

RESOLUTION NO. CC 2026-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA HABRA, CALIFORNIA, APPROVING AND DIRECTING
EXECUTION OF AN ACCESS LICENSE AND
TEMPORARY OFF-SITE GRADING AGREEMENT
(Our Lady of Guadalupe Church)**

The City Council of the City of La Habra does resolve as follows:

Section 1. The City Council of the City of La Habra approves and directs the City Manager to execute an access license agreement for landscaping maintenance and grading between the City of La Habra and Our Lady of Guadalupe Church, in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to record the ACCESS LICENSE AND TEMPORARY OFF-SITE GRADING AGREEMENT in the Office of the Orange County Recorder when fully executed and notarized.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2026.

José Medrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Rhonda J. Barone, CMC
City Clerk

Keith F. Collins
City Attorney

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.
CITY OF LA HABRA }

I, Rhonda J. Barone, CMC, City Clerk for the City of La Habra, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. CC 2026-__ introduced and adopted at a Regular Meeting of the City Council of the City of La Habra held on the 18th day of May 2026, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Witness my hand and the official seal of the City of La Habra this 18th day of May 2026.

Rhonda J. Barone, CMC
City Clerk

Recording Requested by
and Return to:

City Clerk
City of La Habra
110 E. La Habra Boulevard
La Habra, CA 90631

ACCESS LICENSE AND TEMPORARY OFF-SITE GRADING AGREEMENT
(Our Lady of Guadalupe Church Development)

This ACCESS LICENSE AND TEMPORARY OFF-SITE GRADING AGREEMENT (“Agreement”) is entered into as of May 18, 2026, by and between the City of La Habra, a municipal corporation (“City”) and Our Lady of Guadalupe Catholic Church located at 900 West La Habra Blvd, La Habra, CA (“Developer”).

RECITALS

A. Developer has received approval for and is pursuing construction of the project known as Our Lady of Guadalupe Apartment Townhomes (“Project”) approved by City of La Habra Planning Commission Resolution No. 25-07 and City Council Ordinance No. CC 2025-02.

B. The City is willing to permit, and the Developer desires to perform, the Improvements (as defined herein) on City Property (described and depicted in Exhibit A, attached hereto) for the benefit of the Developer. The Improvements will be performed in the area designated in Exhibit B (“Offsite Grading Area”).

C. To ensure a uniform landscaping treatment, City and Developer enter into this Agreement to allow Developer to perform the Improvements (as defined herein) on the Offsite Grading Area.

AGREEMENT

1. **Submission of Plans.** Developer shall prepare and submit to the City’s Director of Community Development and the City’s Director of Public Works final grading and landscape plans for the Improvements on the Offsite Grading Area, in compliance with all applicable conditions of Project approval and City’s published standards.

2. **Encroachment Permit for Construction.** Developer shall obtain an encroachment permit for all improvements within the public right-of-way. Developer shall post (which may be provided by Developer's general contractor) a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of Developer in the construction of the improvements. Such improvement security shall be in a form reasonably acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City.

3. **License for Use.** City hereby grants to the Developer and its officials, employees, agents, contractors, subcontractors, and representatives a non-exclusive temporary license for access to and across City's Property, and to enter, use and occupy the Offsite Grading Area to perform thereon, certain improvements, as more fully described and depicted in the attached Exhibit C, (the "Improvements") incorporated herein by this reference. Developer's exercise of such rights shall not cause undue inconvenience to City or the public generally.

4. **As-Built Plans.** Developer shall supply City with a complete set of as-built plans of all Improvements within five (5) days of final inspection and approval.

5. **Temporary Maintenance.** For a period of 90 calendar days after the completion of the Improvements on the Offsite Grading Area, Developer shall maintain the landscaping portion of the Improvements in a professional manner commensurate with the standard of maintenance provided by City in its landscaped areas in the vicinity of the Project site.

6. **Insurance.**

A. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of Improvements. Coverage shall be at least as broad as, and shall maintain limits no less than, the below. Developer may meet the below insurance requirements by provision of such policies itself, or, by the provision of such policies by Developer's general contractor performing the Improvements.

i. **General Liability.** Developer shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

ii. Worker's Compensation and Employer's Liability Insurance. Developer shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for worker's compensation. Developer shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

ii. Automobile. Developer shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Developer, and with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

ii. For any claims related to work or operations performed by or on behalf of Developer, the Developer's insurance coverage required above shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

iii. Coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to the City.

C. The insurance company or companies providing Developer the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City, which approval shall not be unreasonably withheld.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement and shall be on an occurrence policy form.

