

BOARD REPORTNO. 26-022DATE February 05, 2026C.D. 11**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DOCKWEILER STATE BEACH – APPROVAL OF (i) THE USE OF A PORTION OF PARK PROPERTY FOR A SUBTERRANEous FIBER-OPTIC CABLE SYSTEM, AND (ii) A THIRTY-YEAR NON-EXCLUSIVE EASEMENT AGREEMENT WITH VERO FIBER NETWORKS, LLC FOR SAID CABLE SYSTEM – CONSIDERATION OF THE ENVIRONMENTAL IMPACT REPORT, FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING AND REPORTING PROGRAM FOR THE LOS ANGELES TRANS-PACIFIC TELECOMMUNICATIONS CABLE HUB EIR (SCH NO. 2016101050) AND ITS ADDENDUM

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for* C. Santo Domingo DF
C. Stoneham _____ N. Williams _____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Grant approval for the use of a portion of park property under the jurisdiction of the City of Los Angeles, Department of Recreation and Parks (RAP) at Dockweiler State Beach, as further described in the Summary of this Report, for a proposed Fiber-Optic Cable System;
2. Approve the thirty-year non-exclusive Easement Agreement (Easement) with Vero Fiber Networks, LLC (VERO) for the use of approximately 900 linear feet of underground park property located at Dockweiler State Beach, substantially in the form set forth in Attachment No. 2, for the use and operation of subterranean conduit, subject to the approval of the City Attorney as to form and the approval of the City Council by ordinance;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Easement to the City Attorney and Council City;
4. Upon receipt of the necessary approvals, authorize the Board President and Secretary to execute the Easement;
5. Authorize RAP's Chief Financial Officer to accept VERO's second payment installment in the amount of \$87,500 to the appropriate sub-account in Fund 302 Department 89 Account 8970H;

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6. Concur with the City of Los Angeles Board of Public Works approval of the Addendum to the Certified Environmental Impact Report for the Los Angeles Trans Pacific Telecommunications Cable Hub dated June 17, 2024, and determine that no further documentation pursuant to the California Environmental Quality Act (CEQA) is required for the approval of the proposed project; and,
7. Authorize RAP staff to make any technical changes as necessary to carry out the intent of this Report.

SUMMARY

On April 17, 2025, the Board of Recreation and Park Commissioners (Board) approved Report No. 25-060 granting Vero Fiber Networks, LLC (VERO) permission to drill and install underground conduits over approximately 900 linear feet of underground park property along a portion of a RAP-owned parcel at Dockweiler State Beach. The Board also authorized RAP staff to negotiate a thirty-year non-exclusive Easement Agreement (Easement) for use of that property.

Due to time constraints, the project was split into two phases. During phase 1, VERO was issued Right of Entry (ROE) Permit No. 1451 to install the underground conduits. The ROE permit is included in this Report as Attachment No. 1. Phase 2, which is the subject of this Report, seeks to finalize the Easement between RAP and VERO for the purposes of installing, using, operating, maintaining, upgrading, repairing, modifying, relocating, and removing the fiber optic cable system and any related equipment at the specified location. No additional construction is needed at the project site as the cables will be pulled through the existing conduits. RAP will be compensated \$175,000 for this project, half of which was received after the approval of phase 1 of the project in Board Report 25-060. VERO agrees to provide RAP written notice within fifteen days of any significant activities to be undertaken at the site. VERO received a Coastal Development Permit authorizing this project on March 6, 2025, and is responsible for obtaining any other approvals and permits required at the federal, state, and local levels. Additional details on the Easement can be found within the agreement included in this Report as Attachment No. 2.

With the Board's approval of the proposed project and the terms indicated in the Easement Agreement, RAP staff with the assistance of the Office of the City Attorney shall execute the Easement, which will be forwarded to the City Council for approval.

TREES AND SHADE

The proposed project will have no impact on the existing trees and shade at Dockweiler State Beach.

ENVIRONMENTAL IMPACT

The action before the Board is part of a larger project: the construction of the Los Angeles Trans Pacific Telecommunications Cable Hub (TPTCH), to be installed at Dockweiler Beach. Specifically, this easement facilitates Phase III of the TPTCH.

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The original TPTCH project was adequately assessed by an Environmental Impact Report (EIR), a Findings and Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) (SCH No. 2016101050). On November 3, 2017, the Los Angeles City Council certified the EIR and approved the Findings and Statement of Overriding Considerations and the Monitoring and Reporting Program. A Notice of Determination (NOD) was filed with the Los Angeles County Clerk on November 3, 2017. The Board concurred with the City Council on February 7, 2018 (BR 18-028).

Phase III of the TPTCH adds one sub-sea transcontinental fiber optic cable line to the existing two lines which have already been installed and a new conduit on the land side, to connect the new fiber optic cable to a data center in El Segundo.

The Environmental Management Group (EMG) at Bureau of Engineering (BOE) assessed the proposed project and found that an Addendum to the Certified EIR prepared for the TPTCH would address any additional direct or indirect impact that the Phase III of the project would have on the environment.

An Addendum to a previously certified EIR is permitted under California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164 for projects where there are no substantial changes in the project or in circumstances surrounding the project, and where the project would not have new significant impacts or more severe impacts than those previously disclosed in the certified EIR.

The Addendum found that the findings in the Certified EIR, including all the mitigation measures listed in the MMRP, are applicable to the Phase III of the TPTCH and, with implementation of mitigation measures, Phase III would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Board of Public Works approved the Addendum on June 17, 2024.

As the construction of the Phase III has already occurred and the proposed easement provides VERO the legal tools to install, use, operate, maintain, upgrade, repair, modify, relocate, and remove a fiber optic cable system which has already been assessed according to CEQA, Staff recommends that the Board concur with the Board of Public Works determination and determine that no further CEQA documentation is required.

FISCAL IMPACT

There is no negative impact to RAP's General Fund related to this Easement Agreement. There will be a net gain of \$175,000 for the use of an underground portion of Dockweiler State Beach. These funds are to be used for the costs and activities related to the Real Estate and Environmental functions including but not limited to the due diligence work related to acquisitions, staffing, contractual services, and equipment.

This Report was prepared by Erika Campos, Management Analyst, Planning, Construction and Maintenance Branch.

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LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment 1 - Right of Entry (ROE) Permit No. 1451
- 2) Attachment 2 - Easement Agreement
- 3) Exhibit A - Legal Description
- 4) Exhibit B - Map Easement
- 5) Exhibit C - Signed - ROE Permit No. 1451
- 6) Exhibit D - Required Insurance

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2681

May 5, 2025

HP Communications Inc
Herb Wood
Project Manager
13341 Temescal Canyon Rd.
Corona, 92883 CA

**DOCKWEILER STATE BEACH – 12001 VISTA DEL MAR PLAYA DEL REY:
RIGHT-OF-ENTRY PERMIT AUTHORIZING HP COMMUNICATIONS INC TO ENTER
DOCKWEILER STATE BEACH TO INSTALL CONDUITS USING A TRENCHLESS METHOD –
PERMIT NO. 1451**

HERB WOOD:

The City of Los Angeles, Department of Recreation and Parks (Hereinafter referred to as **RAP**) hereby issues revocable Right-of-Entry, Permit No. 1451 to HP Communications Inc and its contractors (hereinafter referred to as **PERMITTEE**) for temporary access to Dockweiler State Beach. This Right-of-Entry Permit is granted between **RAP** and **PERMITTEE**. Said Permit will not become effective until proof of insurance is provided and Permit is properly executed and returned to **RAP** as noted.

