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Decision Date: October 4, 2024

Appeal End Date: October 21, 2024

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CASE NO. VTT-74322-M3  
**MODIFICATION OF VESTING  
TENTATIVE TRACT**

Multiple Addresses within the Airport  
Landside Subarea of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014,  
and September 2018 Addendum  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Section 13B.7.3 of Chapter 1A of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved the **Third Modification** of Vesting Tentative Tract No. 74322, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on **map stamp-dated July 10, 2024** in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

The final map must be recorded within 36 months of this approval, unless the subdivider requests a time extension and it is granted before the end of such period, if applicable. Time Extensions may not always be granted.

## BACKGROUND

The property consists of approximately 138 acres, generally bounded by Westchester Parkway and Arbor Vitae Street on the north, an alleyway (inclusive) between Belford Avenue and Bellanca Avenue on the east, 98th Street on the south, and Vicksburg Avenue, Sepulveda Boulevard, and Sepulveda Eastway on the west. The property is located within the Los Angeles International Airport Plan, the Los Angeles International Airport Specific Plan, and the Coastal Transportation Corridor Specific Plan. The property is entirely zoned LAX.

The property is largely developed with an on-grade parking lot, bus station, and rental car facilities. Large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

The proposed subdivision comprises a portion of the comprehensive Landside Access Modernization Program (LAMP) implemented by the Los Angeles World Airports to relieve and reroute public and private vehicle circulation to and from Los Angeles International Airport (LAX). As a whole, LAMP would provide a consolidated rental car facility, two intermodal transportation facilities, connectivity to a light-rail line, an elevated automated people-mover (APM) providing direct access to the terminals within LAX, and an APM maintenance facility.

On December 27, 2017, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322 for a subdivision composed of 17 lots over approximately 143 acres. The subdivision was for the purpose of facilitating the development of Los Angeles World Airport's Landside Access Modernization Program.

On October 11, 2019, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322-M1, a modification to the previously approved Vesting Tentative Tract No. 74322, to facilitate the consolidation of lots from 17 lots to 15 lots, reduce the area of Lot 9, add

the area of existing alleyways, accommodate the realignment of Private Street "A", vacated and merged several existing public rights-of-way. Additionally, the Deputy Advisory Agency adopted an Addendum dated September 2018.

On May 27, 2022, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322-M2, the second modification to the previously approved Vesting Tentative Tract No. 74322-M1, to modify various Bureau of Engineering (BOE) Conditions due to changes in the Automated People Mover (APM) alignment, roadway conditions, as well as changes to Bureau of Street Services-Urban Forestry Division Conditions.

On November 7, 2022, the Deputy Advisory Agency issued a Letter of Correction to correct the BOE Conditions, to reflect all conditions outlined in the BOE's comment letter to the Deputy Advisory Agency.

This instant request (VTT-74322-M3) is the third modification of the previously approved Vesting Tentative Tract No. 74322-M2. Most notable modifications between the previously approved map and the presently proposed map are:

- Modification to various BOE conditions based on traffic analysis and changes in traffic conditions in the area.
- Modification to various Bureau of Engineering conditions due to the proposed vacation of 96<sup>th</sup> Street, between Sepulveda Boulevard and Jetway Boulevard.

The conditions below are modified as a result of the revised tract map as follows (deletions in ~~strikeout~~, additions in underline):

## **BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right of way in accordance with the Collector Street Standard. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
2. That a 5-foot strip of land be dedicated along Westchester Parkway westerly of Jetway Boulevard (Private Street) to complete a 55-foot half right-of-of-way in accordance with Boulevard II of Mobility Plan 2035. Dedicate 25-foot radius property line return at the southwest and southeast corners of new Jetway Boulevard (Private Street) and Westchester Parkway. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.

3. That a 6-foot wide strip of land be dedicated along the south side of Arbor Vitae Street (between the alley east of Airport Boulevard and new Maintenance Drive (Private Street) to complete a 48-foot wide half right-of-way in accordance with Modified Boulevard II Street standard with a total right of way width of 98-foot. Dedicate a 40-foot property radius return at the southwest corner of Maintenance Drive and Arbor Vitae Street. Dedicate and extend the public right-of-way of Arbor Vitae Street easterly across Maintenance Drive to 48.75 feet south of the property corner.
4. That sufficient right-of-way be dedicated along the west side of Airport Boulevard between Westchester Parkway and 96th Place to complete an 88-foot half right-of-way in accordance with Modified Boulevard I Street standard, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 96th Street, West 94th Street, West 96th Place, and southeast corner of 93rd Street. Dedicate an additional 2-foot strip of land on the east side of Airport Boulevard along the frontage with Lot 10 to complete a 12-foot street border and 42-foot half right-of-way.
5. That an 18-foot wide strip of land be dedicated along the southerly side of West 96th Street east of Airport Boulevard adjoining Lot 12 to complete a 48-foot wide half right-of-way in accordance with Modified Avenue III Street standard and a 20-foot radius property line return be dedicated at the northwest corner of 96th Street and Maintenance Drive. Provide a public sidewalk easement beginning at 7.77 feet west of the BC of the property radius and ending at 8.22 feet north of the EC of the property radius along the bearing of N45 15' 47" E.
6. That a ~~45-foot radius, asymmetrical cul-de-sac~~ 15-foot radius return be dedicated at the intersection of 96th Street and 96th Place, satisfactory to the City Engineer.
7. That a ~~35-foot~~ 15-foot strip of land be dedicated along the northerly portion of West 98th Street along Lot 7 and Lot 8 ~~in accordance with Modified Boulevard II Standard~~, including the area at the intersection of a new Jetway Boulevard (Private Street) adjacent to Lot 14. A 20-foot radius property line return be dedicated at the northeast corner of new Jetway Boulevard.
8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 14 to complete a 33-foot half right-of-way per Modified Boulevard II standard, with a right-of-way width of 66 feet. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
9. That a 49-foot radius cul-de-sac be dedicated at the easterly terminus of 93rd street for the construction of a partial cul-de-sac adjacent to Lot 10.



10. That a 110-foot to 114-foot private street easement for Jetway Boulevard be provided from Westchester Parkway to 96th Street in accordance with Modified Boulevard II Standard. That a 96-foot private street easement for Jetway Boulevard be provided from 96th Street to 98th Street in accordance with a Modified Avenue I Standard on an alignment satisfactory to the City Engineer. Provide 20-foot radius easement line returns at the northwest, northeast and southeast and southwest corners of 94th Street and Jetway Boulevard. Provide a 20-foot radius easement line returns at the northeast, southeast and southwest corners of 96th Street and Jetway Boulevard. Provide a 25-foot radius easement line return at the northwest corner of 96th Street and Jetway Boulevard.
11. That a 110-foot private street easement be provided for 94<sup>th</sup> Street (Private Street) between Jetway Boulevard and Airport Boulevard in accordance with Boulevard II Standard on an alignment satisfactory to the City Engineer.
12. That a 91-foot wide private street easement for Maintenance Drive be provided on an alignment satisfactory to the City Engineer.
13. That Department of the City Planning determine that the proposed merger areas are consistent with all applicable General Plan Elements and Highway and Circulation Elements of for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between Jetway Boulevard and Airport Boulevard with the recordation of the final map prior to the actual construction of Jetway Boulevard.
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining and within the subdivision tract boundary shown, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:
  - a. Deleted.
  - b. That portion of West 96th Street between Jetway Boulevard (Private Street) and Airport Boulevard be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.
  - c. That Kittyhawk Avenue, Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue,

Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.

- d. That the east-west alley south of Arbor Vitae Street and east of the alley, east of Airport Boulevard; portion of West 93rd Street from the alley east of Airport Boulevard to Belford Avenue cul-de-sac; Belford Avenue from the 93rd Street cul-de-sac to 96th Street; the alley westerly of Belford Avenue and northerly of 95th Street to the terminus of the alley half turning area; the 95th Street cul-de-sac westerly of Belford Avenue; the alleys west of Belford Avenue and south of West 95th Street and the alley east of Airport Boulevard and north of 96th Street to include the corner cut; the alley east of Belford Avenue between Arbor Vitae Street and 96th Street; Belford Avenue cul-de-sac south of 96th Street all adjoining the subdivision be permitted to be merged as shown on revised tentative map dated January 28, 2020.
- e. Deleted.
- f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
- g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.
- h. That satisfactory arrangements be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.
- i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
- j. Deleted.
- k. That consent to the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street and waivers of any damages that may accrue as a result of such mergers be obtained from all adjoining property owners.
- l. That suitable evidence of lot-tie or other arrangement satisfactory to the City Engineer be provided for: Lots 175 and 176 of Tract 13711, and the vacated portions of 96th Street vacated by VAC 92-2102193, adjoining 96th Street and 96th Place being merged, to prevent the creation of landlocked parcels.

17.
  - ~~a. That a strip of land along the north side of 96th Street be dedicated to complete a 57-foot half right-of-way from Jetway Boulevard to Vicksburg Avenue.~~
  - ~~b. That a strip of land be dedicated along north side of 96th Street to complete a 59.5-foot half right-of-way from Vicksburg Avenue to 147.0 feet west of Vicksburg Avenue.~~
  - ~~c. That a strip of land be dedicated along the north side of 96th Street from 147.0 feet west of Vicksburg Avenue to Sepulveda Boulevard to complete a 62-foot half right-of-way.~~
  - ~~d. That a 30-foot radius property line return adjacent to Lot 13 be dedicated at the northeast corner of Sepulveda Boulevard and 96th Street.~~
  - ~~e. Dedicate a strip of land to complete a 36-foot half right-of-way on the south side of 96th Street adjacent to Lots 9 and 14. Provide a 20-foot property radius curve adjacent to Lot 9.~~
  - ~~f. Provide a 110-foot long by 7-foot wide sidewalk easement along the north side of 96th Street at the Metro Transit Station entrance/exit to the satisfaction of the City Engineer as indicated on the tentative map.~~
18. That a 56-foot wide private street easement for 96th Street from Jetway Boulevard to 96th Place be provided. That a 42.37-foot minimum radial dimension and the 53-foot maximum radial dimension for the variable width private street easement along 96th Street from 96th Place to Airport Boulevard be provided in accordance with Modified Collector Street standards, on an alignment satisfactory to the City Engineer.
19. That any surcharge fee in conjunction with the street merger request be paid.
20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
21. That all private street easements be shown on the final map and be included as part of the adjacent lots.
22. The appropriate private street names be assigned created by the subdivision satisfactory to the City Engineer.
23. That the subdivider make a request to the West Los Angeles District and LAMP Office of the Bureau of Engineering to determine capacity of the existing sewer in the area.

24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the LAMP Division. Provide legal descriptions for all required sanitary sewer and storm drain easements on the Final Map.).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgement of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval.
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal code (Private Street Regulations).
28. That the public street and private street right of way requirements outlined herein be permitted minor adjustment to be made, based on the actual B-permit plan check process.
29. That the limits of public street and alley right of way being merged outlined here in be permitted minor adjustments to be made based on the actual B-permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed, where suitably guaranteed may mean guaranteed by LAWA via a written agreement or departmental memorandum directed to the Los Angeles Department of Public Works, Bureau of Engineering:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:
    - i. Concrete curbs, concrete gutters, and 15-foot (westerly of Jetway Boulevard) concrete sidewalks with tree wells.
    - ii. Suitable surfacing to provide a 40-foot half roadway.
    - iii. Construct access ramps at the southeast and southwest corners of Jetway Boulevard and Westchester Parkway. Construct and access

ramp at the southwest corner of Airport Boulevard and Westchester Parkway. Construct a new driveway entrance with ADA access ramps at the intersection of merged Jenney Avenue and Westchester Parkway.

- iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. Improve the south side of Arbor Vitae Street from the alley east of Airport Boulevard to the eastern limit of Maintenance Drive adjoining this subdivision with the construction of the following:
- i. Widen Arbor Vitae Street by 3.5 feet and construct integral concrete curb, 6-foot concrete surfacing, and a 6-foot concrete sidewalk to abut the new property line. Construct a new alley intersection, with ADA compliant ramps.
  - ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - iii. Access ramps at the southeast and southwest corner intersections with New Maintenance Drive.
  - iv. Any necessary removal and reconstruction of existing improvements.
  - v. The necessary transitions to join the existing improvements.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
- i. On the west side of Airport Boulevard from Westchester Parkway to 96th Place, construct new concrete curb, 2-foot gutter, and an 18-foot wide concrete sidewalk with tree wells. On the east side of Airport Boulevard from 93rd Street to 96th Street, construct new integral curb, 2-foot gutter, and new 12-foot wide concrete sidewalk with tree wells.
  - ii. Suitable surfacing to join the existing improvements to complete a 70-foot wide half roadway.



