.) This License may be terminated on thirty (30) days prior written notice by CITY upon a default by LICENSEE of any covenant or term, material or otherwise, hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of the default, provided that the grace period for any monetary default is fifteen (15) days from receipt of notice, or

d.) CITY may terminate this License in its sole and absolute discretion at any time upon sixty (60) days prior written notice to the LICENSEE. RELOCATION ASSISTANCE. In the event this License is terminated, LICENSEE shall not be entitled to any relocation rights or benefits and expressly waives such benefits and rights under City, State or Federal relocation assistance plans.

17. NO ASSIGNMENT. LICENSEE agrees that the permission herein extended shall be personal to it and that it shall not assign or permit any third party to avail itself of any of the privileges granted hereunder, without the express written permission of CITY.

18. NO TITLE INTEREST. No title interest of any kind is hereby given and LICENSEE shall never assert any claim or title to the Property.

19. NOTICES. All notices given hereunder shall be effective when personally delivered or if mailed, within 48 hours of the deposit of such notice in the U.S. Mail, postage prepaid, and certified with return receipt requested and addressed to LICENSEE or to CITY at the respective addresses shown below:

CITY:

City of Huntington Beach
Attention: Real Estate Office
2000 Main Street
Huntington Beach, CA 92648

LICENSEE:

OC405 Partners
Attention: Azzam Saad
3100 W Lake Center Dr.
Santa Ana, CA, 92704

20. NO DISCRIMINATION. LICENSEE agrees that in performance of this Agreement and in the use of the Property area authorized hereunder, it will not engage in, nor permit its officers, agents or employees to engage in, any discrimination or discriminatory practices against any person based on race, religion, creed, color, natural origin, ancestry, physical handicap, medical condition, marital status or gender.

21. ATTORNEY'S FEES. In the event suit is brought by either party to enforce the terms and provisions of this agreement or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees.

22. ENTIRETY. This Agreement contains the entire agreement between the parties. This Agreement shall be modified only by a subsequent written amendment, as may be mutually agreed upon by the parties.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2020.

LICENSEE:

OC405 Partners JV, a California Joint Venture Partnership

CITY:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: [Signature] Contracts Mgr.
Azzam Saad
Print Name

Mayor

ITS: : *(circle one)* Chairman/President/Vice President
By: [Signature] DEPUTY PROJECT DIRECTOR
REYN KALILY
Print Name

City Manager

ITS: *(circle one)* Secretary/Chief Financial Officer/Asst. Secretary - Treasure

APPROVED AS TO FORM:
[Signature]
City Attorney NW

RECEIVE AND FILE:

City Clerk

Date _____

Exhibits:

- A. Assessor's Parcel Map
- B. City of Westminster TUP

Exhibit A



Property Line

Temporary Fencing
6' Tall With Privacy
Screen along Perimeter

150' Distance
Nearest property to
Perimeter Fence

Existing
Construction Yard

Proposed Parking Layout

TJ/P Proposed Area

WHAT: Temporary Parking area for personal vehicles of crews working with the I-405 Improvement Project
WHERE: Empty Lot at McFadden Ave between Gothard and Huntington Village Ln. - 33.7383341301-117.998406969 - West of Extra Space Storage.
WHEN: Daytime - 7:00am to 5:00pm
HOW: Expected 30 vehicles. See image above for a rendered example of proposed parking layout
WHO: Point of Contact: Daniel Guzman (714) 873-5144 - Area Project Manager for OC405 Partners JV

Google Earth

Exhibit "B"



PROJECT CASE NO.

HDL PERMIT NO.

TEMPORARY USE/EVENT LOCATION

BUSINESS LICENSE NUMBER 068871	BUSINESS NAME OC405 PARTNERS JV	LICENSE EXPIRATION DATE 01/31/2021
ASSESSOR'S PARCEL NUMBER 142-311-34	STREET ADDRESS EMPTY LOT @ MCFADDEN AVE & GOTHARD. 33°44'17.8"N 117°59'54.4"W	

TEMPORARY USE/EVENT DESCRIPTION

DATE(S) OF USE/EVENT April 06, 2020 to January 01, 2023	HOURS OF OPERATION 7:00AM TO 5:00PM
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DESCRIBE IN DETAIL THE PURPOSE AND ACTIVITIES OF THE PROPOSED TEMPORARY USE OR TEMPORARY EVENT (ATTACH ADDITIONAL DESCRIPTION, IF NECESSARY)

OC405 Partners JV, general contractor for OCTA's I-405 Improvement Project, plans to utilize the available space in the vacant and undeveloped APN 142-311-34 as temporary parking employee's and laborer's personal vehicles. No construction will take place on-site.

