

RECORDING REQUESTED BY:
City of Pasadena

WHEN RECORDED MAIL TO
City Clerk
Room S228, City Hall, 100 North Garfield Avenue
Pasadena, California 91109-7215



Exempt from recording fees pursuant
To Government Code Section 27383

LICENSE AGREEMENT NO. 22,112

THIS LICENSE AGREEMENT FOR PRIVATE IMPROVEMENTS is entered into by the CITY OF PASADENA, a municipal corporation ("Licensor"), Pasadena Armenian Genocide Memorial Committee, an organization ("Licensee").

RECITALS

A. Licensee is the owner of certain private improvements which will non-exclusively occupy certain real property within Memorial Park at 85 East Holly Street in the City of Pasadena, California.

B. The area subject to this License Agreement is identified as follows: A certain portion of land within Memorial Park ("subject area(s)") as described in the Legal Description (Exhibit "A"), as shown on City of Pasadena Department of Public Works Drawing No. 6213 (Exhibit "B"), on file in the office of the Director of the Department of Public Works ("Director"), and incorporated by reference ("license area").

C. Licensee desires to non-exclusively occupy and use the license area to construct certain private improvements ("Private Improvements") consisting of the construction of a sculpture with lighting and water element which includes grading, drainage, planting, irrigation, electrical, concrete placement, facilitation and erection of the Armenian Genocide Memorial

Monument structure, and the future maintenance of all the aforementioned improvements along, over, and under the subject area(s) as depicted on the City of Pasadena Department of Public Works Drawing No. 6213.

D. Licensee agrees to have all private improvement work(s) within Memorial Park inspected by a Certified Access Specialist (CASP) certified inspector.

E. Licensee accepts all liability associated with any disability accessibility claims, lawsuits, challenges, or reviews of any Federal statute, law, act, regulation or otherwise concerning accessibility, including but not limited to Rehabilitation Act 501, 503, 504, 508; Americans with Disabilities Act, Title I, Title II, Title III, Title IV; Air Carrier Access Act; United States Code Title 29 - Chapter 16 - Vocational Rehabilitation and Other Rehabilitation Services; Workforce Investment Act - U.S. Department of Labor, Employment & Training Administration; and, and any State of California statute, law, act, regulation, or otherwise concerning accessibility, including but not limited to the Unruh Civil Rights Act; California Civil Code Sections 54 through 55.2; California Code of Regulations, Title 24; California's Building Standards Code (Physical Access Regulations); California Government Code Section 11135-11138; Fair Employment and Housing Act.

F. Licensor is willing to grant permission for such non-exclusive occupancy and the construction of such improvements within Memorial Park, subject to certain conditions.

THEREFORE, the parties agree as follows:

1. **LICENSE.** Licensor grants to Licensee a license to enter upon, occupy and use the license area for the installation, use, maintenance and repair of the Private Improvements within the license area, as shown on Department of Public Works Drawing No. 6213. Included within this grant of license is Licensee's right of reasonable access to the license area, in

accordance with paragraph 4, below, from the surface of the street for installation, maintenance and repair.

2. **PLANS.** Licensee agrees to furnish to the Director a complete set of plans approved by a qualified licensed engineer for review of code compliance prior to the issuance of any permit therefor by Licensor. Licensee shall not occupy or use the license area until the permit is issued.

3. **DEPTH AND EXCAVATION.** Private Improvements shall be installed to match existing sidewalk grade except as necessary to construct the improvements depicted in Department of Public Works Drawing No. 6213 and except for the tree trunks and foliage. Private Improvements shall conform in all other aspects to all existing requirements of Chapter 12.24 ("Excavations") and Chapter 14.04 ("Building Code and Related Codes") of the Pasadena Municipal Code. Licensee hereby agrees to and shall notify Underground Service Alert of Southern California 48 hours before any kind of excavation or grading begins within the public right-of-way. Licensee also agrees to have the City's licensed arborist on site prior to any excavation in the public right-of-way and/or the license area, if required by the Director.

4. **PERMIT: CONSTRUCTION.** Licensee agrees to perform all work within, around or on the license area, under permit from the Department of Public Works in accordance with Exhibit "B", and the approved construction drawings issued under Building Permit No. BLD2014-00510, and all plans (collectively the "Plans") furnished to and approved by the City, and in a manner acceptable to the Director.

Licensee agrees, at its own sole cost and expense, to undertake and diligently perform to completion all work shown on the Plans which is necessary for the installation of the Private Improvements shown on such Plans and associated with the installation of the Private Improvements. Licensor hereby grants to Licensee, its agents and contractors, the right to enter

upon the license area for the purpose of undertaking the work as shown on the Plans, subject to the indemnity set forth below and all other applicable provisions to this License Agreement.