- iii. Access ramps at the corner intersections with 94<sup>th</sup> Street West 93rd Street and West 96th Street, 96th Place.
  - iv. Deleted.
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements.
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
- i. On the south side abutting Lot 12, construct a 35-foot half roadway, new concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk abutting the new property line with tree wells. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - ii. Suitable surfacing to join the existing pavements to provide a minimum 46-foot wide roadway between Maintenance Drive and Airport Boulevard.
  - iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of ~~a 35-foot minimum curb radius cul-de-sac at the terminus satisfactory to the BOE LAMP Division~~, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve north side of West 98th Street westerly of New Jetway Boulevard (Private Street) adjoining this subdivision (Lot 14) by the construction of the following:
- i. A concrete curb, 2-foot gutter, 13-foot concrete sidewalk with tree wells.

- ii. Suitable surfacing to join the existing pavement to provide a 20-foot wide half roadway and a 48-foot wide total roadway.
- iii. Access ramps at the northwest corner intersection of 98th Street with New Jetway Boulevard for ADA compliance.
- iv. Necessary removal, reconstruction and transition to join the existing improvements.
- h. Improve West 98th Street easterly of Jetway Boulevard adjoining Lots 7 and 8 by the construction of the following:
  - i. ~~Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells. Repair broken curbs and construct 15-foot concrete sidewalk with tree wells or parkway.~~
  - ii. ~~Suitable surfacing to join the existing pavements and to provide a 50-foot wide half roadway width on an alignment satisfactory to the City Engineer.~~
  - iii. New intersection with access ramps at the corners intersections with New Jetway Boulevard for ADA compliance satisfactory to the City Engineer.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction and repairs of existing improvements.
  - vi. Installation of a new traffic signal at 98<sup>th</sup> Street & Avion Drive, if found acceptable by LADOT.
- i. Improve West 93rd Street east of Airport Boulevard adjoining the subdivision of by the construction of the following:
  - i. Construct a 37-foot radius cul-de-sac and new concrete sidewalk abutting the property line adjacent to cul-de-sac at the easterly terminus satisfactory to BOE LAMP Division.
  - ii. Along the north and south side of 93rd Street from the cul-de-sac to Airport Boulevard, remove and replace any broken, off-grade integral concrete curb, gutter, sidewalk and roadway pavement. Install tree wells, construct a new driveway for Lot 10 and construct the alley intersection at 93rd Street.

- iii. Any necessary removal and reconstruction of existing improvements to join suitably to the new construction satisfactory to the City Engineer.
- j. Reconstruct the 20-foot alley east of Airport Boulevard between Arbor Vitae Street and 93rd Street with suitable surfacing and 2-foot wide longitudinal concrete gutter. Close entrances to the merged alley intersection south of Arbor Vitae Street westerly of Maintenance Drive.
- k. Improve New Jetway Boulevard (Private Street) from Westchester Parkway to 98th Street adjoining the subdivision with the construction of the following:
  - i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk.
  - ii. Suitable surfacing to complete an 80-foot wide roadway and an 8-foot wide concrete sidewalk from Westchester Parkway to 96th Street on an alignment satisfactory to the City Engineer.
  - iii. Suitable surfacing to complete a 70-foot wide half roadway and a 6.5-foot wide sidewalk from 96th Street to 98th Street on an alignment satisfactory to the City Engineer.
  - iv. Access ramps at the corner intersection with New Jetway Boulevard (Private Street) at 94th Street, 96th Street, and northern half of 98th Street intersection for ADA compliance satisfactory to the City Engineer.
  - v. Any necessary removal and reconstruction of existing improvements.
- l. Improve 94th Street (Private Street) from Airport Boulevard to Jetway Boulevard adjoining the subdivision with the construction of the following:
  - i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk abutting the north and south side of the private street.
  - ii. Suitable surfacing to provide an 80-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. If necessary, construct any midblock ADA access ramps satisfactory to the City Engineer.
  - iv. Any necessary removal and reconstruction of existing improvements.

- m. Improve new Maintenance Drive (Private Street) from Arbor Vitae Street to West 96th Street adjoining the subdivision with the construction of the following:
  - i. Concrete curb, and 2-foot gutter and an 11.5-foot concrete sidewalk abutting the private street easement line on the east side and 6.5-foot concrete sidewalk abutting the private street easement line on the west side.
  - ii. Suitable surfacing to provide a 60-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. Any necessary removal and reconstruction of existing improvements.
- n. Construct main line and house connection sewers within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.
- p. Deleted.
- q. Improve 96th Street (Private Street) easterly of Jetway Boulevard to Airport Boulevard adjoining the subdivision with the construction of the following:
  - i. On the north side of the 96th Street, construct a concrete curb, and 2-foot gutter, 5-foot parkway (no sidewalk) and provide a 15-foot to 20-foot variable half roadway on an alignment satisfactory to the City Engineer.
  - ii. On the south side of 96th Street (Private Street), construct a concrete curb, and 2-foot gutter, 15-foot wide half roadway and concrete sidewalk abutting the easement line.
  - iii. Widen the south side of 96th Street approximately 600 feet east of Jetway Boulevard to allow for the construction of a 195-foot by 12-foot bus turnout area with ADA compliant mid-block access ramps.
- r. Improve 96th Street (~~Public Private~~ Street) westerly of Jetway Boulevard to Sepulveda Boulevard adjoining the subdivision with the construction of the following (Pending approval of ATMP improvements, these conditions will no longer apply):

- i. new concrete sidewalk and tree wells to abut the new property line on the north side of the street.
  - ii. ADA compliant access ramps at the Metro Bus Station entrance.
  - iii. At the entrance of the intersection of Skyway, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iv. At the northeast corner of the intersection of Sepulveda Boulevard, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iii. On the south side, new sidewalk and tree wells to abut Lots 9 and 14.
  - vi. At the southeast corner of the intersection of Vicksburg Avenue, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
- s. Improve Sepulveda Eastway from Sepulveda Boulevard along the property frontage (Lot 13) to the Collect Street Standard by the construction of the following:
- i. Repair and/or replace any broken or off/grade concrete sidewalk, integral concrete curb and gutter and trim conflicting tree roots satisfactory to the StreetsLA (Urban Forestry) of the City of Los Angeles.
  - ii. Close all unused driveways to the satisfaction of the City Engineer.
  - iii. Provide an unobstructed ADA compliant pedestrian access route to the satisfaction of the City Engineer.
- t. Reconstruct all alleys adjoining the subdivision with suitable surfacing and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.

**NOTES:**

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.



Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

#### **FINDINGS OF FACT (CEQA)**

FIND, based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in LAX Landside Access Modernization Program Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) certified on June 7, 2017 and adopted Addendum dated September 2018; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required for approval of the Project.

#### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322-M2, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.

The Vesting Tentative Tract Map continues to describe and illustrate a land uses for Airport Landside and Airport Landside Support uses within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan). There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Los Angeles International Airport Specific Plan and the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision for 15 lots ranging in size from approximately 0.468 acres to 49.835 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly support the development and use of the property for the facilities that the subdivision would enable.

Section 17.05-C of the Los Angeles Municipal Code enumerates design standards for Subdivisions and requires that each subdivision map be designed in conformance with the Street Design Standards and in conformance to the General Plan. LAMC Section 17.06-B lists the map requirements for a tentative tract map. The Vesting Tentative Tract Map was prepared by a Registered Professional Engineer and contains the required components, dimensions, areas, notes, legal description, ownership, applicant, and site address information as required by the Los Angeles Municipal Code ("LAMC"). The map provides the required components of a tentative tract map.

Therefore, the revised tentative map is substantially consistent with the applicable General Plan affecting the project site and demonstrates compliance with Sections 17.01 and 17.06-B of the Los Angeles Municipal Code.

(b) **THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are

necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5.”

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a significant portion of the property is under construction with portions of the Automated People Mover and APM Maintenance Facility. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 138 net acres (approximately 6,001,043 square feet). The proposed subdivision for 15 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City’s General Plan, contains the following policies related to mobility and circulation:

Policy 2.14 Street Design. Designate a street’s functional classification based upon its current dimensions, land use context, and role.

Policy 2.17 Street Widenings. Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way

does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

Policy 3.2 People with Disabilities. Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae Street, north of the project, is designated as a Boulevard II (Modified), having an approximately 98-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 88 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.

Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the revised tract map, including the design and improvement of the map, is consistent with the intent and purpose of the applicable General and Specific Plans.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

The property consists of approximately 138 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.



To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11, and 13-15 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). The remaining proposed Lots 5-8, 10, and 12 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

(d) **THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.**

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor

area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety. Thus, the site continues to be physically suitable for the proposed density of development.

- (e) THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.

The previously certified and adopted Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014 and subsequent adopted Addendum dated September 2018, identified potential adverse impact on wildlife resources, air, water, plant life, or animal life; a finding of Overriding Consideration was adopted in conjunction with the approval of Case No. CPC-2016-3390-GPA-ZC-SP, which also considered the subdivision largely as proposed herein. Measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan.

Furthermore, the project site, as well as the surrounding area are presently developed with structures and do not provide a natural habitat for either fish or wildlife. Therefore, the project will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- (f) THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

The proposed subdivision, and subsequent improvements, are subject to the provisions of the Los Angeles Municipal Code (e.g., the Fire Code, Planning and Zoning Code, Health and Safety Code) and the Building Code. Other health and safety related requirements, as mandated by law, would apply where applicable to ensure the public health and welfare (e.g., asbestos abatement, seismic safety,

flood hazard management). There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The proposed tract modification would permit changes to various Bureau of Engineering conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017 and the subsequent Modifications. The revised map retains the same number of lots (15) and map boundaries.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet State-wide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community. Therefore, the design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

Vesting Tentative Tract Map 74322-M3 shows all other public utility, sanitary sewer, flood control, street trees and lighting, and communications easements, and describes the status of each easement as to whether it will remain, be merged by the final map, or quitclaimed, as appropriate. Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Necessary public access for roads and utilities will be acquired by the City prior to recordation of the proposed map. Therefore, the design of the subdivision and the proposed improvements would not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
- 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
- 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and finals maps for Vesting Tentative Tract Map No. 74322-M3. All other conditions of approval and mitigation measures from the previously approved VTT-74322, VTT-74322-M1, and VTT-74322-M2, except as modified by VTT-74322-M3, shall remain.

#### **APPEAL PERIOD - EFFECTIVE DATE**

This grant is not a permit or license and any permits and/or licenses required by law must be obtained from the proper public agency. If any Condition of this grant is violated or not complied with, then the applicant or their successor in interest may be prosecuted for violating these Conditions the same as for any violation of the requirements contained in the Los Angeles Municipal Code (LAMC).

This determination will become effective after the end of appeal period date on the first page of this document, unless an appeal is filed with the Department of City Planning. An appeal application must be submitted and paid for before 4:30 PM (PST) on the final day to appeal the determination. Should the final day fall on a weekend or legal City holiday, the time for filing an appeal shall be extended to 4:30 PM (PST) on the next succeeding working day. Appeals should be filed early to ensure the Development Services Center (DSC) staff has adequate time to review and accept the documents, and to allow appellants time to submit payment.

An appeal may be filed utilizing the following options:

**Online Application System (OAS):** The OAS (<https://planning.lacity.gov/oas>) allows entitlement appeals to be submitted entirely electronically by allowing an appellant to fill out and submit an appeal application online directly to City Planning's DSC, and submit fee payment by credit card or e-check.

**Drop off at DSC.** Appeals of this determination can be submitted in-person at the Metro or Van Nuys DSC locations, and payment can be made by credit card or check. City Planning has established drop-off areas at the DSCs with physical boxes where appellants can drop off appeal applications; alternatively, appeal applications can be filed with staff at DSC public counters. Appeal applications must be on the prescribed forms, and accompanied by the required fee and a copy of the determination letter. Appeal applications shall be received by the DSC public counter and paid for on or before the above date or the appeal will not be accepted.

Forms are available online at <http://planning.lacity.gov/development-services/forms>. Public offices are located at:

Metro DSC	Van Nuys DSC
201 N. Figueroa Street Los Angeles, CA 90012 <a href="mailto:planning.figcounter@lacity.org">planning.figcounter@lacity.org</a> (213) 482-7077	6262 Van Nuys Boulevard Van Nuys, CA 91401 <a href="mailto:planning.mbc2@lacity.org">planning.mbc2@lacity.org</a> (818) 374-5050
South LA DSC	West LA DSC
(In person appointments available on Tuesdays and Thursdays 8am-4pm only) 8475 S. Vermont Avenue 1st Floor Los Angeles, CA 90044 <a href="mailto:planning.southla@lacity.org">planning.southla@lacity.org</a>	(CURRENTLY CLOSED) 1828 Sawtelle Boulevard West Los Angeles, CA 90025 <a href="mailto:planning.westla@lacity.org">planning.westla@lacity.org</a> (310) 231-2901

City Planning staff may follow up with the appellant via email and/or phone if there are any questions or missing materials in the appeal submission, to ensure that the appeal package is complete and meets the applicable LAMC provisions.