Right-of-Entry, Permit No. 1451, is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The area covered under this Permit is **RAP** property known as Dockweiler State Beach. The work site is located at 12001 Vista Del Mar Playa Del Rey. Please see attached maps for reference of permitted area.

2. PERMISSION GRANTED

Permission is granted to the **PERMITTEE** and/or its contractor(s) to enter the Permit Area (see attached maps) to conduct at the Permit Area the following scope of work and other project related work as approved by **RAP** staff: HP Communications Inc was contracted by Vero Fiber Networks to install conduits along approximately 750 ft of **RAP** property using a trenchless method. Approximately 6 crew members, 1 pick-up truck, 1 horizontal directional drilling (HDD) rig, and 1 vacuum excavator truck will be utilized in the project. There will be no overnight staging.



3. PERMITS AND LICENSES

Prior to conducting or commencing any activities in the Permit Area as authorized under this Right-of-Entry (Permit), **PERMITTEE** shall obtain at its sole expense any and all permits, approvals or licenses that may be required in connection with any such activities including, but not limited to, any and all building permits, tax permits, business licenses, and health permits.

4. TERM

The term of this Permit shall be from May 7, 2025 to May 14, 2025. A request to extend the term or conditions of this Permit shall be made in writing to the person named in Condition No. 9 below and coordinated with Region staff.

This Permit can be terminated by **RAP** as listed in Condition No. 13.

5. HOURS OF OPERATION

In accordance with this Permit, the approved operating hours for the permitted work by **PERMITTEE** should be in accordance with scheduled hours of operation as designated and approved by Region staff. Any change or request regarding hours of operation must be requested per Condition No. 9 and approved by **RAP** staff.

6. RAP AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by **RAP** and cooperate fully with **RAP** staff in the performance of their duties.

Robert Buenrostro, Principal Grounds Maintenance Supervisor II, or his designee is the **RAP** Maintenance West representative for the permitted activities at the subject property.

Robert Buenrostro may be reached at: (213) 572-9816, email: robert.buenrostro@lacity.org. **PERMITTEE** shall coordinate all work with Robert Buenrostro or their designee upon receipt of this Permit.

Sonya Young-Jimenez, Superintendent, or her designee is the **RAP** West representative for the permitted activities at the subject property.

Sonya Young-Jimenez may be reached at: (213) 312-7966, email: sonya.young-jimenez@lacity.org. **PERMITTEE** shall coordinate all work with Sonya Young-Jimenez or their designee upon receipt of this Permit.

7. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of **RAP** shall have the right to enter the premises at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

8. MAINTENANCE OF PROPERTY

- A. **PERMITTEE** and/or its contractor(s) will be responsible for any damages or repairs caused during the permitted period.
- B. Upon completion of the work, it is understood that the **PERMITTEE** agrees to notify **RAP** of such work. Notification shall be made to the **RAP** representative designated in Condition No. 6.
- C. The **PERMITTEE** shall maintain the permitted premises in an orderly condition during the work period or term of agreement, including the protection of those existing facilities at the park that will not be impacted by the project in the Permit area.
- D. **PERMITTEE** shall not conduct any work in the Permit area until **RAP** staff is present at the indicated hours of operation.
- E. **PERMITTEE** shall take all necessary steps to ensure safety and abide by any/all Federal, State and/or Local regulations governing the use and operation of equipment, in the performance of approved work and ensure the protection and warning of any park user that could be in the area.

9. PERMIT NOTIFICATIONS

Should the **PERMITTEE** desire modifications to this Permit, time extensions of the Permit, or additional work to be performed, etc., request for said modifications and/or additions shall be submitted in writing to:

Attention: Rick Tonthat, Sr. Management Analyst II
City of Los Angeles, Department of Recreation and Parks
Planning, Maintenance & Construction Branch
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

Telephone: (213) 202-2608
Fax: (213) 202-2612

Or via email to: rick.tonthat@lacity.org

10. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore all **RAP** property that is damaged, moved or altered as a result of the permitted work at the permitted area to its original condition. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of **RAP**. Upon completion of the permitted work, **PERMITTEE** shall contact the **RAP** coordinator in Condition No. 6 to arrange a final **RAP** inspection of the completed project.

11. PERMITTEE CONTACT

PERMITTEE contact will be:

Name: Herb Wood
Phone No.: (951) 433 - 0380
Cell No.: (951) 433 - 0380
Email: Herbert.wood@hpcomminc.com

SECONDARY CONTACT will be:

Name: Jess Alden
Phone No.: (732) 756 - 1930
Cell No.: (732) 756 - 1930
Email: jalden@veronetworks.com

12. INDEMNIFICATION AND INSURANCE

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, **PERMITTEE** shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **PERMITTEE** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **PERMITTEE**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive expiration or termination of this Permit.

PERMITTEE is insured and shall additionally insure the City of Los Angeles for the coverages specified form, as a requirement of this Permit. **PERMITTEE** shall maintain, during the term of this Permit, evidence of insurance acceptable to CAO, Risk Management prior to **PERMITTEE** occupancy of the premises.

13. REVOCATION OF PERMIT

RAP may revoke this Permit at any time or if **PERMITTEE** does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, **PERMITTEE** shall return the property to its original condition and discontinue all work permitted under this Permit.

HP Communications Inc
Dockweiler State Beach
ROE Permit No. 1451
May 5, 2025
Page 5 of 6

14. ACCEPTANCE

Please indicate your acceptance of the foregoing in the signature block of this letter, and return the signed original copy to the **RAP** office noted in the letterhead.

Sincerely,

JIMMY KIM
General Manager

 For

DARRYL FORD
Superintendent
Planning, Maintenance, and Construction Branch

DF/RT/EC:ar

Attachment

ROE Permit No. 1451 Questionnaire
ROE Permit No. 1451 Site Map
ROE Permit No. 1451 EPADSS Map
ROE Permit No. 1451 Insurance

Cc: Darryl Ford, Superintendent, RAP
Rick Tonthat, Sr. Management Analyst II, RAP
Robert Buenrostro, Principal Grounds Maintenance Supervisor II, West Region
Sonya Young-Jimenez, Superintendent, West Region
Joe Losorelli, Chief Park Ranger

[SIGNATURE PAGE FOLLOWS]

HP Communications Inc
Dockweiler State Beach
ROE Permit No. 1451
May 5, 2025
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SIGNATURE EXECUTION

HP Communications Inc hereby accepts this Right-of-Entry, Permit No. 1451, and all conditions therein.

Herb wood

Permittee Signature

Herb Wood

Permittee Name (print)

5/5/2025

Date

PROJECT MANAGER

Title

COMMENCEMENT DATE and RAP PERMIT validation:

May 7, 2025

Commencement Date



Signature

Rick Tonthat

Printed Name

May 6, 2025

Date

Sr. Management Analyst II

Title

City of Los Angeles
Department of Recreation and Parks



Right of Entry (ROE) Questionnaire

PLEASE ALLOW A MINIMUM OF TWO (2) WEEKS TO PROCESS YOUR REQUEST.

ANY PROJECT OVER A YEAR IN TERM REQUIRES BOARD OF RECREATION AND PARKS COMMISSIONERS' APPROVAL.

Name of Person, Company, or Government Agency Requesting

Permittee Contact Information

The permittee is the organization conducting the work. In most cases, this would be the contractor.