F. If Developer, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Developer resulting from the breach.

G. [Intentionally Deleted]

H. Developer shall furnish City with original certificates and amendatory endorsements effecting coverage required of Developer by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences.

Developer shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Developer has a claims made form of insurance.

I. The worker's compensation and employee's liability insurance required above shall include a waiver of subrogation for the benefit of the named insured, Developer, City, its officers, employees, and volunteers, for claims paid by such carriers in connection with the Improvements.

J. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Developer or Developer's Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer or Developer's Contractor . Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Indemnity and Hold Harmless.** Developer shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including litigation costs and attorneys fees, arising out of Developer's performance or non-performance of its duties and obligations under this Agreement, but only to the extent caused in whole or in part by any negligent act or omission of Developers, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City or any other party indemnified hereunder.

8. **Defective Work.** Developer agrees to remedy any defects in the Improvements (excluding all landscape and vegetation portions of the Improvements) to the extent caused by faulty or defective design or construction occurring at any time during the performance of the Improvements or thereafter for a period of 24 months after completion of the Improvements, within 30 days of notice from the City.

9. **Attorney Fees; Litigation Costs.**

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

10. **Termination.** This Agreement may be terminated by either party upon three hundred sixty five (365) days written notice to the other.

11. **Covenants.** The obligations set forth in this Agreement are covenants that run with the land and are appurtenant to and shall burden Developer's property (and any portion into which such property may hereafter be divided), and are for the benefit of the adjacent City owned park property.

12. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon Developer, and their respective heirs, successors and assigns.

13. **Notices.** Notices shall be deemed given when mailed first class, postage prepaid, or personally delivered to the principal office of the other party at the following address:

City: City of La Habra
c/o City Manager
110 E. La Habra Boulevard
La Habra, CA 90631

Developer: Our Lady of Guadalupe Catholic Church
900 W. La Habra Blvd
La Habra, CA 90631

Notices may be sent to such other persons and addresses as either party may designate from time-to-time in writing.

14. **Choice of Law.** This Agreement shall be governed under the laws of the State of California.

15. **Survival of Terms.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

16. **Entire Agreement.** The terms of this Agreement (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding involving this Agreement. The language in all parts of this Agreement will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

17. **Amendments and Modifications.** No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the Agreement.

18. **Venue.** At the City's option, any action by any party to this Agreement, shall be brought in the appropriate court of competent jurisdiction within the County of Orange, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

19. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

20. **Force Majeure.** Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, adverse weather conditions; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions; national emergencies; pandemic; insurrections; riots, wars; or third-party labor disputes, lock-outs, work stoppages or other labor difficulties; provided however, that such time period shall be extended for only the actual amount of time such party is so delayed. A condition shall be deemed to be beyond the reasonable control of a party when such condition would affect any person similarly situated (such as a power outage) but shall not be deemed to be beyond the reasonable control of such party when peculiar to such party (such as financial inability or failure to order long lead time materials sufficiently in advance).

21. **Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held to be invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Recordation.** This Agreement shall be recorded in the Office of the Orange County Recorder.

IN WITNESS WHEREOF, Developer has caused its duly authorized representative for and on its behalf to execute this Agreement, and the City of La Habra, a municipal corporation, has caused this Agreement to be executed by its City Manager and attested to by its City Clerk. The parties have executed this Agreement on the date first above written.

CITY OF LA HABRA

By: _____
Jim Sadro
City Manager

CITY OF LA HABRA,
A municipal corporation

APPROVED AS TO FORM:

Keith F. Collins, City Attorney
City of La Habra

Date: _____

ATTEST:

Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: _____

DEVELOPER:

Our Lady of Guadalupe Church

By: Fr. William B. Goldin
FR. WILLIAM B. GOLDIN
PASTOR, OUR LADY OF GUADALUPE

~~APPROVED AS TO FORM~~

~~_____
Keith F. Collins, City Attorney~~

~~ATTEST~~

~~_____
Rhonda J. Barone, CMC, City Clerk~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

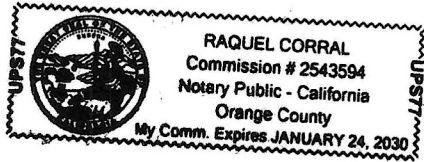
On 4-29-2026 before me, RAQUEL CORRAL-NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

Personally appeared William B. Goldin
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document resolution of the city of Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