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.



Verification of condition compliance with building plans and/or building permit applications are done at the City Planning Metro or Valley DSC locations. An in-person or virtual appointment for Condition Clearance can be made through the City's BuildLA portal ([appointments.lacity.gov](https://appointments.lacity.gov)). The applicant is further advised to notify any consultant representing you of this requirement as well.



QR Code to  
Online Appeal Filing



QR Code to Forms for In-  
Person Appeal Filing



QR Code to BuildLA  
Appointment Portal for  
Condition Clearance

VINCENT P. BERTONI, AICP  
Advisory Agency

*Juliet Oh*  
Juliet Oh

Deputy Advisory Agency

VPB:JO

## MERGER & RESUBDIVISION FOR 15 GROUND LOTS

[illegible][illegible]

4124022620 4124022608 4124021914 4124007701 4124030108  
4124030803 4124011501 4124016006 4124016504 4124011550  
4124030802 4124030821 4125022912 4125022908 4125022904  
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4125022905 4125022922 4125022910 4125022905 4125022905  
4125022904 4125022912 4125022907

LOG ANGELES STATE ENTERPRISE ZONE: NO  
LIQUEFACTION ZONE: NO  
METHANE ZONE: NO  
SPECIAL GRADING AREA: NO  
HILLSIDE AREA: NO  
SEISMIC HAZARD: NO  
TREES: NO PROTECTED TREES  
TBL: 6,213.375 SQUARE FEET +/-  
143 ACRES +/-

LOT 5

BOULEVARD

**LOT 15**

STORM DRAIN EASEMENT

21' DEDICATION

A detailed street map showing the intersection of 96th Place and West 104th Avenue. The map includes street names, lot numbers, and various symbols indicating property boundaries and infrastructure.

L2

[illegible]

**NOTES**

ALL SANITARY SEWER AND STORM DRAIN EASEMENTS WITHIN THE TRACT TO BE MERGED SHALL ALSO BE MERGED WITH THIS TRACT.

PUBLIC STREET EASEMENTS TO BE MERGED WITH THIS MAP:

- W 96TH STREET FROM NEW "K" STREET TO AIRPORT BLVD.
- W 93RD STREET FROM AIRPORT BLVD. TO BELFORD AVE.
- BELFORD AVE FROM W 93RD TO W 96TH STREET
- BELFORD AVE SOUTH OF W 96TH STREET
- 96TH STREET WEST OF BELFORD AVE
- ALLEY BETWEEN BELFORD AVE AND W 96TH STREET
- ALLEY BETWEEN W 96TH STREET AND W 94TH STREET

1. ALLEY EAST-WEST SEGMENT, NORTH OF W. 30RD STREET  
 2. ALLEY EAST OF BELFORD AVE. BETWEEN ARBOR VITAE ST.  
 3. KITTITAHAW AVE. FROM W 16TH STREET TO WESTCHES-  
 4. TERSBURG AVE. FROM W 16TH STREET TO INTERCEPTOR  
 5. JENNY AVE. FROM W 16TH STREET TO KITTITAHAW AVE.  
 6. INGLEPORT AVE. FROM W 16TH STREET TO KITTITAHAW A  
 7. HICKY AVE. FROM W 16TH STREET TO KITTITAHAW AVE.  
 8. JENNY AVE. FROM W 16TH STREET TO KITTITAHAW AVE.  
 9. GOEBEL AVE. FROM WESTCHESTER PARKWAY TO INTERC  
 10. GOEBEL AVE. FROM HYMAN STREET TO JENNY AVE.  
 11. GOEBEL PLACE FROM GOEBEL AVE. TO W 16TH STREET

ALL PUBLIC ROADWAY, SEWER AND STORM DRAIN EASEMENTS MERGED WITH THE TRACT. ALL OTHER EASEMENTS SHALL BE A UTILITY COMPANY AND/OR EASEMENT HOLDER PRIOR TO RECORDATION.

**SURVEYORS NOTES**  
ALL TOPOGRAPHY WAS TAKEN FROM AERIAL PHOTOGRAPHY  
UTILITIES LOCATED IN ROADWAYS TO BE MERGED ARE TO BE  
ABANDONED OR RELOCATED  
DEDICATIONS TO BE PROVIDED ON FINAL MAP  
THIS MAP IS NOT MEANT TO CREATE ANY NEW PUBLIC STREET

---

NOT A PART

Diagram of Lot 12 showing dimensions and area:

- Lot 12 Area: 10,000.00 sq. ft.
- Lot 12 Dimensions: 100.00' x 100.00'
- Lot 12 Area: 10,000.00 sq. ft.

City of San Diego  
Office of the City Clerk

**SUBMITTED FOR FILING**  
RECORDED & INDEXED

07/25/2024

☐ PREPARED BY: ☐ APPROVED FOR:

☐ FINAL MAP SHEET: ☐ COMMENTS:

PROJECT ADDRESS/LOCATION:

1500 0 1000 2000  
Feet

DATE: 7/25/2024

City of San Diego  
Office of the City Clerk

**SUBMITTED FOR FILING**  
RECORDED & INDEXED


07/25/2024

☐ PREPARED BY: ☐ APPROVED FOR:

☐ FINAL MAP SHEET: ☐ COMMENTS:

PROJECT ADDRESS/LOCATION:

1500 0 1000 2000  
Feet


  
\_\_\_\_\_  
JOSEPH WILEMAN, PLS 6873

DATE \_\_\_\_\_



1000000

1



**DAVID EVANS  
AND ASSOCIATES INC.**

REVISIONS: APR

DATE: 03/15/2024

DESIGN: DKF

DRAWN: JWW

CHECKED: JWW

REVISION NUMBER:

SCALE: 1"=100'

PROJECT NUMBER:  
RICA0000-0001

DRAWING FILE:  
TTM150293\_WEST\_01.d

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SHEET NO.

1

OF 1

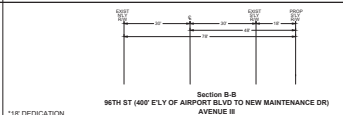
## MERGER &amp; RESUBDIVISION FOR 15 GROUND LOTS

SEGMENT B:  
98TH ST



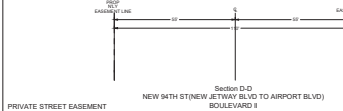
## \*5 DEDICATION

SEGMENT C:  
96TH ST



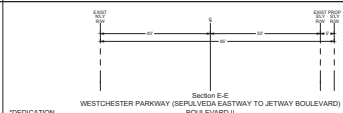
\*18 DEDICATION

SEGMENT D:  
NEW 94TH ST



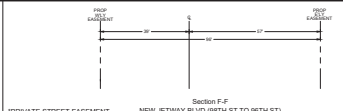
PRIVATE STREET EASEMENT

## SEGMENT E: WESTCHESTER



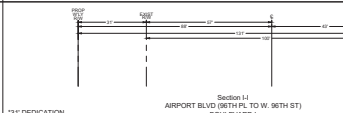
## DEDICATION

## SEGMENT F: NEW JETWAY BLVD



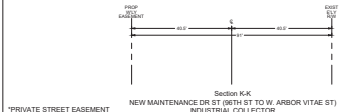
\*PRIVATE STREET EASEMEN

## SEGMENT G: AIRPORT BLVD

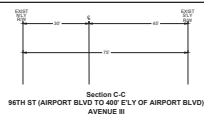


### \*3F DEDICATION

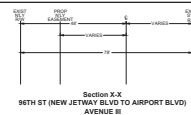
## SEGMENT H: NEW MAINTENACE DR



\*PRIVATE STREET EASEMEN

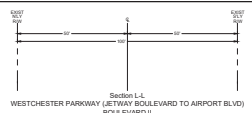


Section C-C  
96TH ST (AIRPORT BLVD TO 400' E'LY OF AIRPORT BLVD)  
AVENUE III



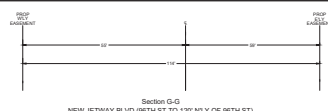
Section X-X  
96TH ST (NEW JETWAY BLVD TO AIRPORT BLVD)  
AVENUE III

\*PRIVATE STREET EASEMENT



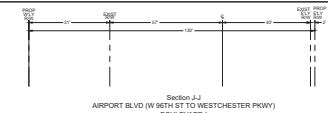
Section L-L  
WESTCHESTER PARKWAY (JETWAY BOULEVARD TO AIRPORT BLVD)  
BOULEVARD II

\*NO DEDICATION



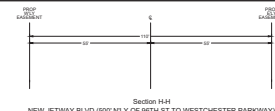
Section G-G  
NEW JETWAY BLVD (96TH ST TO 120' N'LY OF 96TH ST)

\*PRIVATE STREET EASEMENT



Section J-J  
AIRPORT BLVD (W 96TH ST TO WESTCHESTER PKWY)  
BOULEVARD

\*VARIABLE WIDTH DEDICATION



Section H-H  
NEW JETWAY BLVD (500' NLY OF 96TH ST TO WESTCHESTER PARKWAY)

\*PRIVATE STREET EASEMENT

[illegible]

**DEPARTMENT OF  
CITY PLANNING**

COMMISSION OFFICE  
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LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

April 6, 2023

**Owner/Applicant**

Los Angeles World Airport  
Samantha Bricker  
P.O Box 92216  
Los Angeles, CA 90009

**Representative**

Los Angeles World Airports  
Evelyn Quintanilla  
1 World Way  
Los Angeles, CA 90045

**RE:** Tentative Tract Map No. VTT-74322

Related Cases: VTT-74322-M1, VTT-74322-M2

Address: 1 World Way & Multiple Addresses

Community Plan: Los Angeles International  
Airport

Council District: 11 – Traci Park

Existing Zone: LAX

CEQA: ENV-2016-3391-EIR

(SCH No. 2015021014)

**EXTENSION OF TIME**

On December 27, 2017, the Deputy Advisory Agency (DAA) approved Vesting Tentative Tract No. 74322, composed of 17 lots over approximately 143 acres, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96<sup>th</sup> Street and 98<sup>th</sup> Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway located between Belford Avenue and Bellanca Avenue, as shown on map stamp-dated May 10, 2017 in the Los Angeles International Airport Community Plan.

Pursuant to LAMC Section 17.07 A.1, the initial life of the tentative map is three years. Absent an allowable extension of time or tolling, the subdivider shall record the final map within this period, or in this instance, by **December 27, 2020**.

Vesting Tentative Tract No. 74322 was subsequently modified twice to expand the map boundaries to include a public alley, modify lot lines, reflect updated plans, and modified lots and conditions. (See **Exhibit 2** Letter of Determination (LOD) dated October 11, 2019, for Case No. VTT-74322-M1; and **Exhibit 3** LOD dated May 27, 2022, for Case No. VTT-74322-M2.)

- VTT-74322-M1: On October 11, 2019, the DAA approved a modification to the previously approved VTT-74322, to facilitate the consolidation of lots from 17 lots to 15 lots, reduce the area of Lot 9, add the area of existing alleyways, accommodate the realignment of Private Street "A", vacated, and merged several existing public rights-of-way.
- VTT-74322-M2: On May 27, 2022, the DAA approved a second modification to various Bureau of Engineering (BOE) conditions due to a change in the alignment of the Automated People Mover (APM). Specifically, the APM was moved to the east side of the roadway and the median was removed, and additional conditions of approval, specifically



Conditions of Approval Nos. 4, 5, 7, 9, 10, 16, 17, 18, and 30 were substantially altered to accommodate the proposed project changes to the APM.

In accordance with the provisions of Government Code Section 65914.5(b) (AB 1561), the DAA is required to grant an 18-month extension for the recording of the final VTT-74322 to **June 27, 2022**.

On March 11, 2023, the Subdivider's Representative, Los Angeles World Airport, provided written electronic correspondence to City Planning, along with documentation regarding the map's eligibility for tolling under the development moratorium provisions of the Subdivision Map Act (see email attached as **Exhibit 1**), pursuant to Government Code Sections 66452.6(b)(1) and (f) of the Subdivision Map Act.

This letter cites evidence of various delays related to easements and other public infrastructure improvements required by BOE and Southern California Gas. Specifically, the delays are associated with the following:

- Landside Access Modernization Program design and project changes which required two map modifications (described above); specifically, VTT-74322-M1 (see **Exhibit 2**) took from June 28, 2018 to October 11, 2019, and VTT-74322-M2 (see **Exhibit 3**) took from December 22, 2021 to May 27, 2022.
- Project design changes to the final map, which went through seven map checks by BOE, and coordination for the replacement easements for five utilities, which took from February 24, 2021 to November 14, 2022 (see **Exhibits 4-13**).