Name		Title	
Address			
Phone		Cell	
Email		Other	

ROE Location

Please attach a site map with the project area clearly marked, including ingress and egress points.

Park Name	
Park Address	

Project Details

If you are unsure about your term dates, please provide your best estimate, allowing for a minimum of two weeks for processing. Reminder that any term over a year in length requires Board approval

Term Start		Term End	
Times of Operation			
Purpose or Scope of Work	<i>Include the number of people to be on site, number/type of vehicles or any other machinery. In general, the more details provided, the better.</i>		
Permittee Insurance			

Contact the City Administrator's Office (CAO) to process your insurance at [KwikComply](#)

Insured Name	
Policy Number	Certificate Approval Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2025

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

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186	CONTACT NAME: Gloria Bell	
	PHONE (A/C, No, Ext): 858-242-5779	FAX (A/C, No): 858-452-7530
INSURED HP Communications Inc. 13341 Temescal Canyon Road Corona, CA 92883	E-MAIL ADDRESS: Gloria.Bell@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
License#: 0H18131 HPCOMMU1	INSURER A: Greenwich Insurance Company	22322
	INSURER B: The Continental Insurance Company	35289
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Atlantic Specialty Insurance Company	27154
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2033037435

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGS745990904	7/15/2024	7/15/2025	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$10k Ded.	Y	Y	CAS742915801	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$ See Attached for	PROPERTY DAMAGE (Per accident)	\$ Hired Auto
								\$ Physical damage		
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072189359	7/15/2024	7/15/2025	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000
								\$		
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	CWG745990804	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- E.R. E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Deductible: N/A \$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
D	Contractors Equipment Floater - ACV			7100336610011	7/15/2024	7/15/2025	Scheduled: \$7,134,389 Rented: \$200,000 Item Deductible: \$2,500			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability - RSUI Indemnity Company #NHA601812, 07/15/2024 - 07/15/2025, \$5,000,000 XS \$10,000,000

RE: All operations of the named insured.

City of Los Angeles is included as Additional Insured per the attached. Coverage is primary and non-contributory. Waiver of subrogation applies. Notice of cancellation applies per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles & all of its Agencies, Boards & Departments
City Administrative Office
200 North Main Street, Rm 1240 CHE
Los Angeles CA 90012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gloria Bell

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ADDITIONAL REMARKS SCHEDULE

AGENCY	Marsh & McLennan Agency LLC	NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability

ADDITIONAL COVERAGE

Professional Liability

Carrier: Berkley Assurance Company

Policy #: PCADB50253960724

Term: 7/15/24 - 7/15/25

\$5,000,000 Each Claim Limit / \$5,000,000 Aggregate

\$25,000 Deductible Each Claim

Pollution Coverage

Carrier: Berkley Assurance Company

Policy #: PCADB50253960724

Term: 7/15/24 - 7/15/25

\$10,000,000 Each Claim Limit / \$10,000,000 Aggregate

\$50,000 Deductible Each Claim

Crime Coverage

Carrier: Travelers Cas & Surety Co of America

Policy #: 105983294

Term: 7/15/24 - 7/15/25

Employee Theft of Client Property: \$1,000,000; \$10,000 Retention

Fiduciary Limit: \$1,000,000; \$0 Retention

Installation Floater / Property Coverage

Carrier: Atlantic Specialty Insurance Company

Policy #: 7100336610011

Term: 7/15/24 - 7/15/25

Actual Cash Value

\$2,000,000 Limit w/ \$2,500 Deductible

Business Personal Property Coverage: \$556,600 Limit w/ \$1,000 Deductible

Business Interruption / Extra Expense Coverage: \$500,000 Limit

Cyber Liability

Carrier: Travelers Excess and Surplus Lines Company

Policy #: CYB10807181400

Term: 7/15/24 - 7/15/25

Aggregate Limit: \$1,000,000

Retention: \$25,000

Auto

Hired Auto Physical Damage (Comp. & Collision): \$100,000 Limit

Comp. Deductible: \$2,500; Collision Deductible: \$2,500

Hired / Borrowed Auto Liability: \$1,000,000 Limit

Non-Owned Auto Liability: \$1,000,000 Limit

Employment Practices Liability Insurance

Carrier: Associated Industries Insurance Co., Inc.

Policy #: ANV115282A

Term: 7/15/24 - 7/15/25

\$1,000,000 Limit

\$100,000 Deductible

Claims Made Policy

Prior and Pending Date: 7/25/2017

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ALL PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED HAS AGREED, BY WRITTEN CONTRACT EXECUTED PRIOR TO THE DATE OF THE OCCURRENCE, TO WAIVE RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

Where required by written contract

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

INSURED: HP Communications Inc.

POLICY #: CAS742915801

POLICY PERIOD: 07/15/2024

TO 07/15/2025

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HP Communications Inc.

Endorsement Effective Date: 07/15/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

INSURED: HP Communications Inc.

POLICY #: CWG745990804

POLICY PERIOD: 07/15/2024

TO 07/15/2025

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
--	--

City of Los Angeles & all of its
Agencies, Boards & Departments
City Administrative Office
200 North Main Street, Rm 1240 CHE

Los Angeles, CA 90012

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
City of Los Angeles & all of its Agencies, Boards & Departments 200 North Main Street, Rm 1240 CHE Los Angeles, CA 90012	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM

Dockweiler State Beach – ROE
Permit No. 1451



Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

© City of Los Angeles, Department of Recreation and Parks



SCALE 1: 2,257

NOTES

0 Miles

Printed: 04/24/2025





Work within road prism of S Marine Ave: ingress/egress through Dockweiler Beach entrance

12ft wide x 20ft long work area with 3ft x 5ft bore pit

Proposed Conduit Path

12ft x 20ft work area with 3ft x 5ft bore pit

Work on grass: ingress/egress from S Marine Ave along proposed conduit path, as needed

Dockweiler 56 Lifeguard Tower

Dockweiler Beach
Beachfronts & plane watching

This page is part of your document – DO NOT DISCARD

THIS FORM IS NOT TO BE DUPLICATED

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:

NAME: VERO FIBER NETWORKS, LLC
CHIEF LEGAL OFFICER, WITH A COPY TO THE CEO

MAILING 1023 WALNUT STREET
BOULDER, CO 80302

TELEPHONE: (970) 230-8376

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE
FIBER OPTIC CABLE EASEMENT

RECORDED AT THE REQUEST OF AND
WHEN RECORDED MAIL TO:

Department of Recreation and Parks
General Manager
221 North Figueroa Street, Room 350
Los Angeles, CA 90012
Telephone: (213) 202-2633
Facsimile: (213) 202-2614

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIBER OPTIC CABLE EASEMENT

THE CITY OF LOS ANGELES, hereinafter referred to as Grantor, for the consideration specified in this Easement Agreement, does hereby grant to **VERO FIBER NETWORKS, LLC**, and its successors and assigns, hereinafter referred to as Grantee, a non-exclusive easement for fiber optic cable purposes.

RECITALS

A. Pursuant to a condemnation action concluded on or about December 30, 1947, Grantor owns all the right, title, and interest in and to that certain parcel of land commonly referred to as Assessor's Parcel No. 4129-001-901 ("Grantor's Parcel").

B. Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee the non-exclusive rights to use certain portions of the lands described above and as more particularly described in Section 1 below, for the purpose of a fiber optic cable system, subject to and on the terms and conditions set forth in this Easement Agreement.

