

ENCROACHMENT LICENSE AGREEMENT

THIS AGREEMENT entered into at Fullerton, California, between Raytheon Company, a Delaware corporation ("Raytheon"), hereinafter referred to as "LICENSEE", and the CITY OF FULLERTON, a municipal corporation, hereinafter referred to as "CITY" or "LICENSOR."

W I T N E S S E T H

WHEREAS, CITY is the owner of the street rights of way known as Moore Avenue, Sunny Ridge Drive, Malvern Avenue, North Gilbert Street, Franklin Hills Drive, Target Way, and Burning Tree Road ("Rights of Way") as shown more fully on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, LICENSEE is required to construct, operate, maintain and monitor a groundwater remediation system to meet the requirements of the groundwater corrective action selected by the California Environmental Protection Agency, Department of Toxic Substances Control ("Oversight Agency");

WHEREAS, LICENSEE has requested permission from CITY to install pipelines, water monitoring wells, water extraction wells, water injection wells, well vaults, electrical and control conduits and wiring, and associated appurtenances (collectively referred to as "Groundwater Remediation Infrastructure") within a portion of the City Right of Way to meet requirements outlined in the Oversight Agency selected groundwater corrective action; and

WHEREAS, LICENSEE intends to install such pipelines and wells in a manner largely consistent with the draft designs portrayed in Exhibits A through F hereto, which includes Exhibits F-1, F-2, and F-3 depicting typical trench sections, and Exhibit F-4 and F-5 depicting typical extraction and injection well vaults.

NOW, THEREFORE, in consideration of the premises and promises hereinafter made, said parties hereby agree as follows:

1. Subject to the terms and conditions hereinafter set forth, LICENSOR hereby grants to LICENSEE a non-exclusive license to construct, use and maintain Groundwater Remediation Infrastructure within a portion of the Right of Way. The location for the placement of the pipelines, monitoring wells and well vaults are more particularly shown on the map attached hereto as Exhibit A and made a part hereof by this reference.
2. This Agreement shall remain in effect for as long as the Groundwater Remediation Infrastructure are in active use by LICENSEE. The effective date of this AGREEMENT will be the date as executed by LICENSOR. LICENSEE will submit a letter annually to LICENSOR confirming use status of the Groundwater Remediation Infrastructure. Said letter will be submitted by LICENSEE no less than 30 days prior to the end of each calendar year of active use, unless otherwise terminated according to the terms contained in, but not limited to, items 8, 10 and 12 herein.

3. The Groundwater Remediation Infrastructure shall be used solely for extraction, injection and monitoring of groundwater, and not for any other purpose. The Groundwater Remediation Infrastructure shall be the sole and exclusive property of LICENSEE.

4. LICENSEE has made a payment, in the amount of ONE THOUSAND EIGHTEEN DOLLARS (\$1,018.00); made payable to the CITY OF FULLERTON for CITY'S cost of the review and implementation of the conditions and terms of this Agreement.

5. LICENSEE shall install, operate and maintain the Groundwater Remediation Infrastructure in accordance with the requirements established by LICENSOR'S Director of Public Works and in such manner that the Groundwater Remediation Infrastructure shall not interfere with any installations of the LICENSOR or any other pre-existing public utility on or within the Rights of Way. All Groundwater Remediation Infrastructure of LICENSEE in, under, along and across the Right of Way wherever situated or located shall at all times be kept and maintained in a safe, suitable condition, and in good working order and repair.

6. LICENSEE understands that, from time to time, LICENSOR may issue encroachment permits to third party agencies or entities for various reasons throughout the City as a normal course of business. LICENSEE also understands and agrees that LICENSOR shall not be responsible to keep records of LICENSEE'S facilities nor be responsible to notify LICENSEE or any third party of a potential conflict that may result by the issuance of an encroachment permit to a third party.

7. LICENSEE agrees to defend, indemnify, and hold harmless LICENSOR, its elected officials, officers, agents, employees and volunteers from all loss, cost, and expense arising out of any claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained from activities of the LICENSEE or those of any of its officers, agents, or employees ("Licensee's Agents") taken under this License Agreement, whether such actions are authorized by this Agreement or not. LICENSEE further agrees to pay for any damage to the property of the LICENSOR, or reimburse LICENSOR for the loss or theft of LICENSOR property, done or caused by Licensee's Agents. LICENSOR assumes no responsibility whatsoever for any property placed on or within the LICENSOR'S Rights of Way by LICENSEE. LICENSEE further agrees to waive all rights of subrogation against LICENSOR. The provisions of this section do not apply to any damage or loss solely caused by the negligence or willful misconduct of LICENSOR or any of its agents or employees.

8. If, at any time, LICENSEE fails or refuses to comply with or carry out any of the covenants or conditions contained herein, LICENSOR may, after giving thirty (30) days written notice to LICENSEE, forthwith terminate and revoke this Agreement. In such event, LICENSEE shall be required to, at LICENSOR'S discretion, abandon or remove the Groundwater Remediation Infrastructure.

9. Upon demand, LICENSEE shall pay to LICENSOR any and all of its costs and damages resulting from failure of LICENSEE to perform its obligations under this Agreement. These costs shall include, but not be limited to, inspection, plan checking, testing, removal, relocation, repair, and any other costs incurred by LICENSOR due to the installation of the Groundwater Remediation Infrastructure. Payment of all actual costs shall be made to the City of Fullerton and deemed accepted upon receipt of the billing thereof.

10. Either party may terminate this Agreement for its convenience at any time, in whole or part, by giving the other party one-hundred and twenty (120) days written notice thereof. Notwithstanding the foregoing, should LICENSOR elect to, prior to the termination of this Agreement, alter or change the grade of the Right of Way in a manner that will in the opinion of either LICENSEE or LICENSOR interfere with the Groundwater Remediation Infrastructure, LICENSEE will, upon ninety (90) days written notice from LICENSOR of its intent to alter or change the grade of the Right of Way, remove, adjust or relocate the Groundwater Remediation Infrastructure at LICENSEE'S sole expense.

11. All notices under this Agreement shall be effective upon personal delivery, via email, or three (3) business days after deposit in the United States mail, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other addresses as the parties may from time to time designate in writing:

City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92632
Attn: Director of Public Works

Raytheon Company
870 Winter Street
Waltham, MA 02451
Attn.: Legal/Real Estate Department

12. In the event that operation of the Groundwater Remediation Infrastructure is discontinued for a continuous period of twelve (12) months, or if this Agreement is terminated or revoked as provided herein, LICENSEE shall promptly, upon being given one hundred and eighty (180) days written notice, abandon or remove the Groundwater Remediation Infrastructure from LICENSOR'S property. The LICENSOR'S Director of Public Works will require removal of portions of the Groundwater Remediation Infrastructure completed at land surface including removal of utility and well vaults. The LICENSOR'S Director of Public Works will permit other subsurface portions of the Groundwater Remediation Infrastructure to be abandoned in place provided that abandonment in place is consistent with State of California and/or City of Fullerton requirements.

For the subsurface portion of the Groundwater Remediation Infrastructure to be abandoned in place, the LICENSEE shall compensate the LICENSOR to remove the abandoned infrastructure at a future time when the CITY performs a programmed

Capital Improvement Program (CIP) project. At such time, the unused and abandoned subsurface infrastructure (i.e., pipes) shall be removed so as to not interfere with the CITY's new infrastructure. The LICENSEE shall compensate the LICENSOR in an amount greater or equal to the average cost of removing and disposing the abandoned infrastructure at the time of the future CIP project.