In connection with Licensee's performance of such work as shown on the Plans, and which is required or permitted hereunder or any future maintenance and repairs of the Private Improvements (with "Licensee", as used herein to specifically include any of Licensee's agents, contractors, or employees), Licensee hereby agrees and covenants:

- a. To repair any damage or injury to any building, public facility, utility facility, or other improvement in, on or under any portion of the license area;
- b. To perform all work required or permitted hereby (i) in a manner so as to cause minimal inconvenience or undue interference with vehicular traffic and property owners located adjacent to the license area, (ii) at such times and in such manner as may be reasonably requested or approved by the Director, and (iii) only with all necessary or appropriate provisions for the safety and convenience of all persons potentially affected thereby;
- c. To replace and/or restore any area (regardless of whether located within or outside the license area) affected by Licensee's work or other acts pursuant hereto to at least as good a condition as such areas were in prior to commencement of such work.

5. AS-BUILT DRAWING. Licensee agrees to furnish said Director an "as-built" drawing within thirty (30) days after completion of the Private Improvements in the license area.

6. ACCESS. Licensee further agrees to place no Private Improvements which will deny access to, or otherwise interfere with, any public utility, easement or right-of-way located within the license area without first obtaining the prior written permission of all public utilities having jurisdiction. Licensee further also agrees to allow Licensor and all other public utility companies having facilities within the license area reasonable access to, and maintenance of, all

utilities and existing public improvements within or adjacent to the license area, including, but not limited to, pavement, trees, lighting and public utilities.

7. **TERM.** This License Agreement shall be for an indefinite term, revocable on thirty (30) days' written notice.

8. **DEFAULT.** In the event Licensee defaults by failing to fulfill any of Licensee's obligations hereunder, including the obligation to keep the license area free of waste and debris during construction and from contaminants arising from Licensee's use of the license area at all times, Licensor may declare a default and termination of this License Agreement by written notice to Licensee, which default and termination shall be effective on a date to be stated in such notice, which date shall not be less than ten (10) days after mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice or, if more than ten (10) days is reasonably required to cure the default, then this license shall not terminate if Licensee is using diligent efforts in the sole discretion of the Director, to cure the default. This provision for a ten (10) day default notice and termination is separate from and in addition both to the provision for a thirty (30) day termination and to the provision for revocation of this License Agreement.

9. **REVOCABLE.** It is understood and agreed that this License is for one year and shall be extended for an additional year and each and every year there after provided Licensee fulfills all obligations and requirements of the Maintenance Agreement, a copy of which is attached hereto as "Exhibit C", and that this License Agreement is subject to revocation at any time if Licensee fails to comply in all ways with such Maintenance Agreement.

10. **RELOCATION.** If, at any time during the term of this License Agreement, the Director determines, at his/her sole and absolute discretion, that the Private Improvements interfere, or will interfere, with facilities or public improvements which are either located within

the public right-of-way and/or within Memorial Park, or to be located, installed or constructed by Licensor or any public utility company within the public right-of-way or Memorial Park (either existing or proposed), of the subject area(s), Licensee hereby agrees to and shall, within such reasonable period of time as may be specified by the Director after the receipt of written notice from the Director, forthwith and diligently take all action necessary in the determination of the Director to remove, relocate and/or realign, as the case may be, the Private Improvements at the sole cost and expense of Licensee, so that the Private Improvements does not interfere with such facilities or public improvements. Removal, relocation, and/or realignment of the Private Improvements shall be determined at the discretion of the Director.

11. MAINTENANCE. Licensee has inspected and accepts the license area in an "as is" condition, and shall bear the entire cost and risk of the subject installation, including, but without limitation, construction of Private Improvements and use. Licensee shall be solely responsible, at its sole risk and expense, to inspect, repair and maintain the license area and Private Improvements in the license area, whether such repair is necessitated by the installation, repair or relocation of utilities or by damage from tree roots, or from any cause whatsoever; and to keep the entire license area in a state of good repair, and in a clean and sanitary condition at all times. Licensee shall perform all future maintenance of the Private Improvements in accordance with the Maintenance Agreement (Exhibit "C").

12. ASSUMPTION OF RISK.

A. Licensee shall inspect the license area prior to taking control thereof. Licensee shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this License Agreement and the use of the license area and Private Improvements thereon.

B. Licensors assume no responsibility whatsoever for the safe condition, security or maintenance of the license area and Private Improvements thereon, nor for the protection of persons and property therein, all such responsibility shall be solely Licensee's.

C. Licensors assume no responsibility whatsoever for any damage caused, directly or indirectly, on the private property by installation of the Private Improvements, all such responsibility shall be solely Licensee's.

D. Licensee understands and acknowledges that Licensors do not have the requisite information to determine the exact location, size, type, and depth of all utility facilities crossing through or aligned with the license area. Licensee assumes the risk that adverse physical conditions or the applicability and effect of the operative or proposed governmental laws or regulations affecting or applicable to the license area may not have been revealed by Licensors' investigation.