C. Said fiber optic cable system crosses the properties of other public agencies, including the State of California, and Grantee or its agents or contractors will obtain property interests from those agencies in connection with the project.

D. Construction for Grantee's fiber optic cable system on Grantor's Parcel was completed following the issuance of a Right of Entry permit from Grantor to Grantee, a copy of which is attached hereto as Exhibit C, and payment from Grantee to Grantor the sum of \$87,500.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. FIBER OPTIC CABLE EASEMENT

Grantor for itself and for its successors and assigns, hereby grants, establishes and conveys to Grantee, its successors and assigns a non-exclusive easement (the "**Cable Easement**") along, over, under and across the property described in Exhibit A (the "**Cable Easement Area**") and shown in the diagram attached as Exhibit B for the purposes of installing, using, operating, maintaining, upgrading, repairing, modifying, relocating and removing the fiber optic cable system and any related appurtenances and equipment (collectively, the "**Cable**"). The fiber optic cable system shall be buried to the extent described in the Final Environmental Impact Report prepared for the Cable project. Grantor also grants to Grantee access to, over and across

the Cable Easement Area to the extent reasonably necessary to effectuate any of the purposes for which this Cable Easement is granted. The Cable shall be laid (or relocated, if necessary) within reasonable proximity to the locations described in Exhibit A. Additionally, the parties agree that the description of the Cable Easement Area will be conformed to match a centerline identified by the precise location of the Cable disclosed by the "as built" survey required in Section 7.

2. TERM

Except as otherwise provided herein, the term of this Cable Easement is thirty (30) years (the "**Term**"), beginning on _____, 2026 (the "**Commencement Date**") unless terminated sooner pursuant to the provisions of Section 4.

3. COMPENSATION FOR EASEMENT AND ASSOCIATED CONSTRUCTION EASEMENT.

In exchange for those rights granted Grantee under this Easement Agreement, within sixty (60) days of the Commencement Date Grantee shall pay to Grantor the sum of eighty-seven thousand five hundred dollars (\$87,500).

4. DEFAULT AND TERMINATION

Any material failure to comply with a material term of this Easement Agreement shall be considered a material breach of this agreement. The party aggrieved by such breach may deliver a Notice of Default to the party in breach specifying such noncompliance and the appropriate cure. If the breach has not been corrected within a period of 120 days after receipt of the Notice of Default, or in the case of breach of an obligation to pay money or to maintain required insurance in full force and effect, within thirty (30) days after receipt of the Notice of Default, then the aggrieved party may terminate this Easement Agreement. Provided however, if the breach cannot reasonably be corrected in the applicable above-referenced periods after receipt of the Notice of Default, then the aggrieved party may not terminate this Cable Easement if the breaching party begins to correct such noncompliance within the applicable number of days after receipt of the Notice of Default and diligently pursues corrective measures to completion.

5. NON-EXCLUSIVITY AND NON-INTERFERENCE

Grantee acknowledges that the Cable Easement is non-exclusive. However, Grantor may not lease, convey, or encumber the Cable Easement Area to third parties for facilities or improvements that may cross over or under Grantee's Cable except upon written approval of Grantee. Grantee shall approve any request to lease, convey or encumber the Cable Easement Area within thirty (30) days of receipt if Grantee reasonably determines that the proposed use of the Easement Area will not be inconsistent with the Cable Easement, incompatible with the Cable Easement or interfere with Grantee's use of the Cable Easement Area, including, without limitation, Grantee's ability to maintain and repair the Cable, as described in this Easement Agreement.

6. PERMITS AND OTHER APPROVALS

This Easement Agreement shall not become effective unless and until Grantee receives a Coastal Development Permit and any additional approvals and permits required from the California Coastal Commission, and all other federal, state and local approvals and permits required to construct and operate the Cable. This Easement Agreement does not grant authority to engage in any prohibited activity or regulated activity in a manner that would violate an

applicable approval or permit. Failure to comply with this Section 6 will be considered a material breach of the Easement Agreement subject to termination under Section 4.

7. AS BUILT DRAWINGS

Within six (6) months after installation of the Cable, Grantee shall provide Grantor with an "as built" survey and drawings in a form reasonably satisfactory to Grantor, for the purpose of establishing a final Cable Easement Area as provided in Section 1.

8. NOTIFICATION OF MAINTENANCE ACTIVITIES

Except in cases of emergency, Grantee shall provide Grantor with fifteen (15) days written notice of any significant activities to be undertaken by Grantee in the Cable Easement Area after the Commencement Date. In cases of emergency, including, without limitation, a fault in the Cable, Grantee shall notify Grantor of such activity conducted within or affecting the Cable Easement Area no later than twenty-four (24) hours after such activity is commenced. "Significant activity" means any maintenance or other activity (other than entry to and exit from the Cable Easement Area) that will be readily noticeable from surrounding property.

9. REPAIR OF DAMAGE

Grantee shall promptly repair, at its sole cost, all damages to any improvements which damages are caused directly by Grantee's activities. All work performed by Grantee shall be completed in a careful and workman like manner to Grantor's reasonable satisfaction, free of any claims or liens. Upon completion of any work performed by Grantee, Grantee shall restore the Cable Easement Area and the Construction Easement Area, as nearly as possible, to their condition prior to commencement of the Cable construction.

10. HAZARDOUS SUBSTANCES

Grantee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Cable Easement Area or the Construction Easement Area, except in accordance with all applicable laws. In the event that during the construction and installation of the Cable, Hazardous Waste is discovered in the Cable Easement Area or the Construction Easement Area in any amount that would require remediation, and if such Hazardous Waste was not deposited in the subject Easement Area by Grantee, then Grantor shall promptly agree to any reasonable revision to the description of the subject Easement Area requested by Grantee in order to avoid further contact by the Cable or Grantee with such Hazardous Waste.

For the purposes of this Section, Hazardous Substances shall have the meaning given such term in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., and applicable California law and the regulations promulgated thereunder. Also for the purposes of this Section, Hazardous Substances shall mean any hazardous, toxic, or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in (or for the purposes of) any existing or future local, State or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; CERCLA, 42 U.S.C. § 9601 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous

Materials Transportation Act, 49 U.S.C. App. § 1802 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.

11. REMOVAL OF FACILITIES

Following the expiration of the Term or any earlier termination of the Cable Easement pursuant to Section 4, Grantee may take one of the following alternative actions:

First, abandon the Cable in place, in which case Grantee shall cause to be executed, acknowledged, and delivered to Grantor such instruments as Granter may require in order to convey ownership of the Cable to Grantor without payment of compensation or consideration of any kind.

Second, at its expense, remove the Cable from the Cable Easement Area and restore the Cable Easement Area to its prior condition within a reasonable period of time specified by Grantor. Upon the request of Grantor, Grantee shall procure and file with Grantor a surety bond to secure the removal of the Cable and restoration of the Easement Area. The bond shall be issued by a surety authorized to do business in California and acceptable to Grantor and shall be in an amount mutually agreed upon by the Parties to reflect the cost of removal of the Cable.

12. INDEMNIFICATION

Except for the active negligence or willful misconduct of Grantor, or any of its boards, officers, agents, employees, assigns and successors in interest, Grantee shall defend, indemnify and hold harmless Grantor and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorneys' fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by Grantor, including but not limited to, costs of experts. and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Grantee, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Grantor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Easement Agreement. This provision will survive expiration or termination of this Easement Agreement.