13. In the event that removal or abandonment of the Groundwater Remediation Infrastructure is required under this Agreement, LICENSEE shall promptly restore the Right of Way from which the Groundwater Remediation Infrastructure have been removed to its pre-existing condition. In the event that removal or abandonment of the Groundwater Remediation Infrastructure is required under this Agreement, LICENSOR shall in good faith attempt to identify a new location in the City whereby LICENSEE may, at its sole discretion, relocate the Groundwater Remediation Infrastructure to meet the Oversight Agency's corrective action requirements sought by LICENSEE under this Agreement.

14. Assignment or transfer of this Agreement by LICENSEE shall not be permitted without the prior written consent of LICENSOR.

15. Prior to any work commencing within the Right of Way, LICENSEE shall first obtain a permit from LICENSOR'S Director of Public Works, or their appointee, for the installation and operation of the Groundwater Remediation Infrastructure, and shall comply with all construction and traffic control conditions contained therein. Any street, pavement, parkway, or any other facility, public or private, disturbed by LICENSEE'S activity under this Agreement will be replaced, repaired and restored to its pre-existing condition.

16. This Agreement will be construed and enforced in accordance with the laws of the State of California without giving effect to its principles of conflicts of law.

17. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent by any court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term provision, covenant or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

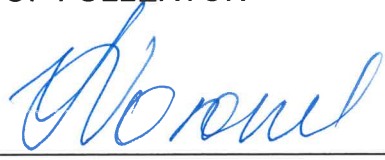
18. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

19. This Agreement may be modified or amended in writing only by an agreement in writing signed by both parties.


20. In the event of any legal action arising out of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorney's fees and costs.

22. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of LICENSOR and LICENSEE with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

CITY OF FULLERTON

By:  11/19/18
Yelena Voronel, Date
Interim Director of Engineering
Acting

RAYTHEON COMPANY

By:  11/15/2018
Robert J. Moore Date
Vice President – Environmental,
Health, Safety, and Sustainability
(EHSS) / Real Estate /
Insurance

APPROVED AS TO FORM:

 11/19/18
City Attorney Date

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

On November 15, 2018, before me, Brooke M. Bartleson, Notary Public, personally appeared Robert J. Moore, Vice President – Environmental, Health, Safety, and Sustainability (EHSS) / Real Estate / Insurance, of Raytheon Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

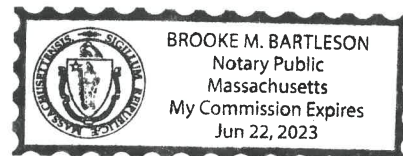
WITNESS my hand and official seal.

Brooke M. Bartleson

Brooke M. Bartleson

Notary Public

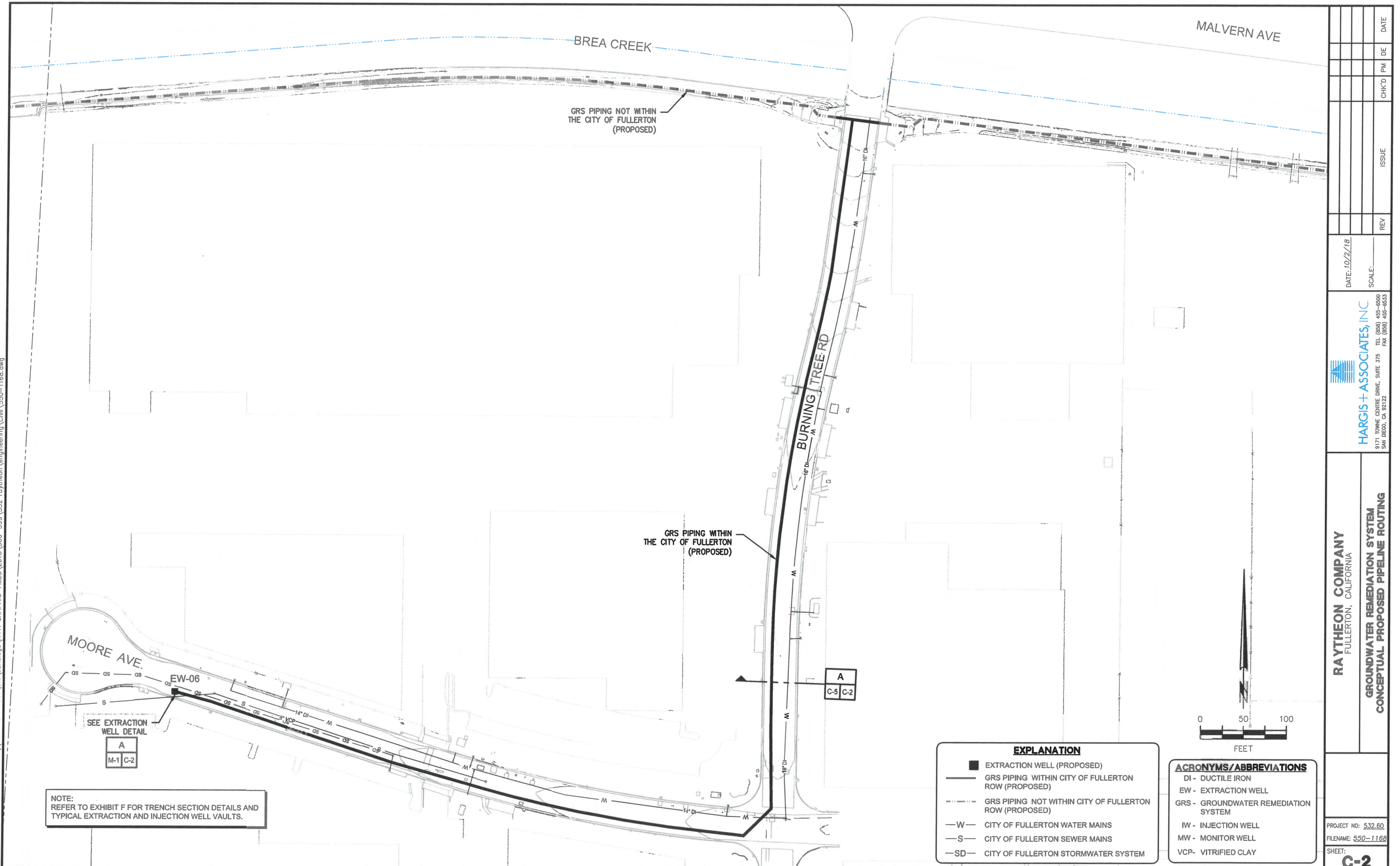
My Commission Expires: June 22, 2023



ENC#278

[illegible]

EXHIBIT A

**EXHIBIT B**

Oct 02, 2018 - 9:28am adt - \\SAN DIEGO-FS01\dfs\sandiego\H+A GRAPHIC-FILES\2018\500-599\532 raytheon\engineering\Civil\550-1168.dwg