E. To the maximum extent permitted by law, Licensee waives its right to recover from Licensors, its members, and Licensors' officers, employees and agents, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorney's fees and costs) and claims therefore, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of in any way growing out of or connected with Licensee's use of the land of the license area or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2501-2629), the California Hazardous Waste Control Law (California Health & Safety

Code Section 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health & Safety Code Section 13000 et seq.), or any Federal statute, law, act, regulation or otherwise concerning accessibility, including but not limited to Rehabilitation Act 501, 503, 504, 508; Americans with Disabilities Act, Title I, Title II, Title III, Title IV; Air Carrier Access Act; United States Code Title 29 - Chapter 16 - Vocational Rehabilitation and Other Rehabilitation Services; Workforce Investment Act - U.S. Department of Labor, Employment & Training Administration; and, and any State of California statute, law, act, regulation, or otherwise concerning accessibility, including but not limited to the Unruh Civil Rights Act; California Civil Code Sections 54 through 55.2; California Code of Regulations, Title 24; California's Building Standards Code (Physical Access Regulations); California Government Code Section 11135-11138; Fair Employment and Housing Act, excepting in all cases those losses, liabilities, damages, costs, or expenses, and claims therefor, arising from or attributable to a material finding known to Licensors and not disclosed to Licensee. Licensors' obligation to disclose matters known to Licensors or words of like import shall be deemed breached only if Licensors, as of the date of this License Agreement, had actual knowledge (as opposed to imputed or constructive knowledge) of such material finding not disclosed to Licensee.

If Licensee should discover during its investigation, or improvement of the license area or upon the removal of Private Improvements after the expiration of the license granted by this License Agreement any hydrocarbonous substances or any hazardous substances or material (as determined under Federal, State or local law then in effect), asbestos or asbestos-bearing materials or other environmental conditions subject to legal requirements for corrective or remedial action, Licensee shall immediately notify Licensors in writing of the same. To the extent, that said condition was in effect prior to Licensee's use and possession of the license area, Licensee shall cooperate with Licensors to cause the condition to be corrected or

remedied in accordance with applicable law. On the other hand, if the presence of such substances or materials are a result of the Private Improvements, Licensee shall cause the condition to be corrected or remedied at its own expense and in accordance with applicable law. Further, in such latter event, Licensee shall indemnify and hold Licensor harmless from and against any and all claims (including third party claims), demands, liabilities, damages, costs and expenses, including, without limitation, investigation expenses, clean-up costs and attorneys' fees, of whatever kind or nature arising from or in any way connected with any environmental condition of the license area which arises after the date of this License Agreement. The obligations of indemnity set forth above shall survive the termination of this License Agreement.

13. INDEMNITY. Licensee agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless) to the maximum extent permitted by law, Licensor, its City Council and each member thereof, and its officers, employees, Commission members and representatives from any and all liability, loss, suits, claims, damages, costs, and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of (i) any activity, use or performance by Licensee or its agents under this License Agreement, or, (ii) any activity, use or performance on, at, under, or around the license area and Private Improvements thereon by Licensee or its agents, including, but not without limitation, its design or modification, its security, its condition, and its maintenance or repair or any encroachment or trespass upon any real property or any interest in real property, including but not limited to any Federal statute, law, act, regulation or otherwise concerning accessibility, including but not limited to Rehabilitation Act 501, 503, 504, 508; Americans with Disabilities Act, Title I, Title II, Title III, Title IV; Air Carrier Access Act; United States Code Title 29 - Chapter 16 - Vocational Rehabilitation and Other Rehabilitation Services; Workforce Investment Act - U.S. Department of Labor, Employment & Training

Administration; and, and any State of California statute, law, act, regulation, or otherwise concerning accessibility, including but not limited to the Unruh Civil Rights Act,, California Civil Code Sections 54 through 55.2; California Code of Regulations, Title 24; California's Building Standards Code (Physical Access Regulations); California Government Code Section 11135-11138;; Fair Employment and Housing Act . The above indemnity agreement does not apply to the sole negligence or intentional misconduct of the City, its employees or agents.

14. INSURANCE.

A. Prior to the commencement of this License Agreement, Licensee shall procure, and shall maintain in full force and effect during the term of this License Agreement, and any extension thereof, a policy of commercial general liability insurance (ISO Form CG 00 01 or its equivalent), on such terms and in such amounts as are satisfactory to Licensor and written by a company approved by Licensor. The cost of all insurance shall be borne by the Licensee.

B. The policy shall include the following coverage: General liability insurance with minimal combined single limits of \$1,000,000 including (i) premises/operations; liability coverage, and, (ii) personal injury liability coverage.

C. The policy shall state that it shall be primary coverage to any other insurance or self-insurance available to Licensor, and Licensor's coverage shall not contribute with it.

D. Licensee shall, at least fifteen (15) days prior to occupancy or performance, file with Licensor a certificate of insurance, on a City-approved form, certifying that the above insurance coverage is in effect. A certificate of insurance shall be provided by Licensee during the term of this License Agreement, or any extension thereof, which is always current. The City of Pasadena, its City Council, officers and employees shall be endorsed as

additional insured on all policies of general liability insurance. All insurance policies shall be endorsed to provide that the policies cannot be canceled or modified without thirty (30) days' written notice to Licensor, except 10 days for non-payment of premium. No certificate shall be approved if it contains "best effort" modifiers, or if it relieves the insurer from the responsibility to give such notice.