13. GRANTOR'S MAINTENANCE ACTIVITIES

In the event that Grantor must conduct maintenance, repair or other underground activities in or near the Cable, Grantor may notify Grantee and Grantee shall provide a monitor to guide any activity in a manner that will avoid interference with the Cable.

14. INSURANCE

During the term of this Easement Agreement and without limiting Grantee's obligation to indemnify, hold harmless and defend Grantor, Grantee shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit D hereto). The insurance must: (1) conform to Grantor's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit D hereto); and (3) otherwise be in a form acceptable to the Office of

the City Administrative Officer, Risk Management. Grantee shall comply with all Insurance Contractual Requirements shown on Exhibit D hereto. Exhibit D is hereby incorporated by reference and made a part of this Easement Agreement.

15. NOTICES

Notices, consents, requests and other communications required or permitted by this Easement Agreement shall be in writing and shall be deemed duly given by one party and received by the other party when: (a) personally delivered; (b) sent by United States mail, postage prepared, certified mail, return receipt requested, and actually received by, or rejected by, the party to whom it is addressed, or (c) delivered via a nationally recognized overnight delivery service. The notice shall be addressed to the applicable party at the respective address set forth below:

For Grantee:	Pamela Moore Chief Executive Officer Vero Fiber Networks, LLC 1023 Walnut Street Boulder, CO 80302
With a copy to:	Gregg Strumberger Chief Legal Officer Vero Networks, LLC 1023 Walnut Street Boulder, CO 80302
For Grantor:	City of Los Angeles Board of Recreation and Park Commissioners 221 North Figueroa Street, Room 300 Los Angeles, CA 90012 Telephone: (213) 202-2640 Fax machine: (213) 202-2610
With a copy to:	Department of Recreation and Parks General Manager 221 North Figueroa Street, Room 350 Los Angeles, CA 90012 Telephone: (213) 202-2633 Fax machine: (213) 202-2614
With a copy to:	Office of the City Attorney Real Property/Environment Division 700 City Hall East, 200 North Main Street Los Angeles, CA 90012 Fax machine: (213) 978-8090

Any party may change its address by notifying the other party in accordance with the procedure set forth above.

16. ASSIGNMENT BY GRANTEE

Upon written notice submitted to Grantor not less than thirty (30) days subsequent to each transfer or assignment, the rights and obligations of Grantee pursuant to this Easement Agreement may be transferred or assigned from time to time during the Term. Any such transfer or assignment shall be subject to the provisions of this Section and the controls and limitations contained herein.

Concurrently with the submission of the notice of impending transfer or assignment by Grantee, Grantee shall submit to Grantor: (a) a fully executed instrument, in form and content reasonably acceptable to Grantor, pursuant to which the transferee expressly assumes and agrees for the benefit of the Grantor to perform the obligations of Grantee under these easements, and (b) an acknowledgment, in form and content reasonably acceptable to Grantor and executed by the transferee, pursuant to which the transferee acknowledges that the transferee has read and understands this Agreement and all of the provisions hereof. Grantor agrees to pre-approve any form of proposed instruments submitted by Grantee provided that the form is reasonably acceptable to Grantor.

In addition to the notice referred to above, Grantee shall submit written notice to Grantor upon the consummation of any such transfer or assignment and shall include in such notice a fully executed copy (showing all recordation information for any recordable documents) of the instrument(s) by which the transfer or assignment was affected.

If Grantee transfers or assigns its interest in this Easement Agreement and complies with the provisions of this Section, Grantee shall be released from its obligations under this Easement Agreement provided that Grantor reasonably determines that Grantee's assignee is reasonably capable of fulfilling the obligations of this Easement Agreement. Grantor shall provide notice to Grantee of its determination within sixty (60) days after receiving notice from Grantee of the transfer or assignment. If Grantor fails to provide such notice within that sixty (60) day period, then Grantee shall provide Grantor with a final request for release. Grantor shall then provide Grantee with notice of its determination within fifteen (15) days of receiving such final request. If Grantor fails to provide such notice within such fifteen (15) day period, then the assignee shall be deemed accepted by Grantor and Grantee shall be released from its obligations under this Easement Agreement.

17. LIMITATION OF LIABILITY

In no event shall Grantor be liable to Grantee for lost profits, special damages, incidental damages, indirect damages, consequential damages or any other damages of any kind whatsoever beyond direct damages, which direct damages would include the cost of remedial repairs.

In no event shall Grantee be liable to Grantor for lost profits, special damages, incidental damages, indirect damages, consequential damages or any other damages of any kind whatsoever beyond direct damages, which direct damages would include the cost of remedial repairs.

18. GOVERNING LAW

This Easement Agreement shall be interpreted under and governed by the laws of the State of California.

19. INTEGRATION CLAUSE

This Easement Agreement sets forth the entire agreement of the parties with respect to the Cable Easement and Construction Easement and all prior negotiations, representations, warranties and discussions are superseded by the provisions of this Easement Agreement.

20. MODIFICATION

This Easement Agreement may be amended or modified only by a written instrument executed and acknowledged by the parties or their successors-in-interest and recorded in the Official Records of Los Angeles County, California.

21. COMPLIANCE WITH LAWS

Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, orders, or requirements of any public authority concerning the Cable. Upon request, Grantee shall supply Grantor with copies of permits or orders within 5 business days of the request.

22. WAIVER

No term, covenant, or condition of this document and no default or breach of any such term, covenant or condition shall be deemed to have been waived by either party's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged in writing. Furthermore, no such waiver shall be deemed to be a waiver of any other term, covenant or condition or any other default or breach of any term, covenant or condition of this document.

23. TIME

Time is of the essence for each and all of the terms, covenants, and conditions in which time of performance is a factor.

24. SEVERABILITY

If any term, covenant or condition of the Cable Easement or the Construction Easement is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

25. COUNTERPARTS

This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. AUTHORITY

The persons signing below warrant that they have authority to bind the party on whose behalf they are executing this Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date hereafter affixed.

GRANTEE:
Vero Fiber Networks, LLC

By: _____

Its: _____

Date: _____

GRANTOR:
City of Los Angeles

By: _____

Its: _____

Date:

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS, Grantor herein, and the VERO FIBER NETWORKS, LLC, Grantee herein, have caused this Easement Agreement to be executed as of the date of the attestation by the City Clerk.

Executed this _____ day
of _____, 2026

THE CITY OF LOS ANGELES, a municipal Corporation, acting by and through its BOARD OF RECREATION AND PARKS COMMISSIONERS

By:

President

By: _____
Secretary

Executed this _____ day
of _____, 2026

Vero Fiber Networks, LLC

By: _____
Pamela Moore
Chief Executive Officer

Approved as to Form

Date: _____

Hydee Feldstein Soto
City Attorney

By: _____
Deputy City Attorney

ATTEST

Date: _____

Petty Santos, Interim City Clerk

By: _____
Deputy City Clerk

Council File Number: _____ Date of Approval: _____
Said Agreement is Number _____ of City Contracts