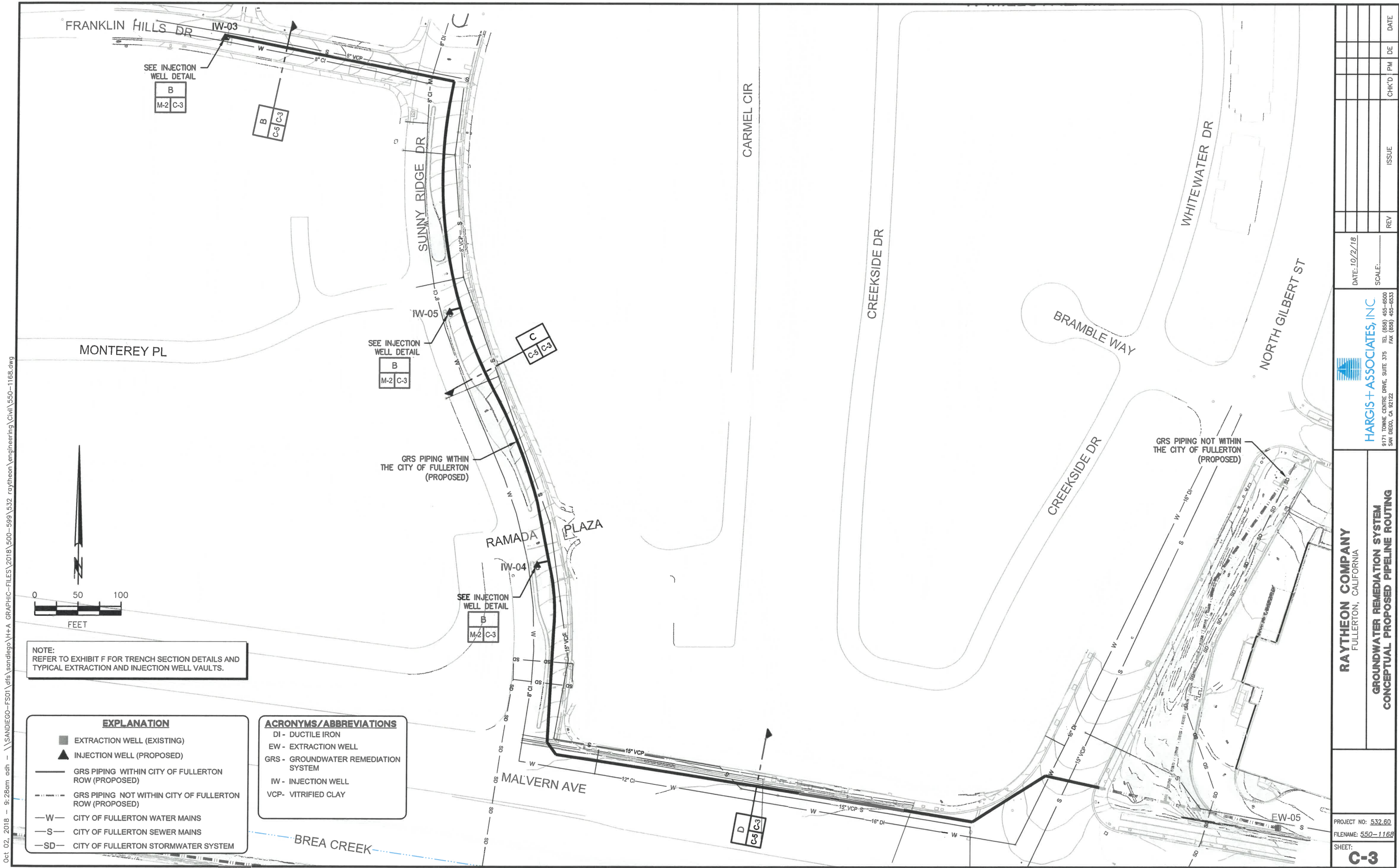


EXHIBIT C

PROJECT NO: 532.60		DATE: 10/2/18		CHK'D PM DE		DATE	
FILENAME: 550-1168		SCALE:		ISSUE			
SHEET:		REV		CHK'D			
C-3							

**RAYTHEON COMPANY**
FULLERTON, CALIFORNIA

HARGIS + ASSOCIATES, INC.
9171 TOWNE CENTRE DRIVE, SUITE 375 TEL: (650) 455-6500
SAN DIEGO, CA 92122 FAX: (650) 455-6533

GROUNDWATER REMEDIATION SYSTEM
CONCEPTUAL PROPOSED PIPELINE ROUTING

Oct 02, 2018 - 9:29am adh - \\SAN DIEGO-FS01\dfs\sandiego\H+A GRAPHIC-FILES\2018\500-599\532 raytheon\engineering\Civil\550-1168.dwg