E. In the absence of satisfactory insurance, Licensor may, at its option, (i) procure insurance with collection rights for premiums, attorney's fees and costs against Licensee; (ii) immediately terminate this License Agreement; or (iii) self insure the risk with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectable from Licensee.

15. AUTHORITY. Licensee certifies that it is properly licensed and authorized to enter into and to perform this License Agreement.

16. REMOVAL.

A. In the event this License Agreement is revoked or terminated, then Licensee may be requested, at any time, to quietly remove, at its sole expense, all Private Improvements from the designated license area or such part thereof as may be required by Licensor, no matter how expensive the removal may be.

B. If Licensee fails to remove the Private Improvements after notification by Licensor, Licensor is authorized to either bring an action in specific performance or to itself enter, and without further notice, to remove Private Improvements from the license area and otherwise cause such removal, and Licensee shall reimburse Licensor for all costs so incurred by Licensor, including City staff time and time of other City employees and any outside contractors. In such case, any such unpaid costs of demolition and restoration shall be and constitute a lien upon any real property interest of Licensee in subject property.

17. RESTORATION.

A. If this License Agreement is terminated for any reason, Licensee shall, at its expense and upon said termination, quietly remove all Private Improvements from the designated area or such part thereof as may be required by Licensor, and shall, at its sole expense, restore the license area to its original condition, as of the date the permit described in Section 4, above, was first issued, or as otherwise required by the Director, upon said termination or within such period of time agreed to in writing by the Director.

B. If Licensee fails to remove the Private Improvements and to restore the license area to its original conditions, as described above, after notification by Licensor, Licensor is authorized to perform the removal and restoration work and Licensee shall reimburse Licensor for all costs incurred by Licensor. In such case, any such costs of restoration, and any other unpaid obligations, including rent if applicable, under this license shall be and constitute a lien upon any real property interest of Licensee in subject property.

18. WAIVER. Licensor's waiver of one term or condition of this License Agreement is not a waiver of breach of others, nor of a subsequent breach of the one waived.

19. TIME. Time is of the essence in this License Agreement.

20. SUCCESSORS. Licensee's rights, obligations and benefits under this License Agreement shall run with the land and shall be binding on Licensee's executors, heirs, successors and assigns.

21. NO ESTATE. This License Agreement provides only a right of use of temporary duration and does not give Licensee any added interest, title, estate or right of any kind or extent whatsoever, whether legal or equitable prescriptive or otherwise, in the property beyond its present ownership, no matter how much money is expended on the license area nor how long this License Agreement runs. Neither a partnership nor a joint venture is in any way intended by

this License Agreement. Licensee agrees that it will not claim at any time any interest, estate or right in the license area by virtue of this License Agreement or by virtue of Licensee's occupancy, use or expenditures under this License Agreement.

22. ASSIGNMENT. Licensee shall not assign or transfer this License Agreement or any rights hereunder without prior written consent of Licensor, which consent will not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach of this License Agreement.

23. RECORDING. This License Agreement shall not take effect until its recordation, at Licensee's expense, in the office of the County Recorder of Los Angeles County.

24. CONFLICT. Licensee certifies that no member, officer or employee of Licensee is an officer or employee of the City of Pasadena, or a member of any of its City Council, commissions or committees except to the extent permitted by law.

25. RESTRICTION. Licensee agrees to place no other facilities or improvements, except as herein described, within the license area.

26. LAWS. Licensee will comply with all applicable Federal, State, County and City laws, which are, as amended from time to time, incorporated herein.

27. INTEREST. All sums due to Licensor shall bear interest after the date due at the sum of 10% per annum.

28. INTERPRETATION.

A. Applicable Law. This License Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

B. Entire Agreement. This License Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral) regarding such subject matter.

C. Written Amendment. This License Agreement may be changed by written amendment signed by Licensee and the City Manager or other authorized representative of Licensor, subject to any requisite authorization by the City's City Council. Any oral representations or modifications concerning this License Agreement shall be of no force or effect.

D. Severability. If any provision in this License Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this License Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this License Agreement.

29. NON-EXCLUSIVE USE. The use licensed herein is not exclusive and the license area remains available to the public for public use.

30. RECORDING FEES. Licensee shall pay all documentary transfer taxes and recording fees, and shall indemnify and defend Licensor from any and all claims for such fees, taxes and costs. Licensor's estimate of the amount due for such taxes and fees shall be paid to Licensor upon execution of this document.

31. NOTICE. Notice to the Director of the Department of Public Works is required, and notice simply to the City of Pasadena or any other City department is not adequate notice. Notice to either party shall be by personal service or regular mail addressed as follows:

To Licensor: Director of the Department of Public Works
P.O. Box 7115
Pasadena, California 91109-7215

To Licensee: Pasadena Armenian Genocide Memorial Committee
505 E. Colorado Boulevard #201
Pasadena, CA 91101

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or if mailed, upon receipt or upon expiration of three (3) days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

32. POSSESSORY INTEREST TAX. In entering into this License Agreement, Licensee understands and agrees that, to the extent the interest created by this License Agreement is a possessory interest subject to property taxation, Licensee, alone, would be responsible for paying said tax.