EXHIBIT A
CABLE EASEMENT AREA
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF THAT PORTION OF THE LAND DESCRIBED IN A GRANT DEED RECORDED ON AUGUST 1, 1929, IN BOOK 8175, PAGE 209, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF LOS ANGELES, WITHIN SECTION 3, TOWNSHIP 3 SOUTH, RANGE 15 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING 1.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 3, SAID SOUTHERLY LINE BEING COMMON WITH THE CENTERLINE OF IMPERIAL HIGHWAY, 112.00 FEET WIDE, AS SHOWN ON CITY ENGINEER'S FIELD BOOK 087-153, PAGE 110, IN THE OFFICE OF THE CITY ENGINEER, OF THE CITY OF LOS ANGELES, WITH THE WESTERLY RIGHT OF WAY LINE OF THAT PORTION OF VISTA DEL MAR LYING NORTHERLY OF SAID SOUTHERLY LINE OF SECTION 3, HAVING A WESTERLY HALF WIDTH OF 60.00 FEET, AS SHOWN ON SAID CITY ENGINEER'S FIELD;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 22° 27' 02" WEST A, A DISTANCE OF 171.64 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, NORTH 39° 10' 19" WEST, A DISTANCE OF 36.02 FEET;

THENCE NORTH 35° 48' 32" WEST, A DISTANCE OF 120.05 FEET;

THENCE NORTH 34° 21' 17" WEST, A DISTANCE OF 47.62 FEET;

THENCE NORTH 19° 41' 09" WEST, A DISTANCE OF 36.54 FEET;

THENCE NORTH 22° 22' 43" WEST, A DISTANCE OF 471.41 FEET TO THE NORTHERLY LINE OF LAND DESCRIBED IN SAID GRANT DEED RECORDED ON AUGUST 1, 1929 IN BOOK 8175, PAGE 209, OF OFFICIAL RECORDS, SAID LINE ALSO BEING PARALLEL WITH SAID SOUTHERLY LINE OF SECTION 3, SAID POINT ALSO BEING THE **POINT OF TERMINATION** OF THIS DISCRIPTION.

THE SIDELINES OF THE ABOVE DISCRIBED PARCEL OF LAND, TO BE EXTENDED OR SHORTENED TO TERMINATE NORTHERLY AT AFOREMENTIOND NORTHERLY LINE OF LAND DESCRIBED IN SAID GRANT DEED RECORDED IN BOOK 8175, PAGE 209, AND TO TERMINATE SOUTHEASTERLY AT AFORMENTIONED WESTERLY RIGHT OF WAY LINE OF VISTA DEL MAR.

CONTAINING 2,135 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:


WILLIAM R. KNIGHT, PLS 6810
12/09/2025
DATE



EXHIBIT B
CABLE EASEMENT DIAGRAM

EXHIBIT "B"

MAP EASEMENT DEDICATION

TO BE DEDICATED

AREAS:
DEDICATION AREA: 2,135± SQ. FT.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N39°10'19"W	36.02'
L2	N35°48'32"W	120.05'
L3	N34°21'17"W	47.62'
L4	N19°41'09"W	36.54'



SHEET 1 OF 1



SCALE: 1"-200'

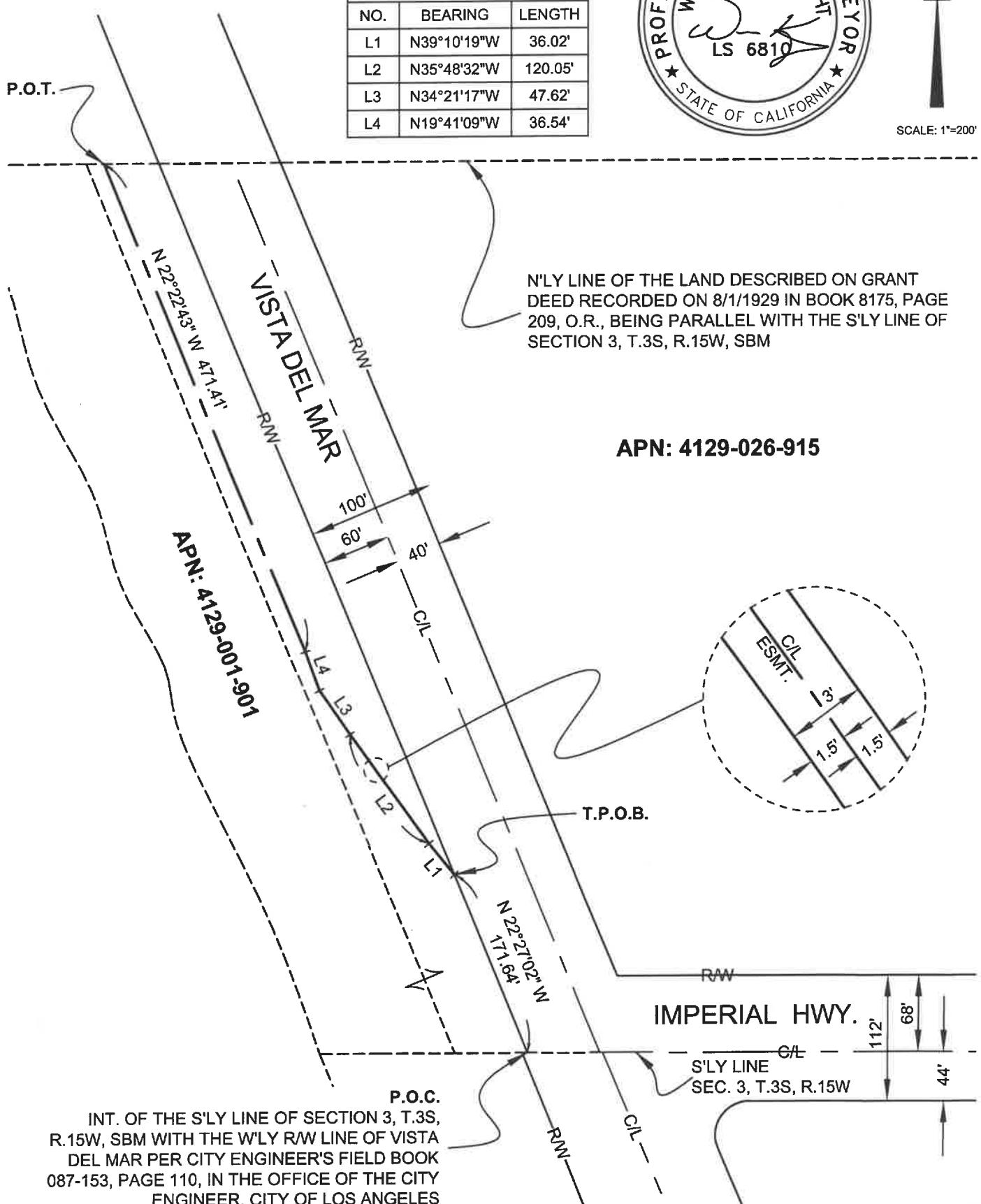


EXHIBIT C
RIGHT OF ENTRY PERMIT FOR CONSTRUCTION OF FIBER OPTIC CABLE
SYSTEM



KAREN BASS
MAYOR

May 5, 2025

HP Communications Inc
Herb Wood
Project Manager
13341 Temescal Canyon Rd.
Corona, 92883 CA

**DOCKWEILER STATE BEACH – 12001 VISTA DEL MAR PLAYA DEL REY:
RIGHT-OF-ENTRY PERMIT AUTHORIZING HP COMMUNICATIONS INC TO ENTER
DOCKWEILER STATE BEACH TO INSTALL CONDUITS USING A TRENCHLESS METHOD –
PERMIT NO. 1451**

HERB WOOD:

The City of Los Angeles, Department of Recreation and Parks (Hereinafter referred to as **RAP**) hereby issues revocable Right-of-Entry, Permit No. 1451 to HP Communications Inc and its contractors (hereinafter referred to as **PERMITTEE**) for temporary access to Dockweiler State Beach. This Right-of-Entry Permit is granted between **RAP** and **PERMITTEE**. Said Permit will not become effective until proof of insurance is provided and Permit is properly executed and returned to **RAP** as noted.