APPLICANT INFORMATION

CONTACT PERSON(S) DURING EVENT

APPLICANT NAME OC405 PARTNERS JV			PERSON(S) LISTED MUST BE PRESENT AT ALL TIMES DURING THE EVENT AND MUST HAVE THE AUTHORITY TO MAKE DECISIONS CONCERNING THE EVENT OR USE.	
APPLICANT ADDRESS 3100 W LAKE CENTER DR			CONTACT NAME DANIEL GUZMAN - AREA PROJECT MANAGER	
CITY SANTA ANA	STATE CA	ZIP CODE 92704	PHONE (714)873-5144	E-MAIL D.GUZMAN@OC405.COM
PHONE (858)251-2200	FAX		CONTACT NAME	
MOBILE (714)743-4953	E-MAIL (REQUIRED) S.NAKHOUL@OC405.COM		PHONE	E-MAIL

PROPERTY OWNER AUTHORIZATION

I declare that I am the legal owner of record of the land specified in this application. As the owner, I hereby affirm under penalty of perjury that the foregoing statements, facts and attachments are true and correct. Further, I declare that I fully understand and authorize all actions proposed within this application, and authorize the foregoing applicant or agent to act on my behalf on all matters relating to this application, including negotiations, discussions and communications with staff from the City of Westminster. This authorization shall remain valid until invalidated in writing.

In accordance with Government Code Section 65105, I further acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

IF THE PROPERTY OWNER IS NOT THE APPLICANT, CHECK HERE IF THE OWNER WOULD LIKE TO RECEIVE COPIES OF ALL CORRESPONDENCE BETWEEN THE CITY AND APPLICANT.

CITY OF HUNTINGTON BEACH *[Signature]* **4-7-2020**
 Property Owner Name (Print) **ANDREW FERRIGNO** Property Owner Signature **PRINCIPAL C.E.** Date of Signature

APPLICANT'S DECLARATION

I hereby certify under penalty of perjury that all statements herein are true and correct to the best of my knowledge and I am fully authorized by the property owner to apply for this permit. I understand that any false statements or omissions may result in denial of this permit. I further acknowledge that I agree to fully comply with all regulations set forth by the City of Westminster as they relate to the issuance of the Temporary Use/Temporary Event Permit.

SIMON NAKHOUL **Simon N.** **03/31/2020**
 Applicant Name (Print) Applicant Signature Date of Signature

STAFF USE ONLY

FEE:	<input type="checkbox"/> OUTDOOR SALES, \$165.00	<input type="checkbox"/> TUP REQUIRING DEPT COORDINATION, \$965.00	<input type="checkbox"/> TUP REQUIRING APPLICANT MEETING, \$1,215.00	ACCOUNT NO. 61050-35000
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TEMPORARY USE/EVENT DESCRIPTION CONTINUED