33. ESTOPPELS. Either party shall at any time upon request of the other, execute and deliver an estoppel certificate certifying that this License Agreement is in full force and effect and has not been modified or amended (or if modified or amended, describing the same) and that there are no defenses or offsets thereto or defaults of either party hereunder (or if any be claimed, describing the same).

DATED: 12-31-14

CITY OF PASADENA

ATTEST:

By: Jack B. Art
For City Manager

1/12/15
City Clerk

Pasadena Armenian Genocide Memorial
Committee
505 E. Colorado Boulevard #201
Pasadena, CA 91101

By: [Signature]

Authorized Signatory

FOR PAGMC

Approved as to form:

[Signature]
Brad L. Fuller
Assistant City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES }

On 11/21/2014 before me, YARI I MEJIA Notary Public,
personally appeared GREGORY MARK APSHARIAN,
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

Yari I Mejia

(Seal)



YARI I. MEJIA
(Name, Typed or Printed)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES }

On WEDNESDAY, DECEMBER 31, 2014 before me, ELIGIO M. DIAZ Notary Public,
personally appeared JULIE GUTIERREZ,
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.

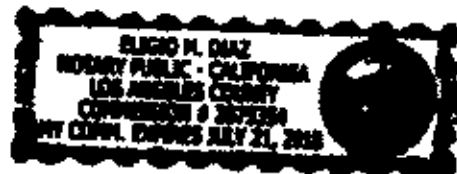
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Eligio M. Diaz

(Seal)



ELIGIO M. DIAZ
(Name, Typed or Printed)

EXHIBIT 'A'

LEGAL DESCRIPTION

MEMORIAL PARK
85 EAST HOLLY STREET

THAT PORTION OF LOTS 2, 3, AND 4, BLOCK "B", LEGGE TRACT IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILED IN BOOK 7, PAGE 99 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK "B", LEGGE TRACT, M.B. 7-99; THENCE NORTH 89°26'29" EAST, ALONG THE NORTH BOUNDARY OF SAID LOT 2, A DISTANCE OF 149.77 FEET; TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°32'58" EAST, ALONG THE EAST BOUNDARY OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF WALNUT STREET; THENCE NORTH 89°26'29" EAST ALONG SAID SOUTH LINE OF WALNUT STREET, A DISTANCE OF 95.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°32'58" EAST A DISTANCE OF 56.80 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 95.35 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 17°25'12" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°49'36", AN ARC DISTANCE OF 78.26 FEET;

THENCE SOUTH 89°26'29" WEST A DISTANCE OF 48.36 FEET;

THENCE NORTH 00°32'58" WEST A DISTANCE OF 83.90 FEET;

THENCE NORTH 89°26'29" EAST A DISTANCE OF 7.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 16.25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'27" AN ARC DISTANCE OF 25.52 FEET;

THENCE NORTH 00°32'58" WEST A DISTANCE OF 4.16 TO SAID SOUTH LINE OF WALNUT STREET;

THENCE NORTH 89°26'29" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 81.25 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 8830.53 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT

JOHN C. BENTLEY, PLS 7223
DATE PREPARED: 11/19/2014



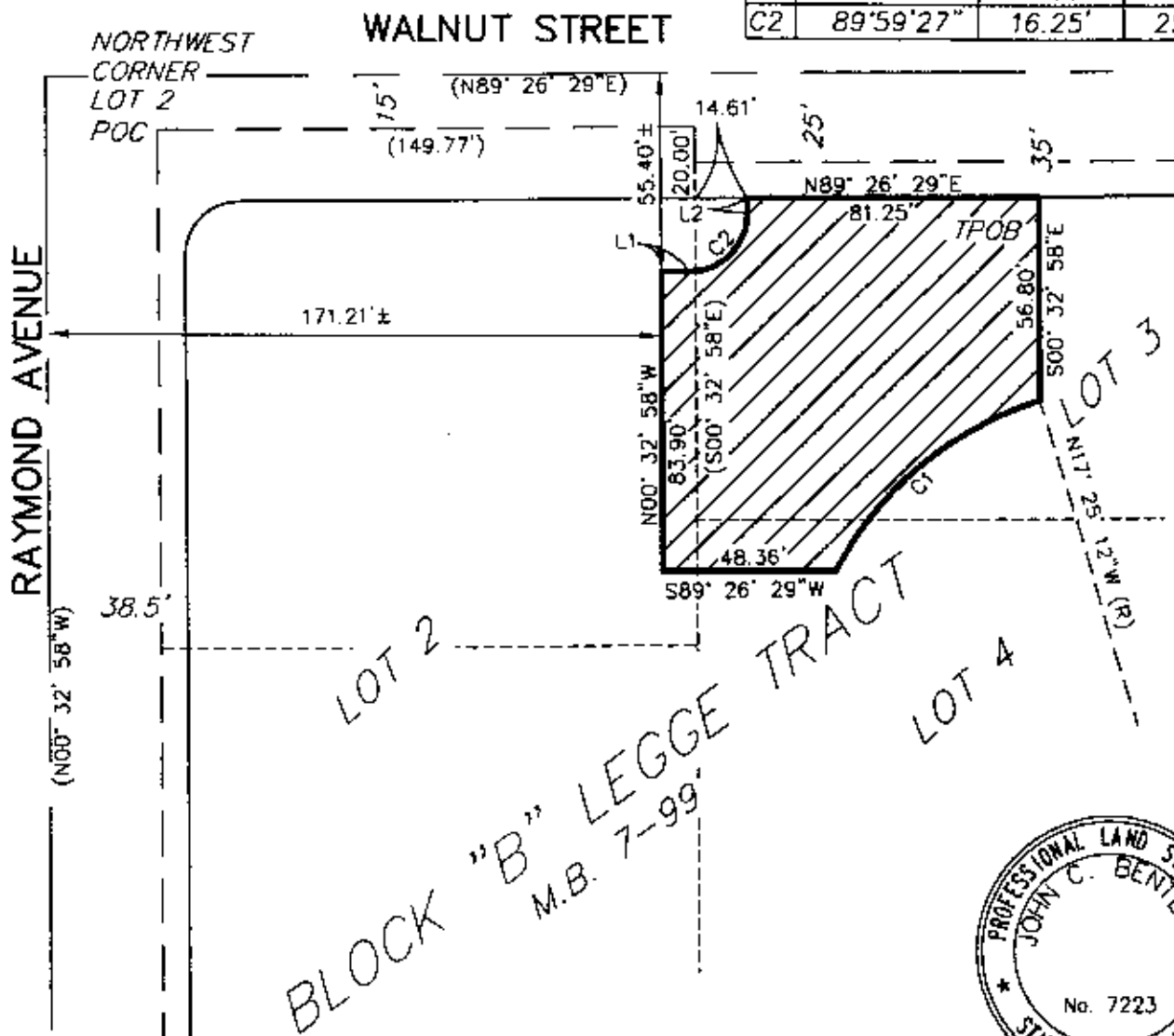
CITY OF PASADENA - DEPARTMENT OF PUBLIC WORKS

DRAWN BY: JCBE	LICENSE AREA FOR ARMENIAN GENOCIDE MEMORIAL MEMORIAL PARK 85 EAST HOLLY STREET	SCALE: NO SCALE
CHECKED BY: JRCO		DATED: 11/19/2014
SUBMITTED BY: DRCR		REVIEWED BY: <i>[Signature]</i> 12/2/2014
DESIGNED BY:	CITY ENGINEER	6213 SHEET 1 OF 2

LINE CALL TABLE		
NO.	BEARING	DISTANCE
L1	N89°26'29"E	7.92'
L2	N00°32'58"W	4.16'

EXHIBIT 'B'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	45°49'36"	95.35'	76.26'
C2	89°59'27"	16.25'	25.52'



JOHN C. BENTLEY, PLS 7223
DATE PREPARED: 11/19/2014

CITY OF PASADENA - DEPARTMENT OF PUBLIC WORKS

DRAWN BY: JCBE	LICENSE AREA FOR ARMENIAN GENOCIDE MEMORIAL MEMORIAL PARK 85 EAST HOLLY STREET	SCALE: 1" = 50'
CHECKED BY: JRCO		DATED: 11/19/2014
SUBMITTED BY: DROR	REVIEWED BY:	6213 SHEET 2 OF 2
DESIGNED BY:	CITY ENGINEER	

Exhibit "C"

Armenian Genocide Memorial Monument –Maintenance Agreement

The Pasadena Armenian Genocide Memorial Committee (PAGMC) (and any successor organization formed to serve the same interest) shall be responsible for maintaining the Armenian Genocide Memorial site to comply with all of the maintenance conditions set forth below. In fulfilling this responsibility, the PAGMC may do so by entering into an agreement with a contractor(s) to perform maintenance of the Armenian Genocide Memorial site as indicated below. All persons conducting such maintenance shall have all licenses required to perform work required by this Agreement (e.g. landscape or electrical contractor's license) and tree trimming shall be performed by or under supervision of a Certified Arborist. A copy of all agreements used to perform maintenance of the memorial shall be provided to the City on an annual basis. The City has determined only minimum levels of maintenance as stated below. However, PAGMC agrees to perform and/or require its contractor(s) to perform maintenance to the standards that meet or are in excess of the requirements set by City.