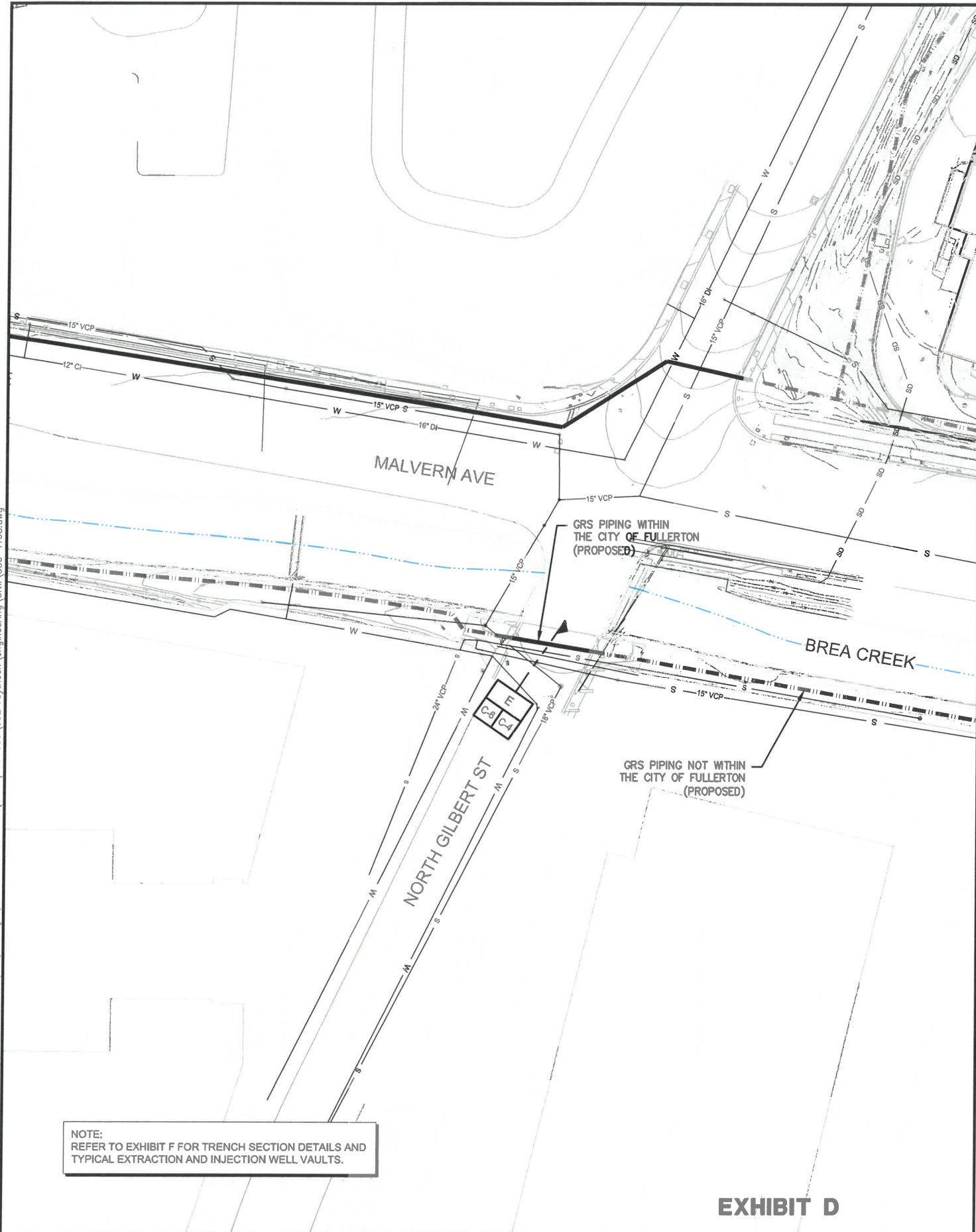


EXHIBIT D

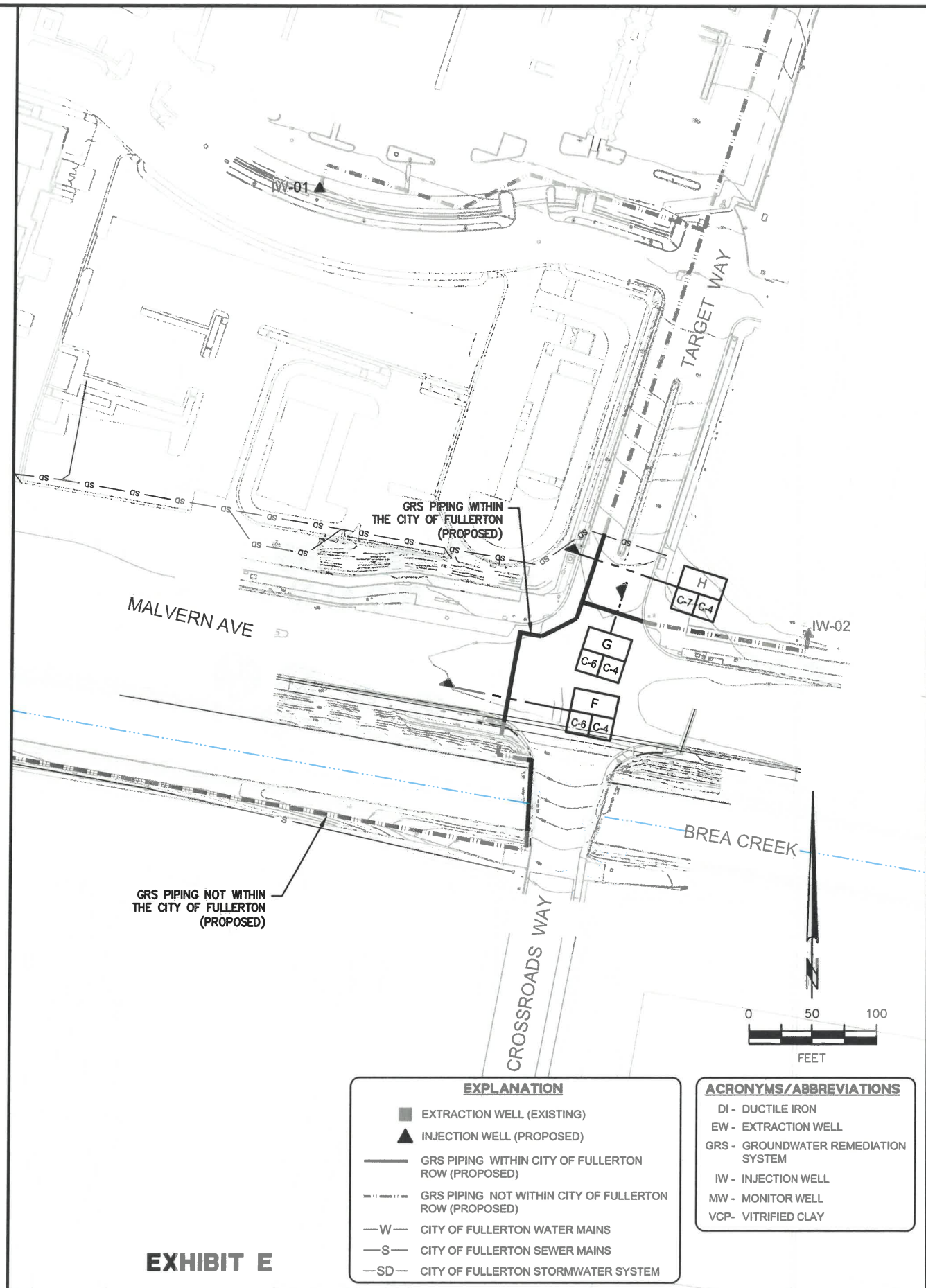


EXHIBIT E

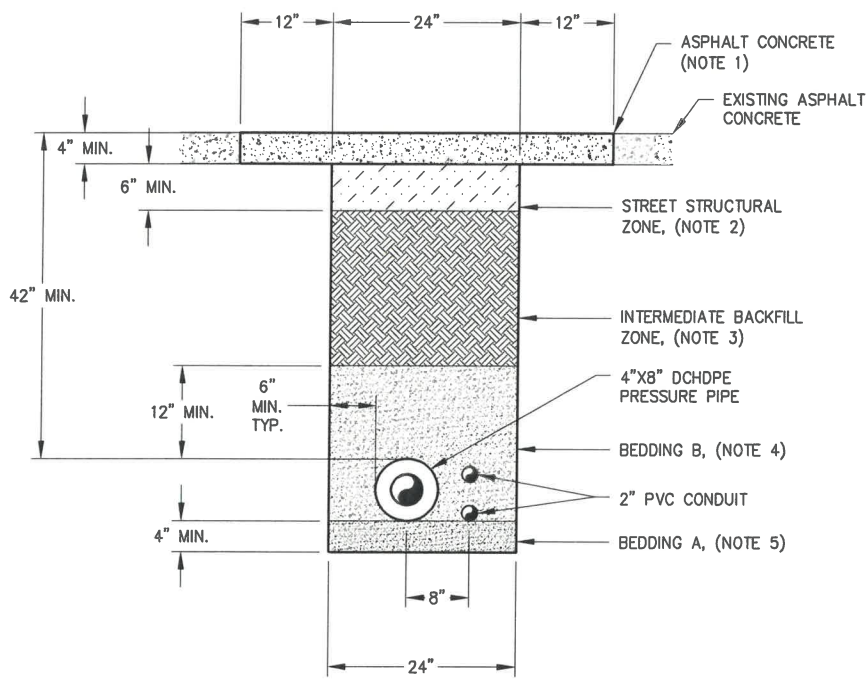
EXPLANATION	
■	EXTRACTION WELL (EXISTING)
▲	INJECTION WELL (PROPOSED)
—	GRS PIPING WITHIN CITY OF FULLERTON ROW (PROPOSED)
- - -	GRS PIPING NOT WITHIN CITY OF FULLERTON ROW (PROPOSED)
—W—	CITY OF FULLERTON WATER MAINS
—S—	CITY OF FULLERTON SEWER MAINS
—SD—	CITY OF FULLERTON STORMWATER SYSTEM

ACRONYMS/ABBREVIATIONS	
DI	DUCTILE IRON
EW	EXTRACTION WELL
GRS	GROUNDWATER REMEDIATION SYSTEM
IW	INJECTION WELL
MW	MONITOR WELL
VCP	VITRIFIED CLAY