	YES	NO
<p>1. WILL A TENT OR OTHER TEMPORARY STRUCTURE BE ERECTED ON SITE? IF YES, IDENTIFY THE TYPE, QUANTITY AND SIZE OF EACH TEMPORARY STRUCTURE BELOW.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>2. WILL ELECTRICITY BE NEEDED ON SITE? IF YES, IDENTIFY THE ELECTRICAL NEEDS FOR THE EVENT OR USE (E.G., TEMPORARY LIGHTING, GENERATOR, ETC.) BELOW.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>3. WILL A FENCE BE ERECTED ON SITE? IF YES, IDENTIFY FENCE HEIGHT AND TYPE BELOW. SITE IS ALREADY FENCED, PRIVACY SCREEN TO BE INSTALLED ON THE PERIMETER AT A HEIGHT OF 6'</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. WILL FOOD AND/OR DRINK BE SOLD AND SERVED AS PART OF THE EVENT? IF YES, IDENTIFY THE COOKING FACILITIES REQUIRED ON SITE, AND NAME OF ANY VENDOR(S) BELOW.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>5. WILL ALCOHOLIC BEVERAGES BE SOLD AND/OR SERVED AS PART OF THE EVENT?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>6. WILL THERE BE ANY LIVE ENTERTAINMENT AND/OR AMPLIFIED SOUND IN CONJUNCTION WITH THE EVENT? IF YES, DESCRIBE THE LIVE ENTERTAINMENT OFFERED, THE TYPE OF AMPLIFIED SOUND PROVIDED, AND A LIST OF PERFORMERS BELOW.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>7. WILL PORTABLE BATHROOMS BE USED DURING THE EVENT?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>8. WILL TEMPORARY SIGNAGE BE DISPLAYED TO IDENTIFY AND/OR ADVERTISE THE EVENT? IF YES, IDENTIFY THE TYPE, SIZE, AND NUMBER OF TEMPORARY SIGNS. ALSO, IDENTIFY SIGN LOCATIONS ON A SITE PLAN. MOT AND SAFETY SIGNS WILL BE INSTALLED PER OSHA AND CITY STANDARDS</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>9. HOW MANY PEOPLE ARE ANTICIPATED TO ATTEND THE EVENT? <u>30</u></p>		



TEMPORARY USE PERMITS & TEMPORARY EVENT PERMITS GENERAL INFORMATION

WHEN DO I SUBMIT FOR A TEMPORARY USE/TEMPORARY EVENT PERMIT?

A complete application, as described below, must be filed at least **14 days** prior to the start of the event

WHAT TYPES OF TEMPORARY USES OR EVENTS ARE ALLOWED?

The following types of uses may be allowed subject to the approval of a Temporary Use or Temporary Event Permit (Westminster Municipal Code Section 17.540.015):

- Construction yards
- Grand openings
- Open house (customer appreciation events)
- Temporary residence (during construction of a single-family dwelling)
- Storage
- Temporary real estate sales offices
- Temporary structures (i.e., classrooms, offices, or similar structures, including manufactured or mobile units)
- Temporary work trailers
- Outdoor events (display or exhibit events, garden and patio merchandise)
- Other similar events as determined by the Director of Community Development Services

Note: Temporary seasonal sales, parking lot sales, and sidewalk sales also require a permit that is issued by a separate application; the application is available in the Planning Division.

Some events may require approval of a Special Event Permit, rather than a Temporary Event Permit. Special events may include, but are not limited to, parades, festivals, public meetings or demonstrations, artistic performances or exhibits, sporting activities or competitions, public speeches, circuses or other types of animal shows, street fairs, trade fairs, and other similar activities. Applications for a special event must be filed a minimum of 60 days prior to the event. For assistance in determining if your event qualifies as a special event please contact the Planning Division at 714-548-3247 or the Community Services Department at 714-895-2860.

WHAT DO I NEED TO SUBMIT FOR A TEMPORARY USE/TEMPORARY EVENT PERMIT?

A complete application must include the following. *Note:* Some projects may require additional information. Upon review of the application, staff in the Planning Division will inform you of any additional information that is required (if any).

- Complete application form, and processing fees (outdoor sales, \$165 per application; TUP requiring department coordination, \$965.00 per application; TUP requiring applicant meeting, \$1,215.00)
- 8 sets of plans (11 inches by 17 inches), which include the following:
 - Site plan, which identifies:
 - Location of property lines and dimensions
 - Names of adjacent streets
 - North arrow
 - Location, size, and use of existing buildings
 - Location of event and any proposed temporary structures and equipment
 - Parking spaces
 - A count of the total number of existing parking spaces
 - A count of the total number of parking spaces that will be obstructed due to the event (if any)
 - Floor plan(s) and/or building elevations of any proposed structures

WHAT IS THE PROCESS?

The Community Development Director or the Director's designee is responsible for the review, approval, or denial of temporary use or temporary event applications. The approval or denial of an application may be appealed in compliance with Westminster Municipal Code Title 17, Chapter 17.640.

WHO DO I CONTACT?