Right-of-Entry, Permit No. 1451, is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The area covered under this Permit is **RAP** property known as Dockweiler State Beach. The work site is located at 12001 Vista Del Mar Playa Del Rey. Please see attached maps for reference of permitted area.

2. PERMISSION GRANTED

Permission is granted to the **PERMITTEE** and/or its contractor(s) to enter the Permit Area (see attached maps) to conduct at the Permit Area the following scope of work and other project related work as approved by **RAP** staff: HP Communications Inc was contracted by Vero Fiber Networks to install conduits along approximately 750 ft of **RAP** property using a trenchless method. Approximately 6 crew members, 1 pick-up truck, 1 horizontal directional drilling (HDD) rig, and 1 vacuum excavator truck will be utilized in the project. There will be no overnight staging.



3. PERMITS AND LICENSES

Prior to conducting or commencing any activities in the Permit Area as authorized under this Right-of-Entry (Permit), **PERMITTEE** shall obtain at its sole expense any and all permits, approvals or licenses that may be required in connection with any such activities including, but not limited to, any and all building permits, tax permits, business licenses, and health permits.

4. TERM

The term of this Permit shall be from May 7, 2025 to May 14, 2025. A request to extend the term or conditions of this Permit shall be made in writing to the person named in Condition No. 9 below and coordinated with Region staff.

This Permit can be terminated by **RAP** as listed in Condition No. 13.

5. HOURS OF OPERATION

In accordance with this Permit, the approved operating hours for the permitted work by **PERMITTEE** should be in accordance with scheduled hours of operation as designated and approved by Region staff. Any change or request regarding hours of operation must be requested per Condition No. 9 and approved by **RAP** staff.

6. RAP AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by **RAP** and cooperate fully with **RAP** staff in the performance of their duties.

Robert Buenrostro, Principal Grounds Maintenance Supervisor II, or his designee is the **RAP** Maintenance West representative for the permitted activities at the subject property.

Robert Buenrostro may be reached at: (213) 572-9816, email: robert.buenrostro@lacity.org. **PERMITTEE** shall coordinate all work with Robert Buenrostro or their designee upon receipt of this Permit.

Sonya Young-Jimenez, Superintendent, or her designee is the **RAP** West representative for the permitted activities at the subject property.

Sonya Young-Jimenez may be reached at: (213) 312-7966, email: sonya.young-jimenez@lacity.org. **PERMITTEE** shall coordinate all work with Sonya Young-Jimenez or their designee upon receipt of this Permit.

7. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of **RAP** shall have the right to enter the premises at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

8. MAINTENANCE OF PROPERTY

- A. **PERMITTEE** and/or its contractor(s) will be responsible for any damages or repairs caused during the permitted period.
- B. Upon completion of the work, it is understood that the **PERMITTEE** agrees to notify **RAP** of such work. Notification shall be made to the **RAP** representative designated in Condition No. 6.
- C. The **PERMITTEE** shall maintain the permitted premises in an orderly condition during the work period or term of agreement, including the protection of those existing facilities at the park that will not be impacted by the project in the Permit area.
- D. **PERMITTEE** shall not conduct any work in the Permit area until **RAP** staff is present at the indicated hours of operation.
- E. **PERMITTEE** shall take all necessary steps to ensure safety and abide by any/all Federal, State and/or Local regulations governing the use and operation of equipment, in the performance of approved work and ensure the protection and warning of any park user that could be in the area.

9. PERMIT NOTIFICATIONS

Should the **PERMITTEE** desire modifications to this Permit, time extensions of the Permit, or additional work to be performed, etc., request for said modifications and/or additions shall be submitted in writing to:

Attention: Rick Tonthat, Sr. Management Analyst II
City of Los Angeles, Department of Recreation and Parks
Planning, Maintenance & Construction Branch
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

Telephone: (213) 202-2608
Fax: (213) 202-2612

Or via email to: rick.tonthat@lacity.org

10. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore all **RAP** property that is damaged, moved or altered as a result of the permitted work at the permitted area to its original condition. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of **RAP**. Upon completion of the permitted work, **PERMITTEE** shall contact the **RAP** coordinator in Condition No. 6 to arrange a final **RAP** inspection of the completed project.

11. PERMITTEE CONTACT

PERMITTEE contact will be:

Name: Herb Wood
Phone No.: (951) 433 - 0380
Cell No.: (951) 433 - 0380
Email: Herbert.wood@hpcomminc.com

SECONDARY CONTACT will be:

Name: Jess Alden
Phone No.: (732) 756 - 1930
Cell No.: (732) 756 - 1930
Email: jalden@veronetworks.com

12. INDEMNIFICATION AND INSURANCE

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, **PERMITTEE** shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **PERMITTEE** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **PERMITTEE**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive expiration or termination of this Permit.

PERMITTEE is insured and shall additionally insure the City of Los Angeles for the coverages specified form, as a requirement of this Permit. **PERMITTEE** shall maintain, during the term of this Permit, evidence of insurance acceptable to CAO, Risk Management prior to **PERMITTEE** occupancy of the premises.

13. REVOCATION OF PERMIT

RAP may revoke this Permit at any time or if **PERMITTEE** does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, **PERMITTEE** shall return the property to its original condition and discontinue all work permitted under this Permit.

HP Communications Inc
Dockweiler State Beach
ROE Permit No. 1451
May 5, 2025
Page 5 of 6

14. ACCEPTANCE

Please indicate your acceptance of the foregoing in the signature block of this letter, and return the signed original copy to the **RAP** office noted in the letterhead.

Sincerely,

JIMMY KIM
General Manager

 For

DARRYL FORD
Superintendent
Planning, Maintenance, and Construction Branch

DF/RT/EC:ar

Attachment

ROE Permit No. 1451 Questionnaire
ROE Permit No. 1451 Site Map
ROE Permit No. 1451 EPADSS Map
ROE Permit No. 1451 Insurance

Cc: Darryl Ford, Superintendent, RAP
Rick Tonthat, Sr. Management Analyst II, RAP
Robert Buenrostro, Principal Grounds Maintenance Supervisor II, West Region
Sonya Young-Jimenez, Superintendent, West Region
Joe Losorelli, Chief Park Ranger

[SIGNATURE PAGE FOLLOWS]

HP Communications Inc
Dockweiler State Beach
ROE Permit No. 1451
May 5, 2025
Page 6 of 6

SIGNATURE EXECUTION

HP Communications Inc hereby accepts this Right-of-Entry, Permit No. 1451, and all conditions therein.

Herb wood

Permittee Signature

Herb Wood

Permittee Name (print)

5/5/2025

Date

PROJECT MANAGER

Title

COMMENCEMENT DATE and RAP PERMIT validation:

May 7, 2025

Commencement Date



Signature

Rick Tonthat

Printed Name

May 6, 2025

Date

Sr. Management Analyst II

Title

City of Los Angeles
Department of Recreation and Parks



Right of Entry (ROE) Questionnaire

PLEASE ALLOW A MINIMUM OF TWO (2) WEEKS TO PROCESS YOUR REQUEST.