RAYTHEON COMPANY FULLERTON, CALIFORNIA		HARGIS + ASSOCIATES, INC.		DATE: 10/2/18	
		9171 TOWNE CENTRE DRIVE, SUITE 375 SAN DIEGO, CA 92122		SCALE:	
GROUNDWATER REMEDIATION SYSTEM CONCEPTUAL PROPOSED PIPELINE ROUTING		PROJECT NO: 532.60 FILENAME: 550-1168		REV	
				ISSUE	
SHEET: C-4				CHK'D	
				PM	
				DE	
				DATE	

EXHIBIT D AND E

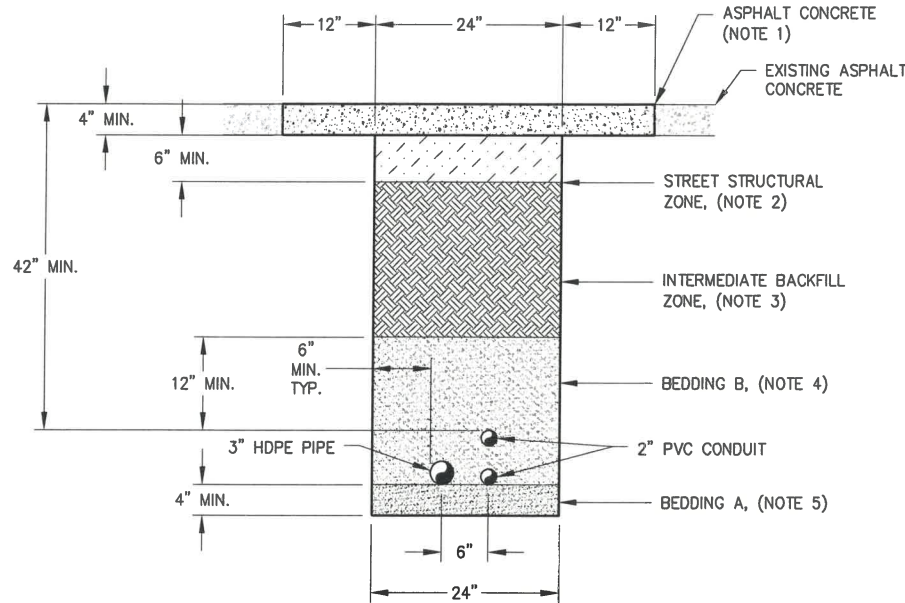
Oct 02, 2018 - 9:30am adh - \\SANDIEGO-FS01\dfs\sandiego\H+A GRAPHIC-FILES\2018\500-595\532 raytheon\engineering\Civil\550-1141.dwg



**TRENCH SECTION DETAIL
ENVIRONMENTAL PIPE AND UTILITIES
BURNING TREE ROAD**

A
C-5 C-2

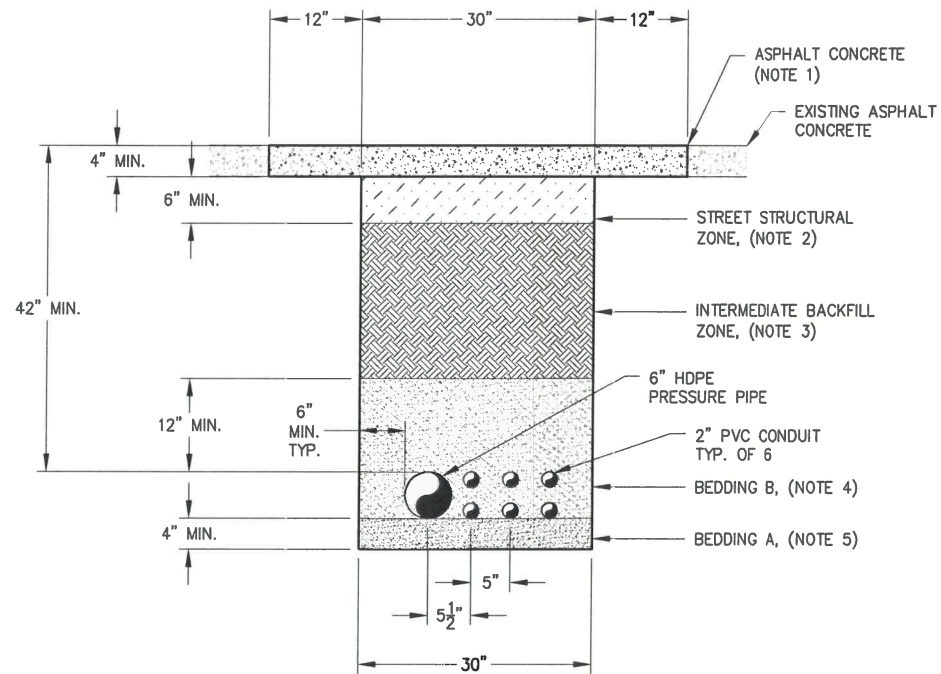
SCALE: 1" = 2'-0"



**TRENCH SECTION DETAIL
ENVIRONMENTAL PIPE AND UTILITIES
FRANKLIN HILLS ROAD**

B
C-5 C-3

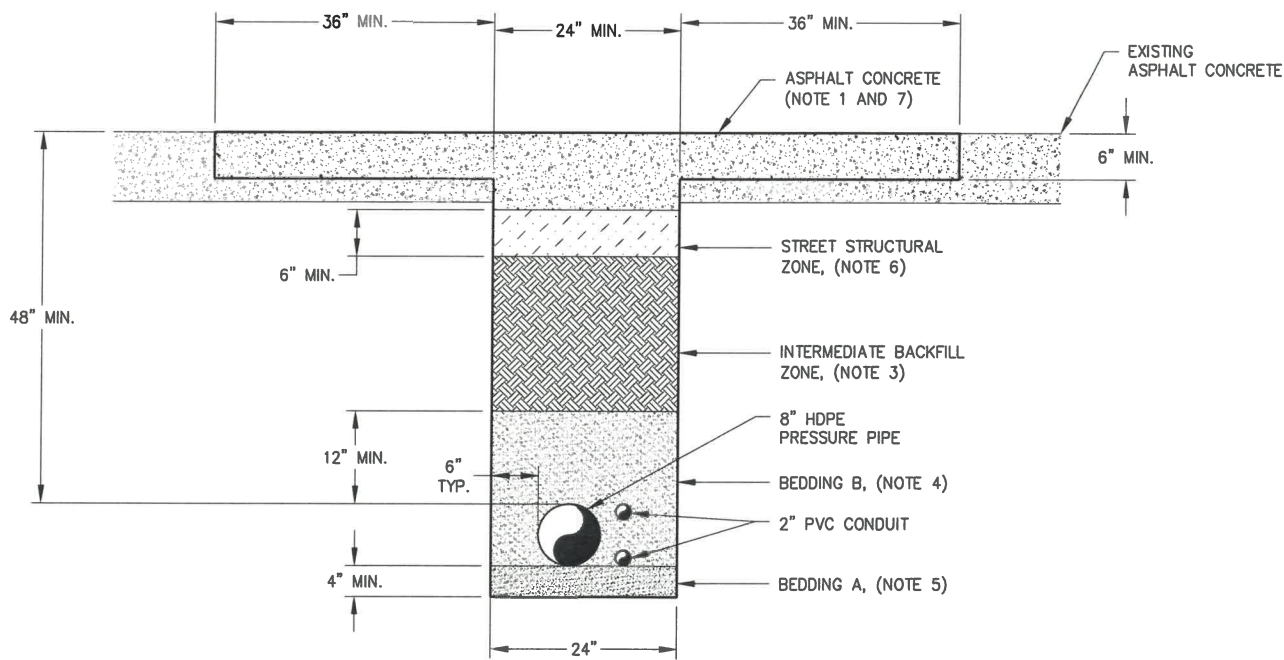
SCALE: 1" = 2'-0"



**TRENCH SECTION DETAIL
ENVIRONMENTAL PIPE AND UTILITIES
SUNNY RIDGE ROAD**

C
C-5 C-3

SCALE: 1" = 2'-0"



**TRENCH SECTION DETAIL
ENVIRONMENTAL PIPE AND UTILITIES
MALVERN AVENUE**

D
C-5 C-3

SCALE: 1" = 2'-0"

NOTE:
REFER TO EXHIBIT B, C, D, AND E FOR TRENCH SECTION
LOCATIONS.