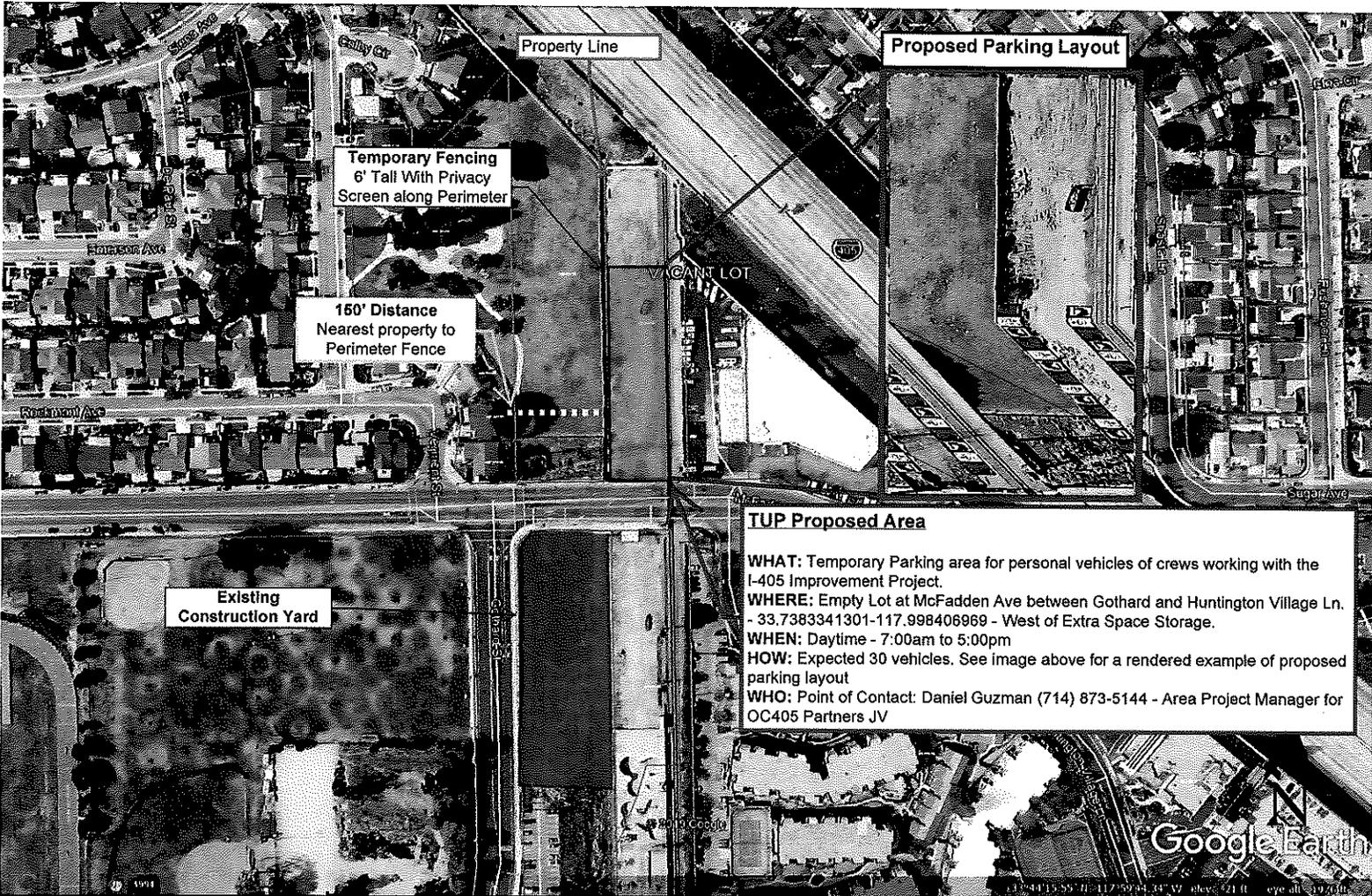
The following is a list of departments and/or agencies whose approval may be required for a temporary use or temporary event.

Description	Department/Agency	Contact Information
For building permits (tents, generators, etc.) contact:	Westminster Building Division	714-548-3245
For temporary food facility permits contact:	Orange County Health Care Agency, Environmental Health Division	714-433-6000
For fire safety requirements (tents, generators, emergency access, etc.) contact:	Orange County Fire Authority	714-433-6140
For amplified sound permits contact:	Westminster Police Department	714-548-3760
For temporary alcohol sales or consumption licenses/permits contact:	Westminster Police Department	714-548-3760
	California Department of Alcoholic Beverage Control	714-588-4101

WHAT ARE SOME COMMON RESTRICTIONS PLACED UPON TEMPORARY USES AND TEMPORARY EVENTS?