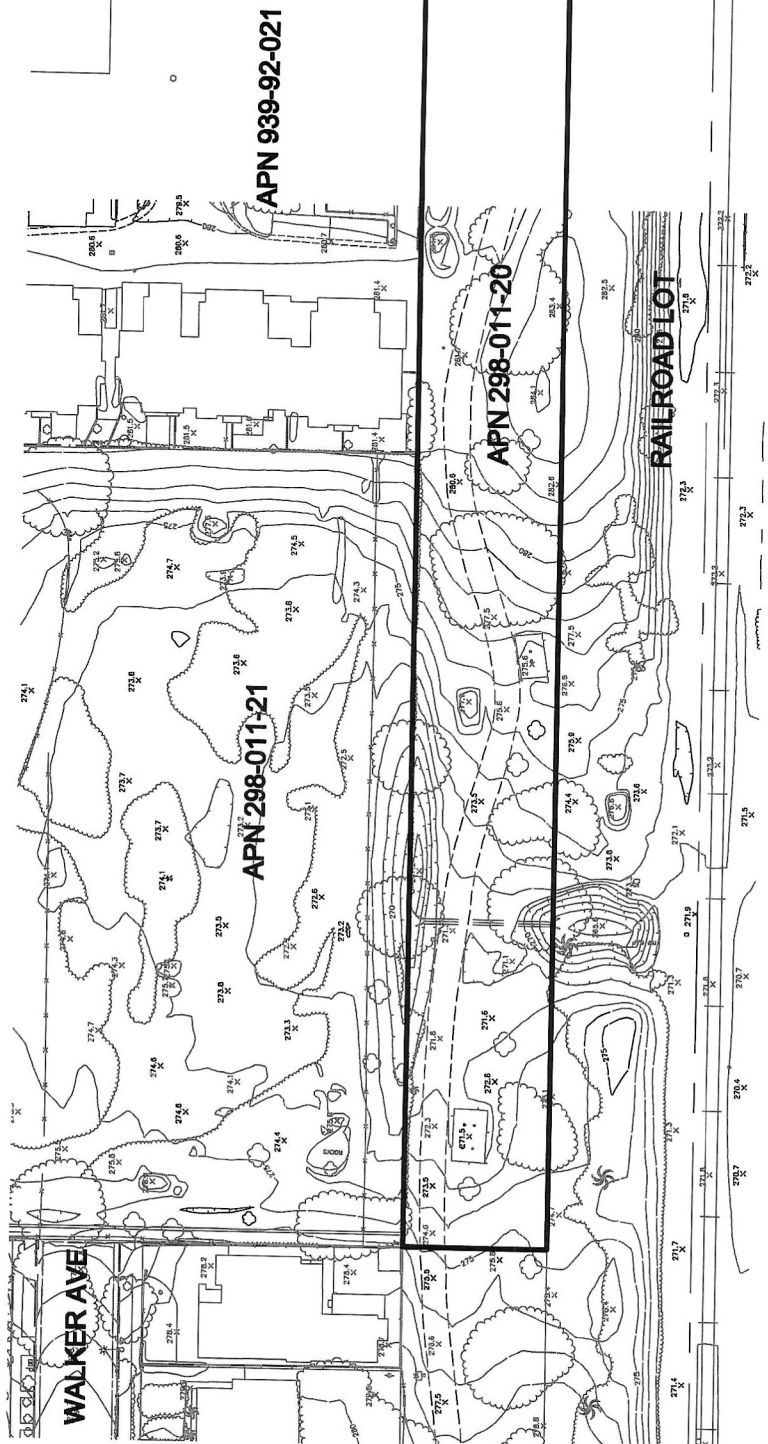
- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing

Signer Is Representing

Exhibit A
City Property

EXHIBIT A
CITY PROPERTY



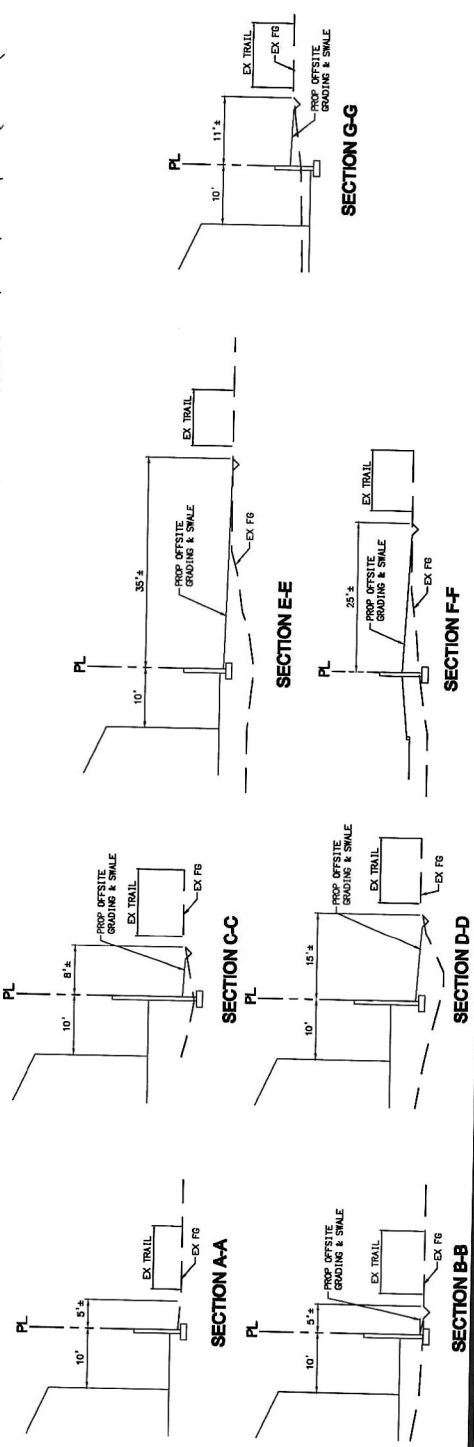
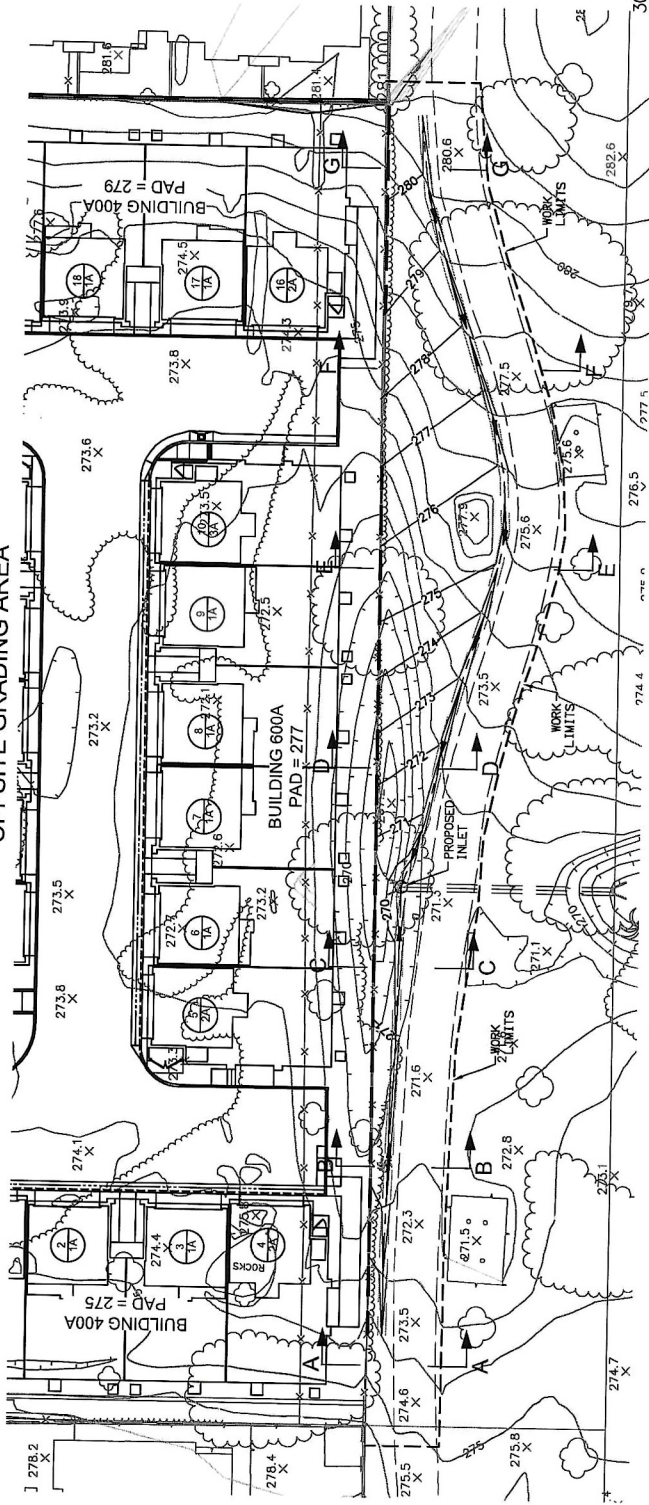
DATE: 12/19/2025