NOTES:

1. ASPHALT MIX DESIGN FOR THE BASE COURSE SHALL BE TYPE III/B-2-PG 64-10 (3/4" COURSE) AND THE SURFACE COURSE SHALL BE TYPE III/C2-PG 64-10 (1/2" COURSE), OR AS APPROVED BY THE CITY.
2. THE STREET STRUCTURAL ZONE SHALL BE REPLACED WITH 6" CLASS 2 AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION AND AN A.C. SECTION 1" THICKER THAN THE EXISTING SECTION (4" MIN).
3. THE INTERMEDIATE BACKFILL ZONE SHALL BE CLASS II AGGREGATE BASE AND PER SECTION 306-1.3 OF THE STANDARD SPECIFICATIONS, COMPACT LIFTS SHALL NOT EXCEED 8 INCHES IN HEIGHT. THE INTERMEDIATE BACKFILL ZONE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.
4. BEDDING B SHALL BE COMPOSED OF SAND OR OTHER GRANULAR MATERIAL AND SHALL HAVE A MINIMUM S.E = 60, COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.
5. BEDDING A SHALL BE COMPOSED OF CLASS II AGGREGATE BASE OR SAND OR OTHER GRANULAR MATERIAL (MIN. S.E. = 60) COMPACTED TO 90% RELATIVE COMPACTION.
6. THE STREET STRUCTURAL ZONE SHALL BE REPLACED WITH 18" CLASS 2 AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION AND AN A.C. SECTION 1" THICKER THAN THE EXISTING SECTION OR 6" MINIMUM A.C., WHICHEVER IS GREATER.
7. THE FINAL A.C. CAP SHALL BE PLACED WITH A SELF-PROPELLED PAVING MACHINE OR AN APPROVED PAVING DEVICE.
8. ALL TRENCHING SHALL COMPLY WITH CITY OF FULLERTON STD. 312/313.

RAYTHEON COMPANY
FULLERTON, CALIFORNIA

**GROUNDWATER REMEDIATION SYSTEM
CONCEPTUAL TRENCH SECTION DETAILS**

PROJECT NO: 532.60

FILENAME: 550-1141

SHEET:

C-5

HARGIS + ASSOCIATES, INC.
9171 TOWNE CENTRE DRIVE, SUITE 375
SAN DIEGO, CA 92122
TEL (619) 455-6500
FAX (619) 455-6533

DATE: 10/2/18

SCALE:

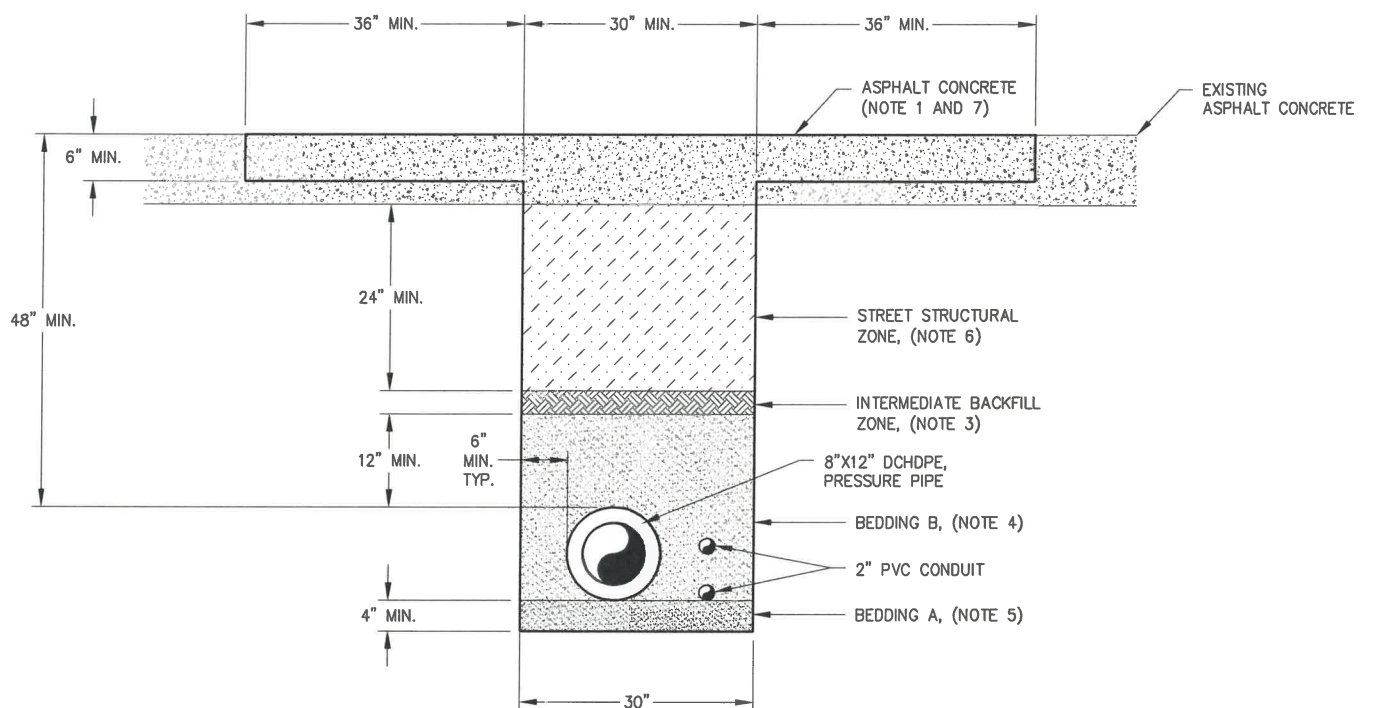
ISSUE

REV

CHK'D

PM

DATE



E	
C-6	C-4

F	
C-6	C-4

G	
C-6	C-4

C-6



NOTE:
REFER TO EXHIBIT B, C, D, AND E FOR TRENCH SECTION
LOCATIONS.