In approving a Temporary Use or Temporary Event Permit, reasonable and necessary specific design, location, and operational conditions may be required (see Westminster Municipal Code Section 17.540.030 and 17.540.040). The following are examples of common conditions of approval:

1. The site shall be left clean and free of debris at the end of each day of the event.
2. Compliance with all applicable Federal, State, County and local regulations and ordinances shall be maintained during the temporary use/event.
3. No off-site signs shall be displayed.
4. The contact person(s) listed on this letter must be present at all times during the temporary event/use.
5. Required building and or electrical permits must be obtained from the Building Division and inspections completed and approved before the event may begin.
6. Adequate temporary parking must be provided in order to accommodate the vehicle traffic generated by the temporary use or event, either on-site or at alternate locations acceptable to the review authority.
7. A City Business license, a state sales tax license and all other required licenses and /or permits shall be obtained from the appropriate agencies for each individual temporary enterprise before the event.
8. Emergency access and required ADA paths of travel must remain unobstructed at all times.



Temporary Fencing
6' Tall With Privacy
Screen along Perimeter

150' Distance
Nearest property to
Perimeter Fence

Property Line

Proposed Parking Layout

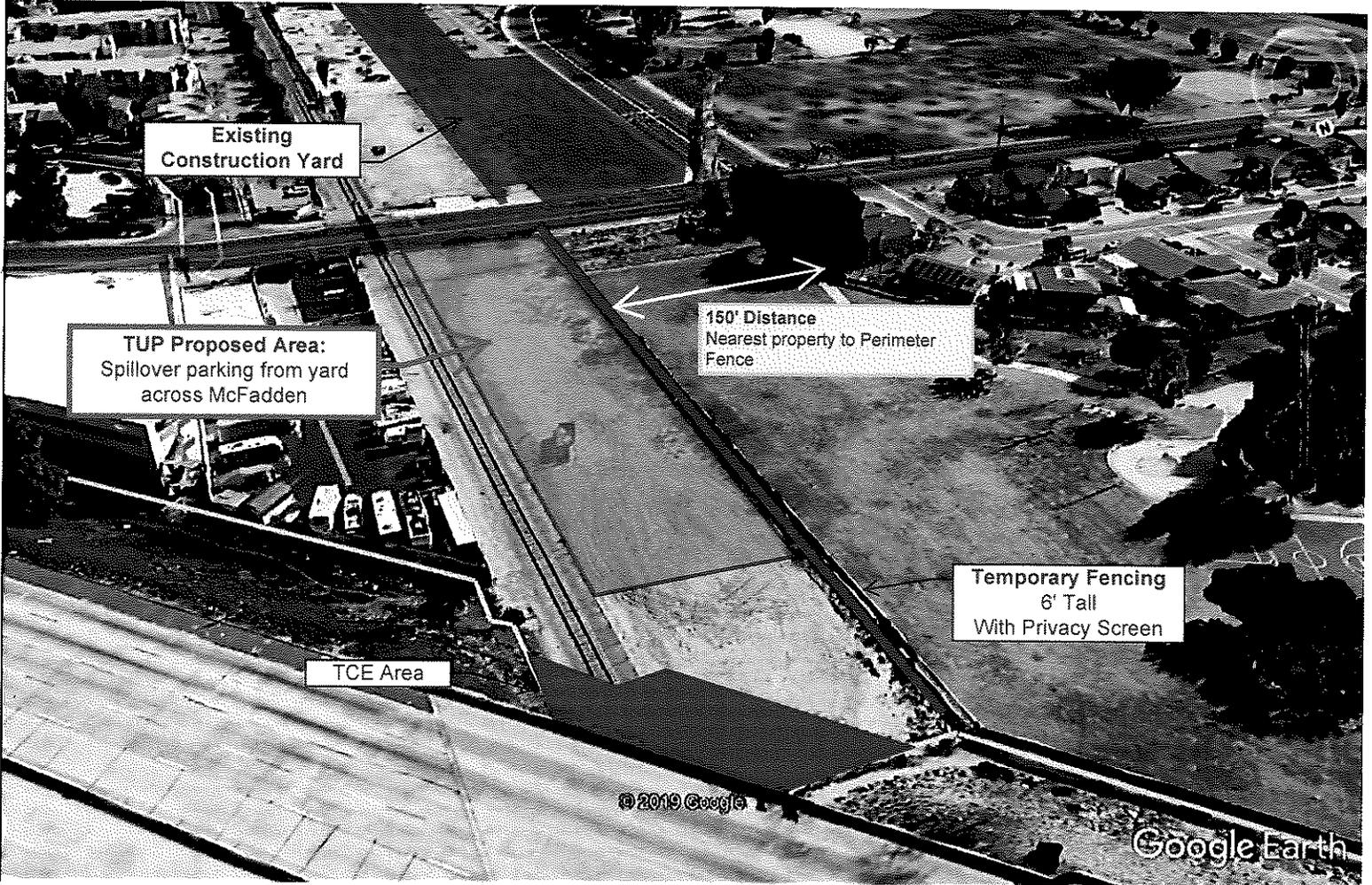
Existing
Construction Yard

TUP Proposed Area

WHAT: Temporary Parking area for personal vehicles of crews working with the I-405 Improvement Project.