Based on the DAA's review of the documentation and evidence provided, the City hereby determines that the Subdivision Map Act's development moratorium tolling applies to Vesting Tentative Tract No. 74322, specifically the provisions set forth in Government Code Section 66452.6(f)(1), related to BOE's Conditions of Approval Nos. 1-30 for off-site dedications and improvements that include alley vacation and street mergers in various streets. Therefore, the map shall be tolled from June 28, 2018 to October 11, 2019, and February 24, 2021 through November 14, 2022, for period of 1,100 days from the last expiration date of June 27, 2022, or until **July 1, 2025**.

In addition, in accordance with the provisions of Section 66452.6(e), Article 2, Chapter 3 of the Government Code, and LAMC Section 17.07 A.2, the DAA is authorized to grant a six-year extension for the recording of the final Vesting Tentative Tract Map No. VTT-74322.

Therefore, the new expiration date for the subject map is **July 1, 2031**.

VINCENT P. BERTONI, AICP

Director of Planning



Nelson Rodriguez  
Deputy Advisory Agency  
VPB:AMV:NR

cc: Councilmember Traci Park

Enclosures: Exhibits 1-13 (attachments)

## VTT-74233 Time Extension

- Exhibit 1 – Time Extension emails
- Exhibit 2 – VTT-74322-M1 Letter of Determination (LOD) dated October 11, 2019
- Exhibit 3 – VTT-74322-M2 (LOD) dated May 27, 2022
- Exhibit 4 – Tract map approvals signed June 27, 2022
- Exhibit 5 – Tract map approvals signed February 24, 2021
- Exhibit 6 – Recorded Spectrum Agreement and Easement signed August 30, 2022
- Exhibit 7 – Recorded So Cal Gas Easement with Budget signed November 14, 2022
- Exhibit 8 – Recorded Easement for Ingress and Egress signed October 26, 2022
- Exhibit 9 – Recorded Easement Agreement LAWA & So Cal Gas signed June 20, 2022
- Exhibit 10 – Recorded Crown Castle Easement with Budget signed November 14, 2022
- Exhibit 11– Recorded AT&T Easement with Budget signed November 14, 2022
- Exhibit 12 – Crown Castle Recorded Easement signed July 21, 2022
- Exhibit 13 – XO Communications recorded Easement signed June 15, 2022



Exhibit 1

Anna Vidal &lt;anna.vidal@lacity.org&gt;

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**Re: Time Extension & Modification information for VTT-74322**

1 message

**POOL, KYLE (Non-LAWA)** <KPOOL@lawa.org>

Sat, Mar 11, 2023 at 7:41 PM

To: Anna Vidal &lt;anna.vidal@lacity.org&gt;

Cc: Haydee Urita-Lopez &lt;haydee.urita-lopez@lacity.org&gt;, Theodore Irving &lt;theodore.irving@lacity.org&gt;, Zuriel Espinosa &lt;zuriel.espinosa@lacity.org&gt;

See additional easement documents.

Thanks!

Kyle

---

**From:** POOL, KYLE (Non-LAWA)**Sent:** Saturday, March 11, 2023 7:39:01 PM**To:** Anna Vidal**Cc:** Haydee Urita-Lopez; Theodore Irving; Zuriel Espinosa**Subject:** Re: Time Extension & Modification information for VTT-74322

Hi Anna,

Please see the description below and backup documentation for our map extension. We will have the time extension form signed and sent back to you. I will send additional easement attachments in a second email.

Due to Landside Access Modernization Program design and project changes TTM 74322 had to do two map modifications that took 18 months each. Due to project design changes the final map had to go through 7 rounds of map check between March 2021 and July 2022. The project also had to coordinate replacement easements for 5 utilities that took over a year to process.

Thanks!

Kyle

---

**From:** Anna Vidal <anna.vidal@lacity.org>**Sent:** Monday, February 27, 2023 1:29 PM**To:** POOL, KYLE (Non-LAWA)



**Cc:** Haydee Urita-Lopez; Theodore Irving; Zuriel Espinosa

**Subject:** Re: Time Extension & Modification information for VTT-74322

**This message originated from an external email system. Exercise caution.**

Hello Kyle,

I am attaching the letter that I am using as an example. Please see the Exhibits A and B that shows how they were delayed. I need something similar showing how this tract was delayed.

If you have further questions, I am available to discuss tomorrow morning or later this week.

Thank you.



**Anna M. Vidal**

Pronouns: She/her/hers - hablo español

Senior City Planner

**Los Angeles City Planning**

6262 Van Nuys Blvd., 2nd floor

Van Nuys, CA. 91401

Planning4LA.org

T: (213) 482-7079

Holiday: Mar. 27



On Mon, Feb 27, 2023 at 11:13 AM POOL, KYLE (Non-LAWA) <[KPOOL@lawa.org](mailto:KPOOL@lawa.org)> wrote:

Anna,

What kind of proof do you need? yes, we will use the attached IDO to pay for this.

Thanks!

Kyle

---

**From:** Anna Vidal <[anna.vidal@lacity.org](mailto:anna.vidal@lacity.org)>

**Sent:** Monday, February 27, 2023 11:13:08 AM

DEPARTMENT OF  
CITY PLANNING

COMMISSION OFFICE  
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ARTHI L. VARMA, AICP  
DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

Exhibit 2

Decision Date: October 11, 2019

Appeal End Date: October 21, 2019

Samantha Bricker (A)(O)  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

Evelyn Quintanilla (R)  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

CASE NO. VTT-74322-M1  
MODIFIED VESTING TENTATIVE  
TRACT  
Multiple Addresses within the Airport  
Landside Subarea of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014,  
and September 2018 Addendum  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code (LAMC), the Advisory Agency considers ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) as the environmental clearance, adopted the Mitigation Monitoring Program, and approved Modified Vesting Tentative Tract No. 74322-M1, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on **map stamp-dated June 28, 2018** in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

### **BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right-of-way in accordance with the Collector Street standard. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
2. That a 5-foot and variable width strip of land be dedicated along Westchester Parkway westerly of newly proposed "A" Street (Private Street) to complete a 55-foot half right-of-way in accordance with Boulevard II of Mobility Plan 2035. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
3. That a 6-foot wide strip of land be dedicated along Arbor Vitae Street (between the alley east of Airport Boulevard and alley east of Belford Avenue) to complete a 48-foot half right-of-way in accordance with Modified Boulevard II, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 96 feet.
4. That a variable width strip of land be dedicated along portion of Airport Boulevard to provide a 128-foot and 131-foot total right-of-way, as shown on the revised tentative map dated June 28, 2018, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 93rd Street, West 96th Street, and West 96th Place.
5. That an 18-foot strip of land be dedicated along the southerly side of West 96th Street adjoining Lot 12 as proposed by the applicant shown on revised tentative map dated June 28, 2018.
6. That a 45-foot radius, unsymmetrical cul-de-sac at the intersection of 96th Street and 96th Place, substantially as shown on the revised tentative map dated June 28, 2018, satisfactory to the City Engineer.
7. That a 35-foot strip of land and variable width dedication along the northerly portion of West 98th Street along Lot 7 and Lot 8, as shown on the revised tentative map dated June 28, 2018, also including the area at the intersection of proposed "A" Private Street along Lot 14, be dedicated, including a 20-foot radius property line return.

8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 14 to complete a 33-foot half right-of-way per Modified Boulevard II standard, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 66 feet. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
9. That sufficient variable width right-of-way be dedicated for the construction of a partial turn-a-round area at the terminus of southerly West 93rd Street adjoining Lot 10 substantially as shown on revised tentative map dated June 28, 2018.
10. That a 110-foot and variable to 135-foot width private street easement be provided for "A" Street (Private Street) substantially as shown on revised tentative map dated June 28, 2018, on an alignment satisfactory to the City Engineer, including 15-foot and 20-foot radius easement line returns at the intersections with Westchester Parkway, West 96th Street and West 98th Street.
11. That a 110-foot private street easement be provided for "B" Street (Private Street) on an alignment satisfactory to the City Engineer, including cut corners at the intersection with "A" Street (Private Street), substantially as shown on revised tentative map dated June 28, 2018, and 20-foot radius easement line returns at the intersection with Airport Boulevard.
12. That a 91-foot wide private street easement for "D" Street (Private Street) as shown on the revised tentative map dated June 28, 2018 be provided on an alignment satisfactory to the City Engineer including 20-foot radius easement return at the intersections with Arbor Vitae Street and with 96th Street.
13. That Department of the City Planning determine that the Proposed merger areas are consistence with all applicable General Plan Elements and Highway and Circulation Elements for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX Area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between proposed "A" Street and Airport Boulevard with the recordation of the final map prior to the actual construction of proposed "A" Street.
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining and within the subdivision tract boundary shown on the revised tentative map, be

permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:

- a. That a 6-foot wide strip of land along northerly of West 96th Street and the air space area of the proposed elevated Automated People Mover, approximately 30 feet above finished surface and adjoining Lot 10 and Lot 11 as shown on revised tentative map dated June 28, 2018, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.
- b. That portion of West 96th Street between "A" Street (Private Street) and Airport Boulevard as shown on revised tentative map dated June 28, 2018 be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code. The intersection of proposed merger and "A" Private Street should be clearly delineated on final map if portion of the merger will be part of "A" Private Street easement. The applicant shall determine on final map if merger of West 96th Street will remain as private property, private driveway or private street easement.
- c. That Kittyhawk Avenue, a portion of Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue, Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.
- d. That the east/west alley n/o West 93rd Street and westerly of New "D" Street, portion of West 93rd Street, east/west alley s/o West 93rd Street westerly of Belford Avenue, West 95th Street westerly of Belford Avenue, alleys s/o West 95th Street, Belford Avenue between 93rd Street and 96th Street, and Belford Avenue southerly of 96th Street within and adjoining subdivision be permitted to be merged as shown on revised tentative map dated June 28, 2018.
- e. That the proposed air space area of the elevated Automated People Mover Crossing and Guideway, approximately 30 feet above finished elevation on West 98th Street, be permitted to be merged as shown on revised tentative map dated June 28, 2018. The width of this airspace merger area shall be clearly delineated on the final map.
- f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
- g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.

- h. That satisfactory arrangements be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.
  - i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
  - j. That the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street be permitted to be merged, as shown on the revised tentative map dated June 28, 2018.
  - k. That consent to the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street and waivers of any damages that may accrue as a result of such mergers be obtained from all adjoining property owners.
  - l. That suitable evidence of lot-tie or other arrangement satisfactory to the City Engineer be provided for: Lots 175 and 176 of Tract 13711, and the vacated portions of 96th Street vacated by VAC 92-2102193, adjoining 96th Street and 96th Place being merged, to prevent the creation of landlocked parcels.
- 17. That the petitioners record a Covenant and Agreement to run with the land pertaining to the Automated People Mover (APM) over public street (Airport Boulevard) to include the following:
  - a. That the owners be required to provide maintenance support to all elements of the elevated Automated People Mover (APM) within the proposed airspace merger area as well as structures in the private property for safety and usability to the satisfaction of the City Engineer. The City shall be given reasonable access to the structure within and adjacent to the limited dedication areas for this purpose upon request during normal business hours. The City may request the owner to repair or replace damaged, defective or unsafe structural elements or to correct unacceptable conditions at the owner's expense if the owner elects not to do so or does not respond within a reasonable time. Owners shall grant reasonable access to the City's contractor to make said repairs.
  - b. That the owner shall be required to limit use of the structure within the merger airspace area to people mover. No storage of combustibles will be allowed or will any other use or occupancy be allowed except as approved in writing by the Department of Building and Safety and the Department of Public Works.
- 18. That the following conditions for Automated People Mover (APM) structures within the merged areas over public street be complied with satisfactory to the City Engineer:

- a. That the owners obtain approval of the City Engineer for any substantial structural modification within the area and for any structural element outside the merged area with provides lateral or vertical support to the structures within the merged areas.
  - b. That plans of structural details shown on standard size City sheets and structural calculations of the proposed APM, both signed by a Civil or Structural Engineer registered in the State of California be submitted to the City Engineer for review and approval.
  - c. That a Class "B" permit be obtained from the Bureau of Engineering and that a deposit be made with said Bureau sufficient to cover the City's cost for plan checking, construction inspections, and incidental costs relative thereof.
  - d. That a building permit from the Department of Building and Safety be obtained for the construction of the portion of the structure located within the private property.
  - e. That the owners provide and maintain a policy of general liability insurance in the amount not less than \$2,000,000.00 combined single limit per occurrence. Evidence of such insurance shall be on the City's General Liability Special Endorsement from or other forms acceptable to the City Attorney and shall provide coverage for premises/operations and contractual liability.
  - f. That a Waiver of Damages Agreement and an Indemnification Agreement and Right of Ingress and Egress-Covenant to run with the land be executed by the owners. The form shall be submitted to the Bureau of Engineering for approval, and subsequently be recorded relieving the City of any liability arising from the construction, maintenance and use of the proposed Automated People Mover (APM) structure. The forms for these agreements can be obtained from the Bureau of Engineering, Central District Office, B-Permit Section located at 201 N. Figueroa Street, Los Angeles 90012. This Waiver of Damage and Indemnification Agreement should also be shown on the final tract map.
19. That any surcharge fee in conjunction with the street merger request be paid.
20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
21. That all private street easements be shown on the final map and be included as part of the adjacent lots.