Exhibit B

Offsite Grading Area

EXHIBIT B

OFFSITE GRADING AREA

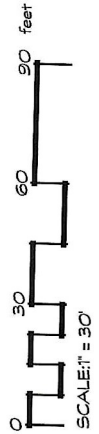
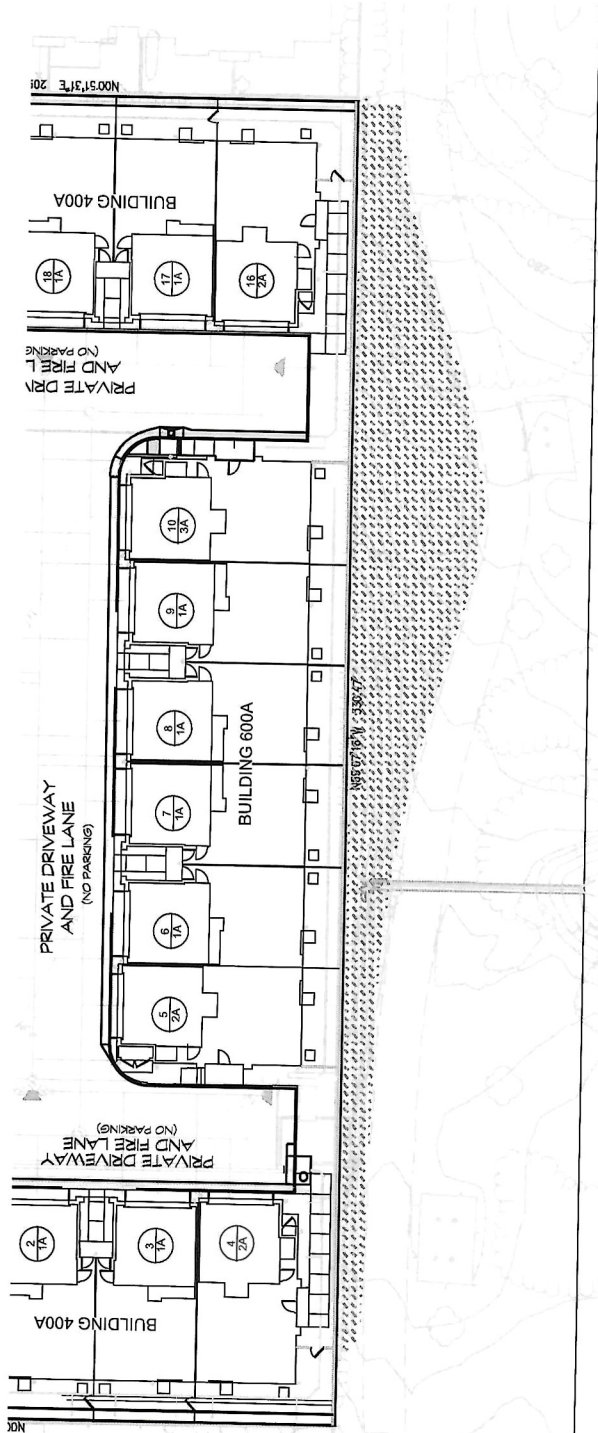


DATE: 12/12/2025

Exhibit C
Improvements



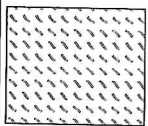
EXHIBIT C
IMPROVEMENTS



NEW HYDROSEED IRRIGATION NOTE (LA HABRA, CA)

- Method: Use an automated sprinkler system for consistent coverage.
- Initial Schedule (Weeks 1-3): Water 3-4 times daily for 10-20 minutes per session to keep soil consistently damp (like a "damp sponge"). Do not allow the seedbed to dry out.
- Timing: Water early morning, late morning, and mid-afternoon, observing La Habra water restrictions (generally avoiding 9 a.m. to 6 p.m., verify for new lawn exemptions).
- Transition: After grass reaches 2-3 inches, decrease frequency and increase duration (deep watering) to encourage root growth.
- Seasonal Adjustment: Taper off irrigation in fall/winter when seasonal rains begin (typically Nov-Mar).

PLANT SCHEDULE

SYMBOL	CODE	COMMON / BOTANICAL NAME	SIZE	MULCH	QTY
	SS	545 Seeds / Ornamental Native Mix This is a mixture of slowly low growing annual and perennial species that will provide months of bright spring color in a non-irrigated setting, or year-round color when irrigated.	seed	Very Low	4,961 sf

NOTE: QUANTITIES IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO FINAL BID.

All designs and ideas contained within these drawings are the property of PDA, Professional Design Associates. PDA hereby reserves its common law copyright and other property rights in these plans. These plans shall not be reproduced, changed, assigned or copied in any form. Any changes made by parties other than PDA, without first obtaining written permission and consent of PDA, shall relieve PDA of responsibility for the project or effected portion thereof.