WHERE: Empty Lot at McFadden Ave between Gothard and Huntington Village Ln. - 33.7383341301-117.998406969 - West of Extra Space Storage.
WHEN: Daytime - 7:00am to 5:00pm
HOW: Expected 30 vehicles. See image above for a rendered example of proposed parking layout
WHO: Point of Contact: Daniel Guzman (714) 873-5144 - Area Project Manager for OC405 Partners JV

Google Earth

33.7383341301 -117.998406969 elev: 421 ft eye alt: 19.2 ft



Existing
Construction Yard

TUP Proposed Area:
Spillover parking from yard
across McFadden

TCE Area

150' Distance
Nearest property to Perimeter
Fence

Temporary Fencing
6' Tall
With Privacy Screen

© 2019 Google

Google Earth



ORANGE COUNTY FIRE AUTHORITY

COM

Plan Submittal Criteria COMMERCIAL projects, MULTIFAMILY RESIDENTIAL projects and RESIDENTIAL TRACT developments

INSTRUCTIONS:

- Fill in the project/business address and provide a brief description of the scope of work and type of business operation that will take place.
- Answer questions 1 through 10, read and initial items 11 and 12, then complete and sign the certification section.
- If you answer: - "YES" to any part of questions 1 through 10, submit the type of plan indicated in italics to OCFA.
- In some cases, other plan types not indicated herein may also be necessary depending on specific conditions or operations.
- Visit www.ocfa.org for submittal information and locations. If you need assistance in filling out this form or have questions regarding requirements for review, please contact OCFA at 714-673-6108 or visit us at 1 Fire Authority Road, Irvine, CA 92602.

Address	3100 W LAKE CENTER DR	Suite	City	SANTA ANA
Project Scope/Business Description I-405 Improvement Project - to widen the Inter-State 405 (I-405) between State Route 73 (SR-73) and Inter-state 605				