LANDSCAPING:

- Trees, shrubs and plantings shall be maintained in a manner that emphasizes the natural form and character of the species while keeping a 4' maximum height for all shrubs. These elements shall be maintained according to the standards for tree and plant maintenance as shown in Attachment 1
- Planting areas are to be weed free and mulched to prevent weeds
- Replace plants and materials as necessary upon identification by PAGMC or notification by City

GRAFFITI/VANDALISM:

- Removal of graffiti and repair to vandalized items shall occur within 2 business days of identification by AGF or notification by City

WATER FOUNTAIN:

- All components related to the fountain (irrigation, plumbing, electrical, etc.) shall be maintained in proper operating condition at all times
- Weekly inspections shall be performed to ensure filter and water quality is consistent with manufacturer's specifications and industry standards for public fountains
- All repairs shall be made within 72 hours of identification by PAGMC or notification by City

UTILITIES:

- PAGMC shall remit \$2,750 to City on an annual basis for the electric and water costs associated with operation of the memorial
- AGF shall be responsible for maintenance of all electrical facilities and lighting associated with the memorial

SAFETY:

- PAGMC shall be responsible for addressing any condition that it or the City deems unsafe within 24 hours of identification / notification

SITE VISITS:

- PAGMC shall conduct weekly visits to inspect the memorial for safety hazards, graffiti and vandalism and ensure that landscaped areas are properly maintained

NON COMPLIANCE:

- Upon execution of the maintenance agreement, PAGMC shall remit \$10,000 to City to be held on deposit by City. Such funds may be used by City if the maintenance performed by PAGMC and/or contractors hired by PAGMC fails to meet the standards established by the terms of the maintenance agreement. Whenever the amount of money being held by City falls below the \$10,000 amount (or whatever amount may, in the future, be deemed necessary to properly maintain the memorial on an annual basis), PAGMC agrees to replenish the deposit to restore it to the required amount. When feasible, City shall provide PAGMC a reasonable opportunity to correct maintenance deficiencies before utilizing the money held on deposit by the City. The City may determine that multiple failures to meet established standards results in the need to modify certain elements of the memorial to ensure work efforts required to maintain the memorial are minimized.

Attachment 1

City of Pasadena Hardwood Pruning Specifications Special Provisions may be provided for this Project

Hardwood Pruning Specifications

Pruning must comply with current ANZI Z133.1 Standards and ISA Tree Pruning Guidelines. Pruning shall be conducted according to the following:

- a. Remove all dead and dying branches stubs that are ½ inch diameter or larger. Remove all crossing branches and interior epicormic-sprouts.
- b. When tree-pruning cuts are made to a side limb, such remaining limb shall possess a basal thickness of at least 1/3 of the diameter of the cut limb. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut within a reasonable amount of time.
- c. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts that produce large wounds or weaken the tree at the cut shall not be made. The branch collar should not be removed.
- d. Reduce the size of competing leaders on trees that normally have a dominant central leader. Cut to lateral branches to preserve the natural form of the tree leaving head open enough for the branching system. Tree foliage shall not be reduced by more than 30%.
- e. Remove limbs that rub and abrade a more important branch. While doing this, encourage new growth in mature by removing interior foliage, and/or older small growth. Remove lateral branches at their point of origin or shorten the length of the branches by cutting to a lateral branch that is large enough to assume leadership. This practice should also be done in unbalanced trees that need to be reshaped.
- f. Reduce or remove limbs of weak structure that are not important to the framework of the tree. All vines and sucker growth should be removed without damage to the tree. All vines that are intertwined in the tree should also be removed.
- g. Remove and trim any deadwood, weak, diseased, insect infested, broken, low or crossing limbs. All unsafe branch attachments should be removed, such as v-crouches. Any and all structural weakness should be taken out of the tree. All decaying trunks and branches or structural problems will be reported to City Contract Inspector.

- h. Remove undesirable sucker and sprout growth paying specific attention not to nick or damage the sprout "burl"
- i. Perform selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
- j. Prune back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs, cut back to a limb at least 1/3 the size of the limb being removed.
- k. Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Lower lateral branches of young trees are not to be removed unless expressly authorized by the Forestry Supervisor. See small tree pruning requirements.
- l. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a smooth wood surface and secure bark remaining intact. All trees (6) inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any tree six (6) inches or less. This is to prevent any unnecessary abrasions to the cambial tissue that may predispose a tree to insect and/or disease problems.
- m. Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite tree, unless authorized by the City to do otherwise.
- n. Remove any extraneous metal; wire, rubber or other material interfering with tree growth whenever possible.

Unacceptable Pruning- The following procedures shall not be performed.

- a. Severe cutting back of all growing tips usually referred to as topping, pollarding or hat racking.
- b. Rip cuts or stub cuts.
- c. Excessive clearance pruning - over the standards listed above.
- d. Pruning back branches to a branch with a basal size of less than 1/3 the size of the limb being removed.
- e. Lion tailing or ornamental pruning such that the tree is stripped of interior foliage.
- f. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- g. Stub cutting where branch removal results in the base of branch removed protruding more than approximately 1/4' beyond the zone of branch collar

and branch bark ridge.

- h. Removal of a healthy main leader, for reasons other than power line clearance.
- i. The use of climbing spurs or spike shoes in the act of pruning trees.

Certified Arborist- Contractor must employ a permanent Certified Arborist, as accredited by the International Society of Arboriculture (ISA).