22. That appropriate private street names be assigned created by this subdivision satisfactory to the City Engineer.
23. That the subdivider make a request to the West Los Angeles District office of the Bureau of Engineering to determine the capacity of the existing sewer in the area.
24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the west Los Angeles Engineering District Office).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgment of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal Code (Private Street Regulations).
28. That the public street and private street right-of-way requirements outlined herein be permitted minor adjustments to be made, based on the actual B-Permit plan check process.
29. That the limits of public street and alley rights-of-way being merged outlined herein be permitted minor adjustments to be made based on the actual B-Permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed, where suitably guaranteed may mean guaranteed by LAWA via a written agreement or departmental memorandum directed to the Los Angeles Department of Public Works, Bureau of Engineering:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:

- i. Concrete curbs, concrete gutters, and 15-foot (westerly of new "A" Street) and 10-foot wide (easterly of new "A" Street) concrete sidewalks with tree wells.
  - ii. Suitable surfacing to provide a 40-foot half roadway.
  - iii. Construct access ramps at the intersection corners with Airport Boulevard, new "A" Street and Jenny Avenue if it is to remain as a private street.
  - iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. Improve Arbor Vitae Street adjoining this subdivision by the construction of the following:
  - i. A concrete curb, a concrete gutter, and a 13.5-foot concrete sidewalk with tree wells in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - iii. Access ramps at the intersections with New "D" Street and adjacent alley.
  - iv. Any necessary removal and reconstruction of existing improvements.
  - v. The necessary transitions to join the existing improvements.
  - vi. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
  - i. New concrete curb, 2-foot gutter, and minimum 12-foot (easterly side adjoining the subdivision), and minimum 18-foot wide (westerly side) concrete sidewalk with tree wells.

- ii. Suitable surfacing to join the existing pavements and to provide a minimum total 96-foot roadway width.
  - iii. Access ramps at the corner intersections with New "B" Private Street, West 93rd Street and West 96th Street, 96th Place and concrete bus pad as proposed.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
  - i. New concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk with tree wells on the northerly and southerly sides adjoining the subdivision.
  - ii. Suitable surfacing to join the existing pavements and to provide a minimum 46-foot wide total roadway.
  - iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of a 35-foot minimum curb radius cul-de-sac at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve West 98th Street westerly of New "A" Street adjoining this subdivision by the construction of new concrete curb, 2-foot gutter and 13-foot wide concrete sidewalk with tree wells.

- h. Improve West 98th Street easterly of New "A" Street adjoining this subdivision by the construction of the following:

  - i. Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells.
  - ii. Suitable surfacing to join the existing pavements and to provide a 70-foot wide total roadway width.
  - iii. New intersection with access ramps at the corners intersections with New "A" Private Street for ADA compliance satisfactory to the City Engineer.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- i. Improve West 93rd Street adjoining the subdivision by the construction of suitable turnaround area at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Replace broken sidewalk, curb and 2-foot gutter along the south side of West 93rd Street and install tree wells and close all unused driveways. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas.
- j. Reconstruct all alleys adjoining the subdivision with asphalt pavement and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.
- k. Construct a new roadway for New "A" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval. That suitable traffic access and circulation open to the public between the new easterly terminus of West 96th Street and Airport Boulevard, or satisfactory turning area open to the public in the vicinity of the new terminus of West 96th Street, or other suitable arrangement, be guaranteed by LAWA via a written agreement or departmental memorandum directed to the Bureau of Engineering, until New "A" Street (Private Street) is constructed between Westchester Parkway and Century Boulevard and open to the public, satisfactory to the City Engineer.

- l. Construct a new roadway for New "B" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- m. Construct a new roadway for New "D" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- n. Construct main line and house connection sewers within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.
- p. Provide a 16-foot and variable width sidewalk easement along the northerly side of 96th Street between Vicksburg Avenue and "A" Street (Private Street) for entrance to bus terminal, as called out on plan BR402869, to the satisfaction of the LAMP Division.

#### **DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION**

31. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site, and a Clearance Letter will be issued, once the following items have been satisfied:
- a. Obtain permits for the demolition or removal of all existing structures on the site. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work; OR,
  - b. Show that the existing structures to remain are in compliance with the opening protection, fire-resistiveness, and exiting requirements as required per the Building Code and the uses, setbacks, driveway access, and required parking per the Zoning Code within each lot.
  - c. [deleted]
  - d. Obtain approval and comply with all conditions from Bureau of Engineering for the proposed merger of the public streets and alley.
  - e. Obtain approval and comply with all conditions from Bureau of Engineering and Fire Department for the proposed Private Streets.

- f. Show all street dedication(s) as required by Bureau of Engineering and provide net lot area after all dedication. "Area" requirements shall be re-checked as per net lot area after street dedication.

**Notes:**

The proposed building plans have not been checked for and shall comply with Building and Zoning Code requirements. With the exception of revised health or safety standards, the subdivider shall have a vested right to proceed with the proposed development in substantial compliance with the ordinances, policies, and standards in effect at the time the subdivision application was deemed complete. Plan check will be required before any construction, occupancy or change of use.

If the proposed development does not comply with the current Zoning Code, all zoning violations shall be indicated on the Map.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Laura Duong at (213) 482-0434 to schedule an appointment.

**DEPARTMENT OF TRANSPORTATION**

- 32. That the project be subject to recommendations from the Department of Transportation.
  - a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line when driveway is serving less than 100 parking spaces. Reservoir space will increase to 40-feet and 60-feet when driveway is serving more than 100 and 300 parking spaces respectively.
  - b. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk (not applicable when driveways serve not more than two dwelling units and where the driveway access is to a street other than a major or secondary highway), LAMC 12.21 A.
  - c. Project should be in compliance with attached Transportation Improvement and Mitigation Program.
  - d. This project is subject to the Los Angeles Coastal Transportation Corridor Specific Plan requirements. A parking area and driveway plan shall be submitted to the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Final DOT approval should be accomplished by submitting detailed site/driveway plans at a scale of 1"=40' to DOT's West LA/Coastal



Development Review Section located at 7166 W. Manchester Ave., Los Angeles, 90045. For an appointment, call (213) 485-1062.

## **FIRE DEPARTMENT**

33. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
- a. Submittal of plot plans for Fire Department review and approval prior to recordation of Tract Map Action.
  - b. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - c. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.
  - d. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
  - e. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky.
  - f. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
  - g. Submit plot plans indicating access road and turning area for Fire Department approval.
  - h. Private streets shall be recorded as Private Streets, **AND** Fire Lane. All private street plans shall show the words "Private Street and Fire Lane" within the private street easement.
  - i. All parking restrictions for fire lanes shall be posted and/or painted prior to any Temporary Certificate of Occupancy being issued.
  - j. Plans showing areas to be posted and/or painted, "FIRE LANE NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application sign-off.

- k. Electric Gates approved by the Fire Department shall be tested by the Fire Department prior to Building and Safety granting a Certificate of Occupancy.
- l. Private streets and entry gates will be built to City standards to the satisfaction of the City Engineer and the Fire Department.
- m. Construction of public or private roadway in the proposed development shall not exceed 15 percent in grade.
- n. Private development shall conform to the standard street dimensions shown on Department of Public Works Standard Plan S-470-0.
- o. Standard cut-corners will be used on all turns.
- p. The Fire Department may require additional vehicular access where buildings exceed 28 feet in height.
- q. The Fire Department may require additional roof access via parapet access roof ladders where buildings exceed 28 feet in height, and when overhead wires or other obstructions block aerial ladder access.
- r. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot plan.
- s. That in order to provide assurance that the proposed common fire lane and fire protection facilities, for the project, not maintained by the City, are properly and adequately maintained, the sub-divider shall assure the following:
  - A. The establishment of a property owners association, which shall cause a yearly inspection to be, made by a registered civil engineer of all common fire lanes and fire protection facilities. The association will undertake any necessary maintenance and corrective measures. Each future property owner shall automatically become a member of the association or organization required above and is automatically subject to a proportionate share of the cost.
  - B. The future owners of affected lots with common fire lanes and fire protection facilities shall be informed of their responsibility for the maintenance of the devices on their lots. The future owner and all successors will be presented with a copy of the maintenance program for their lot. Any amendment or modification that would defeat the obligation of said association as the Advisory Agency must approve required hereinabove in writing after consultation with the Fire Department.

- C. In the event that the property owners association fails to maintain the common property and easements as required by the CC and R's, the individual property owners shall be responsible for their proportional share of the maintenance.
- D. Prior to any building permits being issued, the applicant shall improve, to the satisfaction of the Fire Department, all common fire lanes and install all private fire hydrants to be required.
- E. That the Common Fire Lanes and Fire Protection facilities be shown on the Final Map.
- t. The plot plans shall be approved by the Fire Department showing fire hydrants and access for each phase of the project prior to the recording of the final map for that phase. Each phase shall comply independently with code requirements.
- u. The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting please call **(213) 482-6509**. You should advise any consultant representing you of this requirement as well.

#### **DEPARTMENT OF WATER AND POWER**

- 34. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1.(c).)

#### **BUREAU OF STREET LIGHTING – SPECIFIC CONDITIONS**

- 35. Street Lighting clearance for this Street Light Maintenance Assessment District condition is conducted at 1149 S. Broadway Suite 200. Street Lighting improvement condition clearance will be conducted at the Bureau of Engineering District office, see condition S-3. (c).
- 36. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or

annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District.

37. Existing street lighting facilities shall be upgraded and or relocated and new street lighting facilities shall be installed to meet current BSL illumination standards on all existing and new roadways and sidewalks adjacent to and included within the boundary of the Tract Map. This includes LAWA private roadways/sidewalks where the BSL will operated and maintain the street lighting as requested by LAWA.

#### **BUREAU OF SANITATION**

38. Wastewater Collection Systems Division of the Bureau of Sanitation has inspected the sewer/storm drain lines serving the subject tract and found potential problems to their structure or potential maintenance problems, as stated in the memo dated June 8, 2017. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

#### **DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS**

39. Prior to the recordation of the final map, the subdivider shall assure, in a manner satisfactory to the Department of City Planning, the following:
- a. Limit the proposed development to a maximum of 15 lots.
  - b. **Note to City Zoning Engineer and Plan Check.** The Advisory Agency has approved the following variations from the Los Angeles Municipal Code as it applies to this subdivision and the proposed development on the site:  
  
Not Applicable
  - c. The applicant shall install an air filtration system(s) to reduce the effects of diminished air quality on occupants of the project.
  - d. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
  - e. That the subdivider consider the use of natural gas and/or solar energy and consult with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.
  - f. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

40. That the subdivider shall assure compliance with the Los Angeles International Airport **Specific Plan** prior to the issuance of a building permit, grading permit and the recordation of the final tract map.
41. Prior to the issuance of a grading permit, the subdivider shall assure compliance with the following haul route conditions:
- a. Designated Truck Routes. For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets). Streets to be used are limited to:
    - Aviation Boulevard (Imperial Highway to Manchester Boulevard)
    - Manchester Boulevard (Aviation Boulevard to I-405)
    - Florence Avenue (Aviation Boulevard to I-405)
    - La Cienega Boulevard (north of Imperial Highway)
    - Pershing Drive (Westchester Parkway to Imperial Highway)
    - Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
    - Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
    - Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
    - Imperial Highway (Pershing Drive to I-405)
    - I-405
    - I-105
  - b. Designated Truck Delivery Hours. To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
  - c. Stockpile Locations. All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.
  - d. Trucks shall be restricted to 10-wheel dump trucks or smaller for streets with a width of 25 feet or less. Eighteen-wheel dump trucks are permitted on streets with a width greater than 25 feet. **There shall be no staging or parking of construction vehicles on any of the streets.**

- e. The Emergency Operations Division, Specialized Enforcement Section of the Los Angeles Police Department shall be notified prior to the start of hauling (213) 486-0777.
- f. Streets shall be cleaned of spilled materials at the termination of each work day.
- g. The final approved haul routes and all the conditions of approval shall be available on the job site at all times.
- h. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- i. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
- j. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- k. All trucks are to be watered at the job site to prevent excessive blowing dirt.
- l. All trucks are to be cleaned of loose earth at the job site to prevent spilling. Any material spilled on the public street shall be removed by the contractor.
- m. The applicant shall be in conformance with the State of California, Department of Transportation, policy regarding movements of reducible loads.
- n. All regulations set forth in the State of California Department of Motor Vehicles pertaining to the hauling of earth shall be complied with.
- o. A Truck Crossing warning sign shall be placed 300 feet in advance of the exit in each direction.
- p. One flag person(s) shall be required at the job and dump sites to assist the trucks in and out of the project area. Flag person(s) and warning signs shall be in compliance with Part II of the 1985 Edition of Work Area Traffic Control Handbook.
- q. The City of Los Angeles, Department of Transportation, telephone (213) 485-2298, shall be notified 72 hours prior to beginning operations in order to have temporary No Parking signs posted along the route, as needed.
- r. Any desire to change the prescribed routes must be approved by the concerned governmental agencies by contacting Street Services



Investigation and Enforcement Division at (213) 847-6000 before the change takes place.