- YES NO
- Construction of a new building, a new story, or increase the footprint of an existing building? Changes to roadways, curbs, or drive aisles? Addition, relocation, or modification of fire hydrants or fences/gates? Construction within 300 feet of an active or proposed oil well? *Fire Master Plan (PR145)*
 - Property is adjacent to a wildland area or non-irrigated native vegetation? *Fire Master Plan (PR145); a Fuel Modification Plan may also be required. (PR130, PR124)*
 - Located in or < 100' from a Division of Oil, Gas, and Geothermal Resources (DOGGR) field boundary, < 300' from an oil/gas seep, or < 1000' from a landfill? *Methane Work Plan. (PR170)*
 - Installation/modification/repair of underground piping, backflow preventers, or fire department connections serving private fire hydrant/sprinkler/standpipe systems? *Underground Plan. (PR470, PR475)*
 - Drinking/dining/recreation/meetings/training/religious functions or other gatherings in a room > 750 sq.ft. (> 1,000 sq.ft. for training/adult education) or > 49 people? Healthcare/outpatient services for > 5 people who may be unable to immediately evacuate without assistance? Education for children (*academic tutoring for ages 8+ is exempt unless classified as an E occupancy by the Building Official*)? Adult/child daycare? 24-hour care/supervision? Incarceration or restraint? Hotel/apartment or residential facility with 3+ units and 3+ stories (*3-story townhouses/rowhouses where an independent direct exit to grade is provided for dwelling are exempt*)? Congregate housing/dormitories with 17+ people? High-rise structure (55+ feet to highest occupied floor level)? *Architectural Plan (PR200-PR285)*
 - Installation/modification of locks delaying or preventing occupants from leaving a space or requiring use of a card, button, or similar action to open a door in the direction of exit travel? *Architectural, Sprinkler, and/or Alarm Plan depending on the occupancy and type of device installed (PR200-PR280, PR420-PR425, PR500-PR520)*
 - Installation/modification/use of spray booths; dust collection; dry cleaning; industrial ovens/drying equipment; industrial/commercial refrigeration systems; compressed gasses; tanks for cryogenic or flammable/combustible liquids; vapor recovery; smoke control; battery back-up/charging systems (> 50 gal. electrolyte, > 1,000 lb. lithium ion); welding/brazing/soldering, open flame torches, cutting/grinding; or other similar operations? *Special Equipment Plan (PR315, PR340-PR382)*
 - Storage/use/research with flammable/combustible liquids or other chemicals? Motor vehicle/aircraft maintenance/repair? Cabinetry/woodworking/finishing facility? *Chem Class & floor plan (full architectural plan if H occupancy); Special Equipment Plans may be necessary. (PR315-PR360, PR232-PR240)*
 - Storage or merchandizing areas in excess of 500 sq. ft. where items are located higher than 12' (6' for high-hazard commodities, plastic, rubber, foam, etc.)? *High-piled Storage Plan (PR330)*
 - Cooking under a Type I commercial hood; installation or modification of a fire extinguishing system located in a commercial cooking hood? *Hood & Duct Extinguishing System, not just the hood mechanical plan. (PR335)*

Initial each of the following two items indicating that you have read and understand the statement:

- A.B.** *Sprinklers/Alarms: Consult Building/Fire Codes and ordinances to determine sprinkler/alarm requirements; if a system is required, plans shall be submitted for OCFA review. Existing buildings undergoing remodel must be evaluated by a licensed contractor to determine if modification is needed; if so, contractor shall submit plans prior to making modifications.*
Initials
- A.B.** *Fire Hazard Severity Zone: Consult maps available at building department or on OCFA website to determine if your site is located in a FHSZ. Buildings in a FHSZ may be subject to special construction requirements detailed in CBC Chapter 7A or CRC R327—the building department will determine specific requirements.*
Initials

I certify under penalty of perjury under the laws of the State of California that the above is true:

Print Name	SIMON NAKHOUL	Signature	
Phone Number	(714) 743-4593	Date	03 / 31 / 2020

Building Department: If you have verified that all of the questions have been answered accurately as "NO", and the project does not otherwise require OCFA review of sprinkler or alarm plans, then you may accept this signed form as a written release that OCFA review is not required. Should you still require that the applicant have plans approved by OCFA, please initial here _____ or attach an OCFA referral form and have the applicant submit the form along with the appropriate plans and fees for OCFA review.



I-405 Improvement Design-Build Project

3100 West Lake Center Drive Second Floor, Santa Ana, CA 92704

Phone | (858) 251-2200 Fax | (612)-241-0889

OC 40 5 Partners JV is an Affirmative Action/Equal Opportunity Employer

www.oc405partners.com

CL#:1021106

Alice Tieu
Assistant Planner, Planning Division
City of Westminster
4800 W. 92nd Ave.,
Westminster, CO 80031

March 31st, 2020

Contract No: C-5-3843 | I-405 Improvement Design-Build Project

RE: OC405 TUP Application

To whom it may concern,

OC405 Partners, a joint venture ("OC405") is requesting from City of Westminster ("the City"), access to the parcel, under APN 142-311-34 ("the Site"), referenced in our TUP submitted on January.