Public Safety and Cooperation- All tree work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others. Pedestrian traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one representative of the Contractor shall serve to coordinate safe operations on the ground at all times when work operations are in progress.

Disposal of tree material- It shall be the contractor's responsibility to dispose, recycle or reuse all tree material produced as a result of pruning operations.

Wildlife Protection -State and Federal law prohibits disturbing eggs, active nesting or nesting birds. The majority of nesting activity occurs in the late winter, spring, and can continue into early summer. Nests can also occur in cavities of trees scheduled for removal. If birds or nests are found, please report to the Forestry Supervisor or Pasadena Humane Society immediately. See "Don't be a Critter Napper" brochure from the Pasadena Humane Society. They can be contacted for further information at (626) 792-7151.

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Pages:
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California

01/16/16 AT 04:12PM

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TAXES:	0.00
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PAID:	0.00



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THIS FORM IS NOT TO BE DUPLICATED

CONTRACT/AMENDMENT SIGNATURE ROUTING FORM

CONTRACTOR: Pasadena Armenian Genocide Memorial Committee

OWNERSHIP: ☐ African American ☐ Asian ☐ Armenian ☐ Hispanic
 ☐ Native American ☐ Disabled ☐ Female ☐ Non-Minority ☐ Non-Profit; 501(c)___

CONTRACT PURPOSE: License Agreement for Armenian Genocide Memorial Monument at 85 East Holly Street

CONTRACT IS: ☐ FEDERAL ☐ PREVAILING WAGE ☐ NON-PREVAILING WAGE ☐ COMPETITIVE & NOTICED LOW BID

TOTAL CONTRACT VALUE: \$ <\$75,000

Charge Acct. #s N/A

Amendment Value: \$ _____ ☐ Contract is an Amendment to Contract No. _____ (If Applicable)

RESPONSIBLE DEPARTMENT PERSON: Yannie Wu PHONE: X 3762

AUTHORIZATION: ☐ Approved by Council on May 18, 2009
(Check One) Resolution No. 8945 (if applicable)

☐ Approved by City Manager on _____
Note: Attach supporting documentation

☐ Amendment Approved by _____ (if applicable)

ROUTING SEQUENCE: (Please Follow In Order – Don't use N/A)

Initials

Date

(1) Responsible Department Person

Checks substance of contract and assembles one (1) Taxpayer Protection Amendment (TPA) Disclosure Notice & Disclosure Form and two (2) copies of contract, required AA, insurance & bond documents, and **Vendor Listing Questionnaire**

(Subject to TPA) ☐ Yes ☐ No

C-22, 112

(2) City Clerk

Approves sureties, if bonds required

(3) Liability and Claims

Approves insurance

(4) Finance (Purchasing)

Checks compliance with Competitive Bidding & Living Wage Ordinances

(5) City Attorney

Approves contract as to form, verifies bonds and insurance included

(6) City Signatory

Signs all copies on behalf of City

(7) City Clerk

Attests signatures, numbers, files contract, insurance, and bonds and returns duplicate original to responsible department for transmittal to contractor

(8) Taxpayer Protection Amendment (TPA) Tracking Staff

Enters information from agreements and Disclosure Form for TPA tracking of City Council, City Manager's Office & City Clerk's Office

CITY OF PASADENA

DEC 24 P3:06

RECEIVED

YW

12-22-14

Ch

12/23/14

CS

12/23/14

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12/24/14

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PC

1/14/15

**MEMORANDUM - CITY OF PASADENA
DEPARTMENT OF PUBLIC WORKS**

DATE: December 22, 2014

TO: Michael J. Beck
City Manager

FROM: Steven L. Wright, City Engineer ^{cc}
Department of Public Works

RE: License Agreement
Armenian Genocide Memorial Monument
Memorial Park at 85 East Holly Street

The applicant, Pasadena Armenian Genocide Memorial Committee, is proposing to perform construction within Memorial Park per the approved plans under Building Permit No. BLD2014-00510. The construction includes grading, drainage, planting, irrigation, electrical, concrete placement, facilitation and erection of the Armenian Genocide Memorial Monument structure, and various miscellaneous works. The construction was approved by the City Council on September 9, 2013.

On October 20, 1997, Resolution 7549 was adopted which authorizes the City Manager and Assistant City Manager to sign "all contracts, including any documents, instruments or deeds necessary and appropriate to carry out, implement and administer the City's obligations, responsibilities and duties." City Charter Article X (Contracts, Purchases, and Claims) at Section 1001 (Contracts) reserves to the City Council authority to approve contracts except those "under \$75,000."

In order to allow the aforementioned private improvements within the City's parkland, a License Agreement is required to legalize its occupation on public property and to ensure that the applicant fulfills all obligations and requirements for the future maintenance. The fair market value of the license of the park land for the one-year term agreement is less than \$75,000.

Attached for your review are two sets of original License Agreements signed and notarized by the applicant. If they are acceptable, please sign and notarize **both** documents.

If you have any questions, please contact me at ext. 4695. Thank you.

Attachments