- s. The permittee shall notify Street Services Investigation and Enforcement Division, (213) 847-6000, at least 72 hours prior to the beginning of hauling operations and shall also notify the Division immediately upon completion of hauling operations.
- t. A surety or cash bond shall be posted in an amount satisfactory to the City Engineer for maintenance of haul route streets. The forms for the bond will be issued by the Central Los Angeles District Engineering Office, 201 N. Figueroa Street, Land Development Section, Suite 1150, Los Angeles, CA 90012. Further information regarding the bond may be obtained by calling (213) 202-3495.

#### **DEPARTMENT OF CITY PLANNING - ENVIRONMENTAL MITIGATION MEASURES**

42. **Construction Mitigation Conditions** - Prior to the issuance of a grading or building permit, or the recordation of the final map, the subdivider shall assure compliance with the following:

CM-1. That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**

- a. Locate the sign in a conspicuous place on the subject site or structure (if developed) so that it can be easily read by the public. The sign must be sturdily attached to a wooden post if it will be free-standing.
- b. Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period.
- c. If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres, or portion thereof. Each sign must be posted in a prominent location.

CM-2. [MM-AQ (LAMP)-1] Preferential Use of Renewable Diesel Fuel. LAWA will require the use of renewable diesel fuel in proposed Project construction off-road equipment and on-site, on-road trucks for at least 90 percent of diesel fuel demand. Renewable diesel fuel is available locally for fleetwide

use and has been shown to reduce criteria pollutant and greenhouse gas emissions from diesel engines.

**CM-3. [LAX-AQ-1] Construction-Related Air Quality Control Measures.**

- a. Post a publicly visible sign(s) with the telephone number and person to contact regarding dust complaints; this person shall respond and take corrective action within 24 hours.
- b. During construction, the contractor shall demonstrate that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.
- c. All roadways, driveways, sidewalks, etc., being installed as part of the project should be completed as soon as practical; in addition, building pads should be laid as soon as practical after grading.
- d. Prohibit idling or queuing of diesel-fueled vehicles and equipment in excess of five minutes. This requirement will be included in specifications for any LAX projects requiring on-site construction. Exemptions may be granted for safety-related and operational reasons, as defined by CARB or as approved by LAWA.
- e. All diesel-fueled equipment used for construction will be outfitted with the best available emission control devices, where technologically feasible, primarily to reduce emissions of diesel particulate matter (PM), including fine PM (PM<sub>2.5</sub>), and secondarily, to reduce emissions of NO<sub>x</sub>. This requirement shall apply to diesel-fueled off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators). (It is unlikely that this measure will apply to equipment with Tier 4 engines, as these engines typically already incorporate the best available emission control devices.) The emission control devices utilized in construction equipment shall be verified or certified by California Air Resources Board or US Environmental Protection Agency for use in on-road or off-road vehicles or engines. For multi-year construction projects, a reassessment of equipment availability, equipment fleet mixtures, and best available emissions control devices shall be conducted annually for equipment newly brought to the project site each year.
- f. Pave all construction access roads at least 100 feet onto the site from the main road.
- g. To the extent feasible, have construction employees commute during off-peak hours.

- h. Make access available for on-site lunch trucks during construction, as feasible and consistent with requirements pertaining to airport security, to minimize off-site worker vehicle trips.
- i. Utilize on-site rock crushing facility, when feasible, during construction to reuse rock/concrete and minimize off-site truck haul trips.
- j. Every effort shall be made to utilize grid-based electric power at any construction site, where feasible. Grid-based power can be from a direct hookup or a tie in to electricity from power poles. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- k. Suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of LAX.
- l. Prohibit tampering with construction equipment to increase horsepower or to defeat emission control devices.
- m. The contractor or builder shall designate a person or persons to ensure the implementation of all components of the construction-related measure through direct inspections, record reviews, and investigations of complaints.
- n. Locate rock-crushing operations and construction material stockpiles for all LAX-related construction in areas away from LAX-adjacent residents, to the extent possible, to reduce impacts from emissions of fugitive dust.
- o. On-road medium-duty and larger diesel-powered trucks used on LAX construction projects with a gross vehicle weight rating of at least 14,001 pounds shall, at a minimum, comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor requirements to utilize such on-road haul trucks or the next cleanest vehicle available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.
- p. All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor requirements to utilize Tier 4 (final) equipment or next cleanest equipment available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.

- q. The on-road haul truck and off-road construction equipment requirements set forth in Standard Air Quality Control Measures CM-3o. and CM-3p. above shall apply unless any of the following circumstances exist and the Contractor provides a written finding consistent with project contract requirements that:
- (1) The Contractor does not have the required types of on-road haul trucks or off-road construction equipment within its current available inventory and intends to meet the requirements of the Measures CM-3o. and CM-3p. as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Contractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
  - (2) The Contractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet been provided due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with Measures CM-3o. and CM-3p., but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
  - (3) Contractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Measures CM-3o and CM-3p at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the requirements of Measures CM-3o and CM-3p, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.

- (4) Construction-related diesel equipment or vehicle will be used on the project site for fewer than 20 calendar days per calendar year. The Contractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this exception (Measure CM-3q) to circumvent the intent of Measures CM-3o and CM-3p.
- (5) Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three (3) leasing/rental companies that provide construction-related on-road trucks of the type specified in Measure CM-3o above (i.e., medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds) or diesel-powered off-road construction equipment such as the types to be used by the Contractor, documenting the availability/unavailability of the required types of trucks/equipment. LAWA will, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a 120 mile radius of LAX, which may be used in reviewing the acceptability of the Contractor's good faith efforts and due diligence.

In any of the situations described above, the Contractor/ Subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step down schedules in Table 1-A for Off-Road Equipment and Table 1-B for On-Road Equipment.

Nothing in the above shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.

How to use Table 1-A and Table 1-B: For example, if Compliance Alternative #1 is required by this policy but Contractor cannot obtain an off-road vehicle that meets the Tier 4 interim standard (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then Contractor shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 3 engine standard equipped with a Level 3 VDECS. Should Contractor not be able to supply a vehicle with a Tier 3 engine equipped with a Level 3 VDECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to Contractor's ability to obtain a vehicle meeting Compliance Alternative #2, Contractor shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If

Contractor is proposing an exemption for on-road equipment, the step down schedule in Table B should be used. Contractor must demonstrate that it has satisfied one of the exceptions listed above before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that Contractor has exercised due diligence in supplying the cleanest fleet available.

**Table 1-A: Off-Road Vehicle Compliance Step-Down Schedule**

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	Tier 4 <i>interim</i>	N/A*
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 3	Uncontrolled
8	Tier 2	Uncontrolled
9	Tier 1	Level 2
Equipment less than Tier 1, Level 2 shall not be permitted.		
* Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		

**Table 1-B: On-Road Vehicle Compliance Step-Down Schedule**

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	2007	N/A*
2	2004	Level 3
3	1998	Level 3
4	2004	Uncontrolled
5	1998	Uncontrolled
* 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

CM-4. [MM-N (LAMP)-1] Noise Curtains. LAWA shall require construction contractors to use noise curtains, noise blankets, temporary sound walls, or their equivalent during construction to shield nearby sensitive receptors from construction equipment-related noise when an increase of 5 dB(A) is projected to occur over the baseline exterior level. To verify efficiency of the noise reduction features, LAWA will measure construction noise levels at the closest sensitive receptors in compliance with City of Los Angeles standards. If noise levels exceed the 5 dB(A) increase, LAWA will implement additional technological solutions and installation equipment and

will repeat measuring construction noise levels, until an increase of 5 dB(A) does not occur.

**CM-5. [LAX-N-1] Construction-Related Noise Control.** The following measures shall be implemented to reduce construction-related noise impacts:

**a. Construction Noise Control**

- (1) For all projects near noise-sensitive uses, noise control devices shall be used and maintained, such as equipment mufflers, enclosures, and barriers. Natural and artificial barriers, such as ground elevation changes and existing buildings, may be used to shield construction noise from noise-sensitive uses.
- (2) Stationary source equipment that is flexible with regard to relocation (such as generators and compressors) shall be located at the greatest distance practical from sensitive land uses, and unnecessary idling of equipment shall be prohibited.

**b. Construction Staging**

- (1) Construction operations shall be staged as far from noise-sensitive uses as feasible.
- (2) Loading and unloading of heavy construction materials shall be located on-site and away from noise-sensitive uses, to the extent feasible.

**c. Equipment Replacement.** Use "quiet-design" air compressors and other stationary noise sources when such technology/equipment is commercially available.

**d. Construction Scheduling.** The timing and/or sequence of the noisiest on-site construction activities shall avoid sensitive times of the day, as feasible (9 p.m. to 7 a.m. Monday - Friday; 6 p.m. to 8 a.m. Saturday; anytime on Sunday or holidays).

**CM-6. [MM-ST (LAMP)-1] Construction Traffic Project Task Force.**

- a.** LAWA would establish a Project Task Force specific to the LAX Landside Access Modernization Program that may be comprised of key stakeholders from LAWA, the Coordination and Logistic Management Team (CALM), other City departments, and others as deemed appropriate. This Project Task Force would provide input into worksite traffic control plans and other traffic management plans



that are developed for the Project. The Project Task Force would review the traffic management plans to ensure the following topics are considered:

- Coordination with all other LAWA construction projects;
  - Coordination with other public infrastructure projects;
  - Detour impact analysis for pedestrian, business, bicycle, and traffic flow;
  - Coordinate closures and restricted access with all potential special events and holiday traffic flow
  - Notification to the public with use of static signage, changeable message signs, media announcements, Airport website, etc.;
  - Work with LAWA police and the Los Angeles Police Department to enforce delivery times and routes;
  - Coordinate with police and fire personnel regarding maintenance of emergency access and response times;
  - Monitor and coordinate deliveries;
  - Establish detour routes;
  - Work with residential and commercial neighbors regarding upcoming construction activities; and
  - Analyze traffic conditions to determine the need for additional traffic signals, signs, lane restriping, signal modifications, etc.
- b. The Project Task Force would collaborate with the appropriate groups to develop a comprehensive and long-term communication and construction impact outreach strategy for implementation during construction. The Task Force would work closely with other LAWA departments, including Public Relations, Planning and Development, and Operations. The Task Force would also ensure that an innovative and effective construction outreach and communication strategy is developed to keep key stakeholders, businesses, and residents notified and informed during construction of the proposed Project.
- c. Prior to initiation of construction, contractors would be required to complete a Traffic Management Plan (TMP) with associated Haul Routes and Worksite Traffic Control Plans (WTCP), as well as Temporary Traffic Signal Plans (TTS), and Temporary Street Lighting (TSL) Plans if TTSs and TSLs are needed. The TMP would include a description of how the contractor will manage all construction-related traffic, deliveries, shift hours, parking locations, haul routes, and modifications to shuttle system operations, if any. The WTCP would detail the locations for variable message and other signs, any lane striping changes, any detours, and traffic signal modifications. The WTCP, TTS, TSL, and Haul Routes would require input from the Project Task Force as well as any appropriate

agencies and departments. Contractor compliance would be monitored throughout the duration of their contract. LAWA would require contractors to implement and comply with the following TMP measures to reduce construction-related traffic impacts associated with projects at LAX, including:

- (1) **Designated Truck Delivery Hours.** To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
- (2) **Designated Truck Routes.** For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets).

Designated truck routes are limited to:

- Aviation Boulevard (Imperial Highway to Manchester Boulevard)
  - Manchester Boulevard (Aviation Boulevard to I-405)
  - Florence Avenue (Aviation Boulevard to I-405)
  - La Cienega Boulevard (north of Imperial Highway)
  - Pershing Drive (Westchester Parkway to Imperial Highway)
  - Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
  - Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
  - Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
  - Imperial Highway (Pershing Drive to I-405)
  - I-405
  - I-105
- (3) **Stockpile Locations.** All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.