As part of our application process, the following letter, along with the attached OCFA checklist, we are providing the following supporting information:

1) What type of materials will you be storing at the construction yard? How large are those pieces? How high will the materials stack up or be?

OC405 Partners will not store materials on this yard.

2) The yard across the street contains many different kinds of construction materials that is currently visible from the street. They have large cylinder metal pieces stacked up real high. Will this site contain similar material or is it strictly used for another type of material?

Personal vehicles from the yard across the street will be parked on this empty lot. This will in turn allow for reduced height of material storage on the yard across the street (reduced visual impact), increased worker safety, and reduced on-street parking.

On the Site in question, OC405 Partners plans to install 6' tall fencing 'privacy screen' along the Site perimeter in order to mitigate the visual impact of the Site to the general public in the vicinity.

3) Will vehicles be parked on-site? What kind of vehicles will enter the site?

Only personal vehicles related to the yard across the street will parked on this site (Sedans/Pickup Trucks). No construction equipment will be parked or stored at this site.

4) How often will the site be accessed? What kind of activities will occur on the premise?

These vehicles will enter the yard upon the individual's arrival in the morning and exit upon their departure in the afternoon. No access will be allowed outside of daytime business hours.

5) What type of noise might be generated?

No additional noise outside that of current regular daytime traffic is expected at this site.



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All noise levels will comply with Section 14-8.02, Noise Control, of Caltrans standard specifications and in compliance with CALTRANS Traffic Noise Protocol for park and residential areas.

No further noise impacts are anticipated; abatement measures that would minimize or eliminate adverse noise impacts on the community will be implemented upon evaluation.

6) What kind of NPDES issues may the site generate and how will it be addressed?

OC405 Partners does not anticipate stormwater discharge pollution (NPDES) issues generated from this TUP's activities. However, OC405 Partners implements Best Management Practices (BMP) for pollution prevention, including, but not limited to:

- Erosion and Sediment Control:
 - Street Sweeping
 - Drain Inlet Protection
 - Temporary Fiber Rolls
- Tracking Control
 - Street Sweeping
 - Temporary Construction Entrance (gravel base, filter fabric, and track-out plate)
- Perimeter Control
 - Silt fence, fiber roll, or gravel bag berm, depending upon field conditions.
- Dust Control
 - Twice per day ground watering (spraying/misting) at a minimum.
- Site Inspection, maintenance, and recordkeeping

7) Please describe the uses relationship with the facility across the street.

See answer to question #2.

8) Site indicates that there will be 30 people. Can you clarify?

The number of people on the TUP application is an estimate based on current and projected number of personal vehicles parked at the yard across the street.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED OC 405 Partners, a Joint Venture 3100 Lake Center Drive Suite 200, Santa Ana, CA 92704 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ironshore Specialty Insurance Company		25445
	INSURER B: Westchester Fire Insurance Company		10030
	INSURER C: Liberty Mutual Fire Ins Co		23035
	INSURER D: Indian Harbor Insurance Company		36940
	INSURER E: Liberty Insurance Corporation		42404
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570082987306** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2661067035057	07/10/2017	10/10/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
							SIR/Deductible	\$500,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-661-067035-040	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Deductible	\$250,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
E E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA766D067035060 WA766D067035070 WA766D067035080	07/10/2020 07/10/2020 07/10/2020	07/10/2023 07/10/2023 07/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

Certificate No : 570082987306

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 I-405 Improvement Project, OCTA Contract No. C-5-3843 Design-Build
 City of Huntington Beach, its officers, elected or appointed officials, employees, agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.
 General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY

CERTIFICATE HOLDER City of Huntington Beach 2000 Main Street Huntington Beach CA 92648 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE OR BE CANCELLED PRIOR TO THEIR EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Policy Number TB2-661-067035-057
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Change Endorsement

Named Insured
OC 405 Partners

Endorsement number
005

The following changes are effective as of the effective dates shown below and will terminate with the policy. All other provisions of the policy remain unchanged.

Change Description

Effective Date: 02/06/2018

The following form(s) are added per attached:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization, Form CG 20 10 04 13

Additional Insured – Owners, Lessees Or Contractors – Completed Operations, Form CG 20 37 04 13

Issued: DAZ 02/14/2018

IC 99 99 07 09

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers."	"All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers."	"All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.