1. ASPHALT MIX DESIGN FOR THE BASE COURSE SHALL BE TYPE III/B-2-PG 64-10 ($\frac{3}{4}$ " COURSE) AND THE SURFACE COURSE SHALL BE TYPE III/C2-PG 64-10 ($\frac{1}{2}$ " COURSE), OR AS APPROVED BY THE CITY.
2. THE STREET STRUCTURAL ZONE SHALL BE REPLACED WITH 6" CLASS 2 AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION AND AN A.C. SECTION 1" THICKER THAN THE EXISTING SECTION (4" MIN).
3. THE INTERMEDIATE BACKFILL ZONE SHALL BE CLASS II AGGREGATE BASE AND PER SECTION 306-1.3 OF THE STANDARD SPECIFICATIONS, COMPACT LIFTS SHALL NOT EXCEED 8 INCHES IN HEIGHT. THE INTERMEDIATE BACKFILL ZONE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.
4. BEDDING B SHALL BE COMPOSED OF SAND OR OTHER GRANULAR MATERIAL AND SHALL HAVE A MINIMUM S.E. = 60, COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.
5. BEDDING A SHALL BE COMPOSED OF CLASS II AGGREGATE BASE OR SAND OR OTHER GRANULAR MATERIAL (MIN. S.E. = 60) COMPACTED TO 90% RELATIVE COMPACTION.
6. THE STREET STRUCTURAL ZONE SHALL BE REPLACED WITH 18" CLASS 2 AGGREGATE BASE COMPACTED TO 95% RELATIVE COMPACTION AND AN A.C. SECTION 1" THICKER THAN THE EXISTING SECTION OR 6" MINIMUM A.C., WHICHEVER IS GREATER.
7. THE FINAL A.C. CAP SHALL BE PLACED WITH A SELF-PROPELLED PAVING MACHINE OR AN APPROVED PAVING DEVICE.
8. ALL TRENCHING SHALL COMPLY WITH CITY OF FULLERTON STD. 312/313.

RAYTHEON COMPANY

FULLERTON, CALIFORNIA

GROUNDWATER REMEDIATION SYSTEM CONCEPTUAL TRENCH SECTION DETAILS

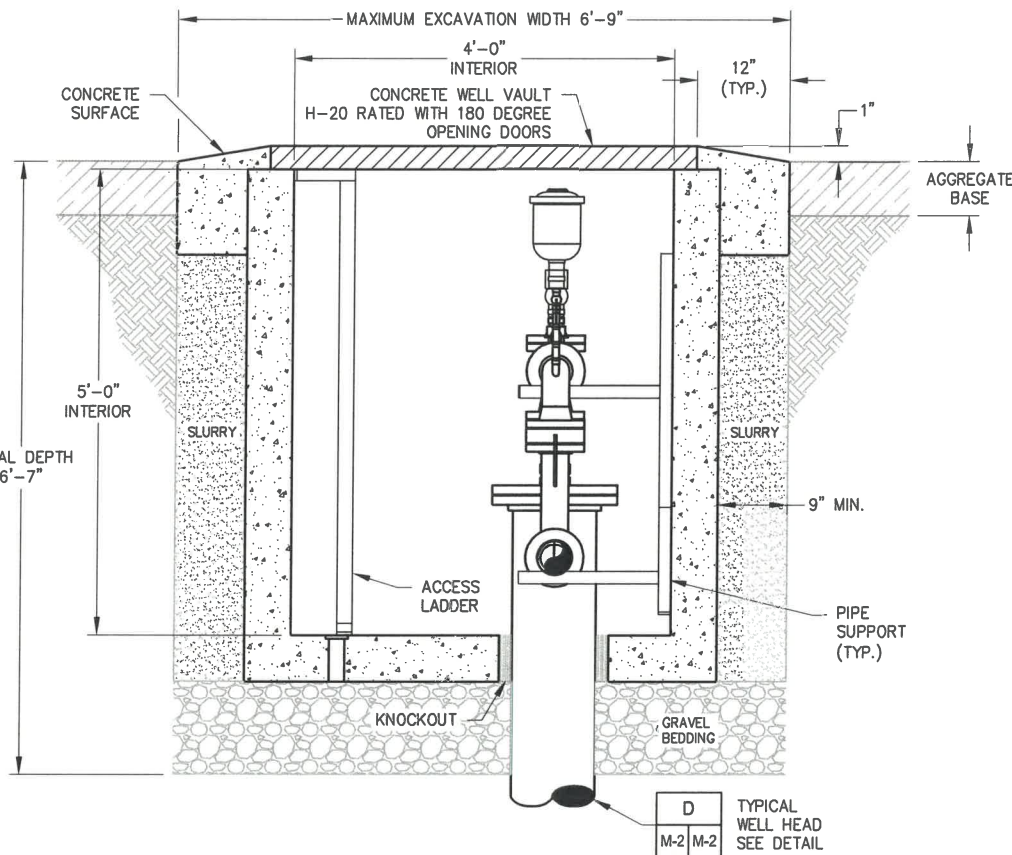
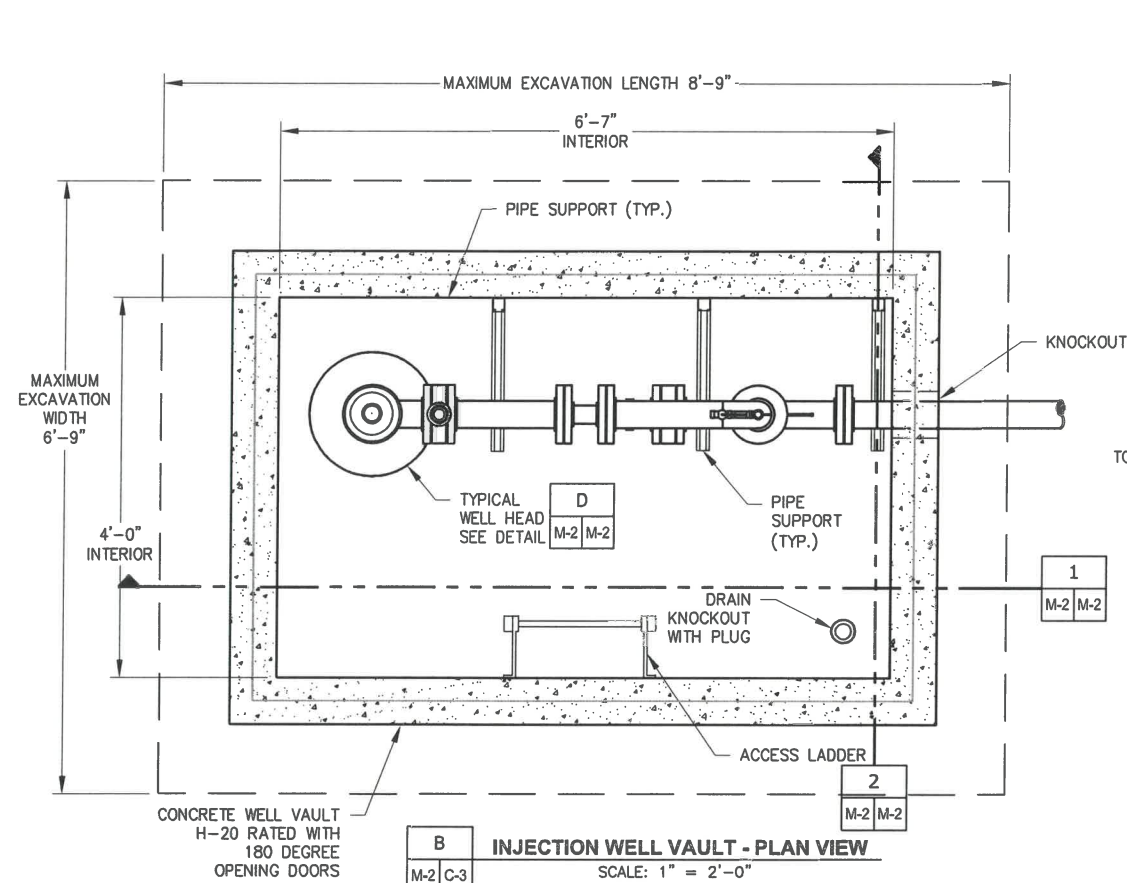
PROJECT NO: 532.60