- CM-7. [MM-ST (LAMP)-2] **Maintenance of Traffic.** To ensure that continued vehicular access to community facilities is maintained, the contractor shall provide at least one lane of traffic in each direction on access cross streets that are not going to be dead-ended during construction. If one lane of traffic cannot be maintained, the contractor shall provide a detour route for motorists.
- CM-8. [MM-ST (LAMP)-3] **Worksite Traffic Control Plans.** Before the start of construction, Worksite Traffic Control Plans (WTCP) and Traffic Circulation Plans, including identification of detour requirements, will be formulated in cooperation with the affected municipalities and other jurisdictions (County, State) in accordance with the Work Area Traffic Control Handbook (WATCH) manual and the California Manual on Uniform Traffic Control Devices (MUTCD) as required by the relevant municipality. The WTCPs will be based on lane requirements and other special requirements defined by the Los Angeles City Department of Transportation (LADOT), the affected municipalities for construction within their City and from other appropriate agencies for construction in those jurisdictions. The WTCP's shall be designed to maintain designated Safe Routes to School wherever possible during times of the year when nearby schools are in session. The WTCP's shall be reviewed and coordinated with the LAWA Project Task Force 30 days in advance of any restriction or closure, or with as much notice as technically feasible.
- CM-9. [MM-ST (LAMP)-4] **Roadway Closure Restrictions.** No designated major or secondary highway will be closed to vehicular or pedestrian traffic except at night or on weekends, unless approval is granted by the jurisdiction in which it is located.
- CM-10. [MM-ST (LAMP)-5] **Traffic Maintenance During Construction.** The following would be implemented during construction when appropriate City departments or local jurisdictions deem necessary:
- a. Deliveries and pick-ups of construction materials shall be scheduled during non-peak travel periods to the degree possible and coordinated to reduce the potential of trucks waiting to load or unload for protracted periods of time.
  - b. Access shall remain unobstructed, or equivalent alternate access provided for land uses in proximity to the Project site during construction.
  - c. Unless otherwise specified in the WTCP, the contractor shall maintain access to the businesses that rely on on-street parking and pedestrian access during construction. If it is necessary to

temporarily restrict access to a business, the contractor shall provide the facility advance notice of restrictions. Unless otherwise specified in the WTCP, the contractor shall schedule access restrictions to off-peak hours or during times when the business is closed and shall not fully restrict access for the total hours of operation of business on any given day of operation.

- d. Relative to maintaining access to businesses, construction activities shall be sequenced to minimize the temporary removal of multiple blocks of on-street parking at one time unless otherwise specified by the WTCP.
- e. Contractors shall use temporary special signage to inform the public of closure information in advance of temporary closures. Signage shall also provide special access directions, if warranted.
- f. Notice of closure will be prepared by the contractor with legible maps and reviewed prior to dissemination by the Project Task Force.
- g. A construction management plan shall be developed by the contractor and will be implemented during construction, to include the following:
  - (1) Establish requirements for the loading, unloading, and storage of materials on the Project site
  - (2) Coordinate with the City and emergency and safety service providers to ensure adequate access is maintained to the project site and neighboring businesses.
- h. In addition to the mitigation measures identified above, the contractor would be required to comply with City and local jurisdiction guidelines and regulations.

CM-11. [LAX-BR-1] Conservation of Faunal Resources: Nesting Birds/Raptors. LAWA shall require construction contractors to implement the following measures:

- a. Construction shall be scheduled outside of nesting season for those areas of the project site that have a potential for nesting birds/raptors, if feasible.
- b. If construction is scheduled to occur during the nesting season for birds/raptors (generally February 1 to June 30 for raptors and March 15 to August 15 for other birds), vegetation clearing for the proposed Project shall be conducted outside the nesting season, if feasible.

- c. If it is not feasible to schedule vegetation clearing outside of nesting season, then a qualified avian biologist ("biologist") shall inspect the shrubs/trees prior to project activities to ensure that no nesting birds/raptors are present. The qualified avian biologist shall be approved by LAWA, and shall have authority to halt construction activities if nesting birds/raptors are disturbed.
- d. If the biologist finds an active nest within the construction area, or in the vicinity, and determines that the nest may be impacted, the biologist shall delineate an appropriate buffer zone; the size of the buffer zone will depend on the species and the type of construction activity. Only construction activities (if any) that have been approved by the biologist will take place within the buffer zone until the young have fledged and are independent of the adults and nest.
- e. The biologist, shall be present and monitor during construction activities near active nest areas to ensure that no adverse impacts on nesting birds/raptors or young occur. The biologist shall submit weekly reports to LAWA.
- f. Appropriate bird exclusion methods shall be used to discourage birds from nesting in construction equipment and facilities, if determined by the wildlife biologist to be necessary. Bird netting shall not be used as an exclusion method in order to avoid potential bird entanglement.
- g. These impact avoidance measures shall be coordinated with LAWA's United States Department of Agriculture (USDA) Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

**CM-12. [LAX-BR-2] Conservation of Floral Resources: Mature Tree Replacement – Nesting Raptors. LAWA shall require construction contractors to implement the following measures:**

- a. Prior to construction, affected areas shall be surveyed by a qualified avian biologist (see LAX-BR-1) to identify potential areas for raptor nesting. Results of the survey shall be reported to LAWA. For areas of the project site that have potential for nesting raptors to occur, all mature trees within such areas shall be inspected for current or past raptor nesting activity prior to initiating construction activities during the nesting season (February 1 to June 30).
- b. Inspections for signs of raptor nesting may be conducted outside of nesting season. The biologist shall identify active nests, and

evidence of past raptor nesting in mature trees to be removed from the construction area.

- c. Results of surveys and inspections shall be reported to LAWA on a timely basis.
- d. LAWA shall compensate at a ratio of 2:1 for the loss of mature trees with either active nests or evidence of past raptor nesting, which would occur as a result of implementation of any of the project components. The species of newly planted replacement trees shall be local native tree species to the extent feasible. Each mitigation tree shall be at least a 15-gallon or larger specimen. The replacement trees shall be planted within the boundaries of LAX or at a suitable off-site location. If mitigation occurs within LAX boundaries, the replacement site and tree species will be determined in consultation with LAWA's USDA Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

**CM-13. [LAX-AR-1] Conformance with LAWA's Archaeological Treatment Plan.**

Prior to initiation of any project-related grading or excavation activities, LAWA shall retain an on-site Cultural Resource Monitor (CRM), as defined in LAWA's Archaeological Treatment Plan (ATP), who will determine if the proposed project is subject to archaeological monitoring. As defined in the ATP, areas are not subject to archaeological monitoring if they contain redeposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable cultural resources, and therefore do not require monitoring). LAWA shall retain an archaeologist to monitor excavation activities in native or virgin soils in accordance with the detailed monitoring procedures and other procedures outlined in the ATP regarding treatment for previously unidentified archaeological resources that are encountered during construction. Monitoring will be subject to the provisions identified below.

- a. **Monitoring Requirements.** In accordance with the ATP, the CRM will compare the known depth of redeposited fill or disturbance to the depth of planned grading activities, based on a review of construction plans that provide details about the extent and depth of project-related grading and other development-related data, such as geotechnical investigations that include soils borings and delineation of subsurface strata types. Such detailed information regarding excavation plans and subsurface investigations will be completed and made available prior to the start of grading and construction. If the CRM determines, based on the detailed plans and data, that all

or specific portions of the proposed project area warrant archaeological monitoring during grading activities, a qualified archaeologist (an archaeologist who satisfies the Secretary of the Interior's Professional Qualifications Standards [36 CFR 61]) shall be retained by LAWA to inspect excavation and grading activities that occur within native material. The extent and frequency of inspection shall be defined based on consultation with the archaeologist and the requirements of the ATP, which stipulates that ground-disturbing activity in areas designated as having a high potential for subsurface archaeological deposits will be monitored full time, and such activities in areas designated as potentially containing redeposited fill or having been disturbed will be monitored periodically or suspended entirely as determined by the consulting archaeologist and LAWA. Following initial inspection of excavation materials, the archaeologist may adjust inspection protocols as work proceeds.

- b. Identification, Evaluation, and Recovery. In accordance with State CEQA Guidelines Section 15126.4(b)(1), should archaeological resources that are either historical resources or unique archaeological resources be discovered, preservation in place is the preferred manner for mitigating impacts to archaeological sites. When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Identification, evaluation, and recovery of cultural resources shall be conducted in accordance with the methods established in the ATP including, but not limited to, methods pertaining to surface recordation, shovel test excavations, test unit excavations, laboratory analysis, reporting, and curation. If potentially significant resources are identified, the monitoring archaeologist shall be empowered to halt construction activities within 25 to 50 feet of the identified resource. If Native American cultural resources are encountered, LAWA shall comply with guidance established in the ATP for retaining a Native American monitor including, but not limited to, notification of the NAHC and, based on the recommendations from NAHC, retention of a Native American monitor from a list of suitable candidates supplied by NAHC. If human remains are found, LAWA shall comply with the State Health and Safety Code Section 7050.5 regarding the appropriate treatment of those remains as outlined in the ATP, which requires notification of the Los Angeles County Coroner's Office, notification of the NAHC and the Most Likely Native American Descendent if the remains are those of a Native American,

immediately halting field work or grading in any area reasonably suspected to overlie adjacent human remains, cordoning off the site, and proper treatment and burial.

- c. **Reporting and Curation.** Reporting shall be completed in conformance with the guidelines set forth by the Office of Historic Preservation for Archaeological Research Management Reports and requirements established in the ATP pertaining to the contents of the Archaeological/Cultural Monitor Report. Proper curation and archiving of artifacts shall be conducted in accordance with industry and federal standards and as outlined in the ATP.

**CM-14. [LAX-AR-2] Archaeological Resources Construction Personnel Briefing.** Prior to initiation of grading activities, LAWA shall require the consulting archaeologist to provide construction personnel with a briefing in the identification of archaeological resources and in the correct procedures for notifying the relevant individuals should such a discovery occur.

**CM-15. [LAX-PR-1] Conformance with LAWA's Paleontological Management Treatment Plan (PMTP).** Prior to initiation of grading activities, LAWA shall retain a professional paleontologist, as defined in LAWA's PMTP, who will determine if the proposed site exhibits a high or low potential for subsurface resources. As defined in the PMTP, areas are not subject to paleontological monitoring if they contain re-deposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable paleontological resources, and therefore do not warrant monitoring). If the project site is determined to exhibit a high potential for paleontological resources, paleontological monitoring shall be conducted by a professional paleontologist. If the project site is determined to exhibit a low potential for subsurface deposits, excavation need not be monitored as per the PMTP.

- a. **Monitoring Requirements.** In accordance with the PMTP, LAWA shall supply the paleontological monitor (PM) with a construction schedule and any construction, grading, excavation and/or shoring plans prior to the initiation of ground-disturbing activities. LAWA shall also provide the PM access to geotechnical studies completed for the project that contain information indicating subsurface strata types, which can help delineate the areal extent and depth of previously disturbed areas as distinguished from undisturbed areas. Emphasis in identifying construction areas that warrant monitoring shall be placed on the specific portions of the project area identified as exhibiting a high potential for subsurface resources, based on the location of known paleontological localities and/or resources and the identification of areas in which no known disturbances have



occurred. The identification of areas to be monitored shall be made by the on-site PM or PM designee in consultation with the appropriate LAWA representative, construction supervisor, and/or geologist, and in accordance with the requirements of the PMTP. Areas of low potential for subsurface paleontological deposits, as documented by technical sources to be underlain by fill materials, or areas that exhibit a high degree of previous disturbance, based on soil testing shall not be monitored. If excavation activities are scheduled to go below the documented level of fill materials, paleontological monitoring shall be initiated when formational sediments are expected to be reached by earthmoving activities.

- b. Identification, Evaluation, and Recovery. The PM or PM designee shall identify, evaluate, and recover paleontological resources in accordance with the relevant provisions of the PMTP including, but not limited to, monitoring parameters and specifications, safety issues, paleontological resource collection, fossil preparation and curation procedures, fossil donation protocols, and reporting.

CM-16. [LAX-PR-2] Paleontological Resources Construction Personnel Briefing. Prior to initiation of grading activities, LAWA shall require the PM or PM designee to brief construction personnel in the identification of fossils or fossiliferous deposits and in the correct procedures for notifying the relevant individuals should such a discovery occur.