ANY PROJECT OVER A YEAR IN TERM REQUIRES BOARD OF RECREATION AND PARKS COMMISSIONERS' APPROVAL.

Name of Person, Company, or Government Agency Requesting

Permittee Contact Information

The permittee is the organization conducting the work. In most cases, this would be the contractor.

Name		Title	
Address			
Phone		Cell	
Email		Other	

ROE Location

Please attach a site map with the project area clearly marked, including ingress and egress points.

Park Name	
Park Address	

Project Details

If you are unsure about your term dates, please provide your best estimate, allowing for a minimum of two weeks for processing. Reminder that any term over a year in length requires Board approval

Term Start		Term End	
Times of Operation			
Purpose or Scope of Work	<i>Include the number of people to be on site, number/type of vehicles or any other machinery. In general, the more details provided, the better.</i>		

Permittee Insurance

Contact the City Administrator's Office (CAO) to process your insurance at [KwikComply](#)

Insured Name	
Policy Number	Certificate Approval Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2025

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

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186	CONTACT NAME: Gloria Bell	
	PHONE (A/C, No, Ext): 858-242-5779	FAX (A/C, No): 858-452-7530
INSURED HP Communications Inc. 13341 Temescal Canyon Road Corona, CA 92883	E-MAIL ADDRESS: Gloria.Bell@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
License#: 0H18131 HPCOMMU1	INSURER A: Greenwich Insurance Company	22322
	INSURER B: The Continental Insurance Company	35289
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: Atlantic Specialty Insurance Company	27154
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2033037435

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGS745990904	7/15/2024	7/15/2025	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$10k Ded.	Y	Y	CAS742915801	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$ See Attached for	PROPERTY DAMAGE (Per accident)	\$ Hired Auto
								\$ Physical damage		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6072189359	7/15/2024	7/15/2025	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000
								\$		
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	CWG745990804	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- E.R. E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	Deductible: N/A \$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
D	Contractors Equipment Floater - ACV			7100336610011	7/15/2024	7/15/2025	Scheduled: \$7,134,389 Rented: \$200,000 Item Deductible: \$2,500			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability - RSUI Indemnity Company #NHA601812, 07/15/2024 - 07/15/2025, \$5,000,000 XS \$10,000,000

RE: All operations of the named insured.

City of Los Angeles is included as Additional Insured per the attached. Coverage is primary and non-contributory. Waiver of subrogation applies. Notice of cancellation applies per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles & all of its Agencies, Boards & Departments
City Administrative Office
200 North Main Street, Rm 1240 CHE
Los Angeles CA 90012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gloria Bell

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ADDITIONAL REMARKS SCHEDULE

AGENCY	Marsh & McLennan Agency LLC	NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability

ADDITIONAL COVERAGE

Professional Liability

Carrier: Berkley Assurance Company

Policy #: PCADB50253960724

Term: 7/15/24 - 7/15/25

\$5,000,000 Each Claim Limit / \$5,000,000 Aggregate

\$25,000 Deductible Each Claim

Pollution Coverage

Carrier: Berkley Assurance Company

Policy #: PCADB50253960724

Term: 7/15/24 - 7/15/25

\$10,000,000 Each Claim Limit / \$10,000,000 Aggregate

\$50,000 Deductible Each Claim

Crime Coverage

Carrier: Travelers Cas & Surety Co of America

Policy #: 105983294

Term: 7/15/24 - 7/15/25

Employee Theft of Client Property: \$1,000,000; \$10,000 Retention

Fiduciary Limit: \$1,000,000; \$0 Retention

Installation Floater / Property Coverage

Carrier: Atlantic Specialty Insurance Company

Policy #: 7100336610011

Term: 7/15/24 - 7/15/25

Actual Cash Value

\$2,000,000 Limit w/ \$2,500 Deductible

Business Personal Property Coverage: \$556,600 Limit w/ \$1,000 Deductible

Business Interruption / Extra Expense Coverage: \$500,000 Limit

Cyber Liability

Carrier: Travelers Excess and Surplus Lines Company

Policy #: CYB10807181400

Term: 7/15/24 - 7/15/25

Aggregate Limit: \$1,000,000

Retention: \$25,000

Auto

Hired Auto Physical Damage (Comp. & Collision): \$100,000 Limit

Comp. Deductible: \$2,500; Collision Deductible: \$2,500

Hired / Borrowed Auto Liability: \$1,000,000 Limit

Non-Owned Auto Liability: \$1,000,000 Limit

Employment Practices Liability Insurance

Carrier: Associated Industries Insurance Co., Inc.

Policy #: ANV115282A

Term: 7/15/24 - 7/15/25

\$1,000,000 Limit

\$100,000 Deductible

Claims Made Policy

Prior and Pending Date: 7/25/2017

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ALL PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED HAS AGREED, BY WRITTEN CONTRACT EXECUTED PRIOR TO THE DATE OF THE OCCURRENCE, TO WAIVE RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

Where required by written contract

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

INSURED: HP Communications Inc.

POLICY #: CAS742915801

POLICY PERIOD: 07/15/2024

TO 07/15/2025

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HP Communications Inc.

Endorsement Effective Date: 07/15/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

INSURED: HP Communications Inc.

POLICY #: CWG745990804

POLICY PERIOD: 07/15/2024

TO 07/15/2025

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

INSURED: HP Communications Inc.

POLICY#: CGS745990904

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
City of Los Angeles & all of its Agencies, Boards & Departments City Administrative Office 200 North Main Street, Rm 1240 CHE	30
Los Angeles, CA 90012	

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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INSURED: HP Communications Inc.

POLICY#: CAS742915801

POLICY PERIOD: 07/15/2024

TO: 07/15/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:	Number of Days Advanced Notice of Cancellation:
City of Los Angeles & all of its Agencies, Boards & Departments 200 North Main Street, Rm 1240 CHE Los Angeles, CA 90012	30

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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EQUITABLE PARKS & AMENITIES
DECISION SUPPORT SYSTEM

Dockweiler State Beach – ROE
Permit No. 1451



Disclaimer: This map is for informational purposes only and relies on data from a variety of sources, which may or may not be accurate or current. The City of Los Angeles assumes no responsibility arising from the use of this map. The map and associated data are provided "as is" without warranty of any kind.

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SCALE 1: 2,257

NOTES

0 Miles

Printed: 04/24/2025





Work within road prism of S Marine Ave: ingress/egress through Dockweiler Beach entrance

12ft wide x 20ft long work area with 3ft x 5ft bore pit

Proposed Conduit Path

12ft x 20ft work area with 3ft x 5ft bore pit

Work on grass: ingress/egress from S Marine Ave along proposed conduit path, as needed

Dockweiler 55 Lifeguard Tower

Dockweiler Beach
Beachfronts & plane watching

EXHIBIT D
INSURANCE FORM GEN. 146

Required Insurance and Minimum Limits

Name: Vero Fiber NetworksDate: 12/02/2025Agreement/Reference: Maintenance of Easement (Associated with ROE Permit No. 1451)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC StatutoryEL \$ 1,000,000 Waiver of Subrogation in favor of City Longshore & Harbor Workers Jones Act

General Liability City of Los Angeles must be named as an additional insured party \$ 1,000,000

 Products/Completed Operations Sexual Misconduct _____ Fire Legal Liability _____ \$2,000,000 aggregate

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period 12 months after completion of work or date of termination

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

 All Risk Coverage Boiler and Machinery Flood _____ Builder's Risk Earthquake _____ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Provided to: Erika Campos

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.