FILENAME: 550-1141

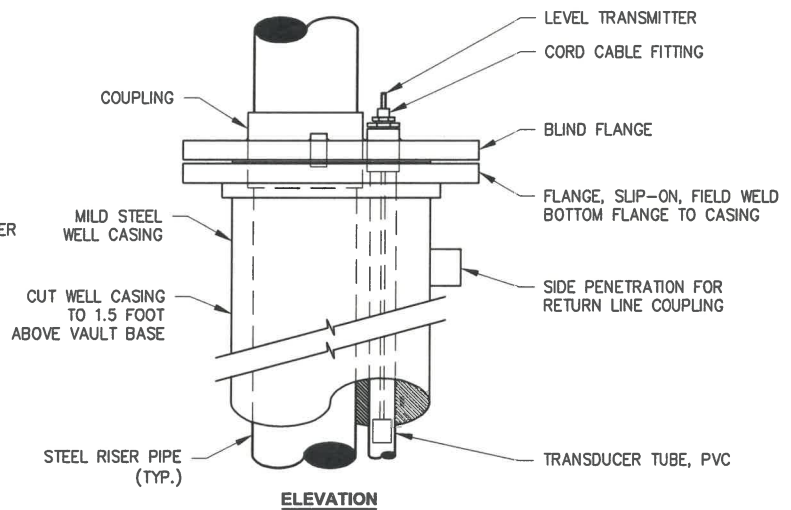
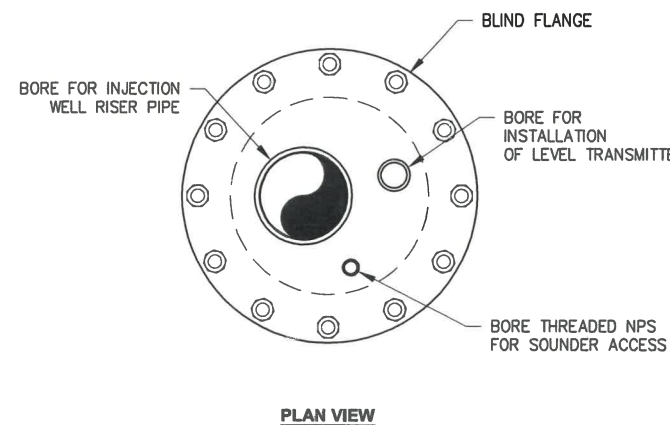
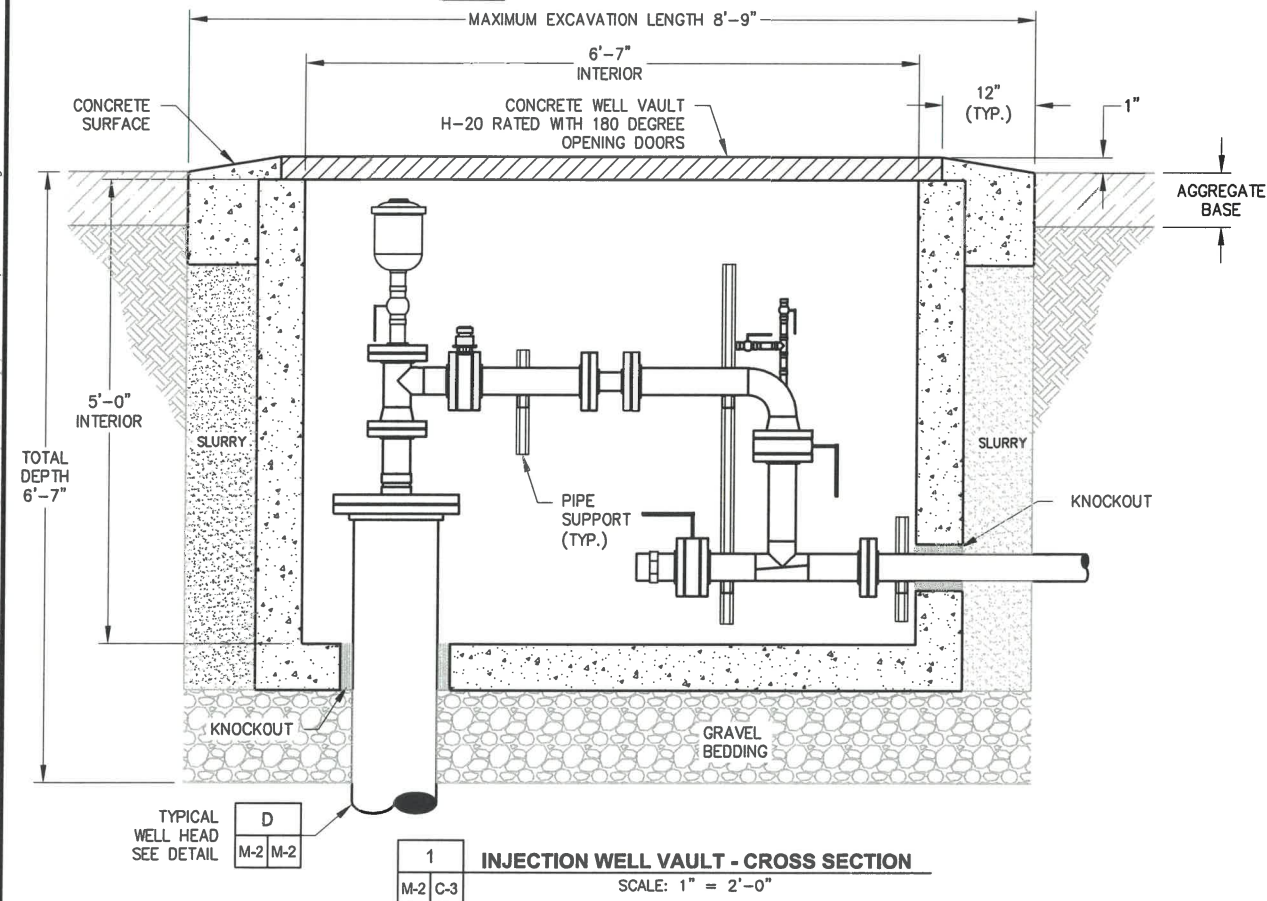
SHEET:

C-7

Oct 08, 2018 — 9:28am ESS — T:\2018\500-599\532 Raytheon\Engineering\Mechanical\570-0453.dwg



NOTE:
REFER TO EXHIBIT C FOR INJECTION WELL LOCATIONS.



D INJECTION WELL HEAD DETAIL (TYP.)

SCALE: N.T.S.

NOTES:

1. VAULT DIMENSIONS ARE APPROXIMATE. PIPING, CASING AND ASSOCIATED APPURTENANCES ARE INCLUDED FOR ILLUSTRATION PURPOSES AND ARE NOT NECESSARILY TO SCALE.

RAYTHEON COMPANY
FULLERTON, CALIFORNIA

GROUNDWATER REMEDIATION SYSTEM, THREE INCH DIAMETER PIPE INJECTION WELL VAULT (TYPICAL)

PROJECT NO: 532.60
FILENAME: 570-0453
SHEET:

M-2

HARGIS + ASSOCIATES, INC.
9171 TOWN CENTRE DRIVE, SUITE 375
SAN DIEGO, CA 92122
TEL (658) 455-8500
FAX (658) 455-8533

DATE: 10/5/18
SCALE:

REV
ISSUE
CHK'D
PM
DE
DATE