CM-17. [LAX-HM-1] Ensure Continued Implementation of Existing Remediation Efforts Affected by Onsite Construction. Prior to initiating construction, LAWA or its contractor will conduct a pre-construction evaluation to determine if the proposed construction will interfere with existing soil or groundwater remediation efforts. For sites currently on LAX property, LAWA or its contractor will work with tenants to ensure that, to the extent possible, remediation is complete prior to the construction. If remediation must be interrupted to allow for project construction, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.

CM-18. [LAX-HM-2] Ensure Continued Implementation of Existing Remediation Efforts on Parcels Subject to Acquisition. For properties to be acquired, LAWA or its contractor will evaluate the status of all existing soil and groundwater remediation efforts. As part of this evaluation, LAWA or its contractor will assess the projected time required to complete the remediation activities and will coordinate with the land owner and the agency with jurisdiction to ensure that remediation is completed prior to scheduled demolition and construction activities, if possible. In cases where remediation cannot be completed prior to demolition and construction activities, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project component and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.

43. **Project/Operation Mitigation Conditions.** Prior to the issuance of a grading or building permit, or the recordation of the final map, the subdivider shall assure compliance with the following:

PM-1. [LAX-AQ-2] Transportation-Related Air Quality Control Measures.

- a. Provide preferential parking locations for ultra-low emission vehicles/super low emission vehicles/zero emission vehicles (ULEV/SULEV/ZEV) in all (including employee) LAX lots; provide free charging stations for ZEV; include public outreach to reduce air emissions from automobiles accessing airport parking.
- b. Develop measures to reduce air emissions of vehicles in line to exit parking lots such as pay-on-foot (before getting into car) to minimizing idle time at parking check out, including public outreach.
- c. Implement on-site circulation plan in parking lots to reduce time and associated air emissions from vehicles circulating through lots looking for parking.

- d. Promote "best-engine" technology for rental cars using on-airport rent-a-car facilities to reduce vehicle air emissions.
- e. Consolidate non-rental car shuttles using SULEV/ZEV engines to reduce vehicle air emissions.
- f. Cover, if feasible, any parking structures that receive direct sunlight, to reduce volatile emissions from vehicle gasoline tanks; and install solar panels on these roofs where feasible to supply electricity or hot water to reduce power production demand and associated air emissions at utility plants.
- g. Incorporate quick entry and exit parking systems in the project level design of new parking lots/structures.
- h. Include advanced signage in the design of new parking structures that could advise airport users of available parking spaces within the structure.

PM-2. [LAX-AQ-3] Operations-Related Air Quality Control Measure. LAWA will promote the use of electric lawn mowers and leaf blowers, as these units become available for commercial use, for landscape maintenance associated with the proposed project.

PM-3. [MM-GHG (LAMP)-1] Incorporate Solar Energy into LAX Landside Access Modernization Program Facilities. LAWA will provide solar power generation totaling a minimum of 5.70 megawatts in AC output capacity (MWAC) as part of the implementation of the LAX Landside Access Modernization Program.

PM-4. [LAX-A-1] Lighting Controls. Prior to final approval of plans for new lighting, LAWA will conduct reviews of lighting type and placement to ensure that lighting will not interfere with aeronautical lights or otherwise impair Airport Traffic Control Tower or pilot operations. Plan reviews will also ensure, where feasible, that lighting is shielded and focused to avoid glare or unnecessary light spillover.

PM-5. [MM-HW (LAMP)-1] Stormwater Management Facilities (Project-Specific). Table 2 presents the volume of stormwater that would require management to meet the water quality treatment requirement for each proposed Project component, as well as the additional on-site runoff storage/detention that would be needed to fully mitigate peak runoff depth downstream for the 10-year storm event. The design and sizing of drainage system and stormwater quality treatment facilities for the proposed Project shall accommodate those storage requirements. The following table is a

description of the design provisions for each Project component that could meet the storage requirements.

**Table 2**

<b>LAMP COMPONENT</b>	<b>WATER QUALITY REQUIREMENT (ft3)</b>	<b>ADDITIONAL DRAINAGE REQUIREMENT (ft3)</b>	<b>TOTAL (ft3)</b>
ITF West	45,000	49,000	94,000
APM MSF Facility	7,000	16,000	23,000
APM Guideway (entire length)	54000	New Storm Drains	54,000
New Roadways	130,000	New Storm Drains	130,000

LAWA shall include the following measures, or functional equivalents, in the design of each component of the proposed Project to reduce Project-specific impacts on stormwater drainage and flooding:

- a. ITF West. A 1.1-acre site for combined retention and detention will be provided, or functional equivalent, to retain 45,000 ft3 (0.86 acre) of runoff and detain 50,000 ft3 (0.23 acre).
- b. APM MSF. A 0.2-acre site for combined retention and detention will be provided, or functional equivalent, to retain 7,000 ft3 of runoff (0.13 acre) and detain 16,000 ft3 (0.07 acre).
- c. Roadways and APM Guideway. For roadways, approximately 2.5 acres of swales will be provided, or functional equivalent, to retain 130,000 ft3 of runoff. For the APM guideway, approximately 1 acre of surface-level bioretention features will be provided, or functional equivalent, to treat 54,000 ft3 of runoff.

**PM-6. [MM-HWA (LAMP)-2] Stormwater Management Facilities (Project-Specific).** LAWA shall include the following measures, or functional equivalents, in the design of stormdrain system improvements for the proposed Project to address deficiencies of local drainages:

- a. LAWA will construct or support on a fair-share basis, improvements to the existing line with larger diameter lines to address the existing drainage deficiencies within the storm drain line along 96<sup>th</sup> Street, Airport Boulevard, and Century Boulevard.

**PM-7. [MM-HWA (LAMP)-3] Stormwater Management Facilities (Programmatic).** LAWA shall implement the following measures for future related development to reduce impacts on stormwater drainage and flooding:

- a. LAWA will use site design and stormwater management to maintain the site's pre-development runoff rates and volumes for future related development project sites. One hundred percent of rainwater

from a three-quarter inch rainstorm will be completely captured, infiltrated, and/or used on-site. LAWA will employ the use of underground cisterns, swales, storm drains, or other stormwater management facilities to achieve this result.

#### **DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION**

44. The applicant shall comply with any requirements of the Department of Building and Safety, Grading Division, for recordation of the final map and issuance of any permit.
45. Pursuant to Section 17.56 of the Los Angeles Municipal Code, each approved Tract Map recorded with the County Recorder shall contain the following statement:

The approval of this Tract Map shall not be construed as having been based upon geological investigation such as will authorize the issuance of building permits on the subject property. Such permits will be issued only at such time as the Department of Building and Safety has received such topographic maps and geological reports as it deems necessary to justify the issuance of such building permits.

#### **BUREAU OF STREET SERVICES, URBAN FORESTRY DIVISION – SPECIFIC CONDITIONS**

46. Existing trees within Vesting Tentative Tract No. 74322 are identified in tree inventories titled "Inventory of City of Los Angeles Street Trees", prepared by Carlberg Associates on January 2015 and August 15, 2016. Removal of any trees identified in the "Inventory of City of Los Angeles Street Trees" or any other trees that are located within the Public Street Easements to be merged with Vesting Tentative Tract No. 74322, shall require Board of Public Works approval per LAMC Chapter 4, Article 2, Sections 62.161, 62.162, and 62.169. A tree removal application shall be submitted to the Bureau of Street Services, Urban Forestry Division. The applicant shall fulfill the 2:1 tree replacement policy. The CEQA document must address all tree removals in Public Street Easements.
47. Replacement/Mitigation trees within the public right-of-way shall be installed per the City Standard Plans and the Bureau of Street Services tree planting policies.
48. Upon compliance with its conditions and requirements, the Bureau of Street Services will forward the necessary clearances to the Bureau of Engineering (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-3(d)).

#### **BUREAU OF ENGINEERING - STANDARD CONDITIONS**

- S-1. (a) That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the Municipal Code. Same as Condition 23
- (b) That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.  
to be cleared by Survey after monument install?
- (c) That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements. Same as Condition 34
- (d) That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.  
Same as Condition 24
- (e) That drainage matters be taken care of satisfactory to the City Engineer.  
Covered under Condition 30r for lot 13 drainage?
- (f) That satisfactory street, sewer and drainage plans and profiles as required, together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.  
same as 28 and 29?
- (g) That any required slope easements be dedicated by the final map.  
Not applicable
- (h) That each lot in the tract comply with the width and area requirements of the Zoning Ordinance.  
Same as LADBS condition 31
- (i) That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.  
Not applicable
- (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.  
Not applicable
- (k) That no public street grade exceeds 15%.  
Not applicable
- (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 2010.  
This has been done.

S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:

- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.

Same as S-1(b) to be cleared by Survey after monument install?

- (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.

This is done on the B Permit

- (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.

Not applicable

- (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.

same as 28 and 29?

- (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.

Same as Condition 23 and S-1(a)

S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.

covered under condition 30 and letter of guarantee

- (b) Construct any necessary drainage facilities.

covered under condition 30 and letter of guarantee

- (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.

Same as Condition 37 from LABSL

Notes:

The quantity of street lights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering condition S-3 (i), requiring an improvement that will change the geometrics of the public roadway or driveway apron may require

additional or the reconstruction of street lighting improvements as part of that condition.

- (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the Bureau of Street Maintenance. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree planting, the subdivider or contractor shall notify the Urban Forestry Division ((213) 847-3077) upon completion of construction to expedite tree planting.  
Same as condition 46-48 from BSS
- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.  
covered under condition 30 and letter of guarantee
- (f) Construct access ramps for the handicapped as required by the City Engineer.  
covered under condition 30 and letter of guarantee
- (g) Close any unused driveways satisfactory to the City Engineer.  
covered under condition 30 and letter of guarantee
- (h) Construct any necessary additional street improvements to comply with the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.  
covered under condition 30 and letter of guarantee
- (i) That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:  
covered under condition 30 and letter of guarantee  
No additional improvements are indicated.

#### NOTES:

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.



The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

### **FINDINGS OF FACT (CEQA)**

Pursuant to the California Environmental Quality Act (CEQA), the Deputy Advisory Agency confirmed City Council certification of Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014), effective June 7, 2017. As provided in the EIR and Addendum date September 2018, find, in the independent judgement of the decision-maker, that pursuant to CEQA Guidelines Section 15162, and based upon the whole of the record, no subsequent or supplemental EIR or negative declaration is required for approval of the project.

### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

**(a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

The properties are located within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan), and are designated for Airport Landside and Airport Landside Support uses. There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Los Angeles International Airport Specific Plan and the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision for 15 lots ranging in size from approximately 0.468 acres to 49.835 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly

support the development and use of the property for the facilities that the subdivision would enable.

As conditioned, the proposed map is consistent with applicable General and Specific Plans.

**(b) THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5."

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a significant portion of the property is under construction with portions of the Automated People Mover and APM Maintenance Facility. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 138 net acres (approximately 6,001,043 square feet). The proposed subdivision for 15 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City's General Plan, contains the following policies related to mobility and circulation:

**Policy 2.14 Street Design.** Designate a street's functional classification based upon its current dimensions, land use context, and role.

**Policy 2.17 Street Widenings.** Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

**Policy 3.2 People with Disabilities.** Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae, north of the project, is designated as a Boulevard II (Modified), having an approximately 92-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 86 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.

Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the applicable General and Specific Plans.

**(c) THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.**

The property consists of approximately 138 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally

level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11, and 13-15 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). The remaining proposed Lots 5-8, 10, and 12 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

**(d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.**

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The Department of Building and Safety, Grading Division, has tentatively approved the tract map without conditions, in accordance with the Grading Regulations, Section 91.3000 of the Los Angeles Municipal Code (LAMC), relative to Division 70 of the Building Code.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety.

- (e) **THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.**

The previously certified and adopted Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014, identified potential adverse impact on wildlife resources, air, water, plant life, or animal life; a finding of Overriding Consideration was adopted in conjunction with the approval of Case No. CPC-2016-3390-GPA-ZC-SP, which also considered the subdivision largely as proposed herein. Measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan. In addition, an Addendum, dated September 2018, was prepared to analyze the potential for new impacts or impacts previously identified but made worse, as a result of the revised project; namely, the expansion of the project area to include an existing 20-foot wide alleyway on the eastern edge of the proposed subdivision, now proposed to be incorporated into a previously proposed and approved Private Street. The Addendum concluded that the revised project did not result in either of these conditions. Furthermore, the project site, as well as the surrounding area is presently developed with structures and uses which do not provide a natural habitat for fish or significant wildlife.

- (f) **THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.**

There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community.


- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Finally, needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed tract.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
- 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
- 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

VINCENT P. BERTONI, AICP  
Advisory Agency



Griselda Gonzalez  
Deputy Advisory Agency

VPB:GG:JAH

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission or Area Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

Figueroa Plaza  
201 North Figueroa Street  
4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room 251  
Van Nuys, CA 91401  
(818) 374-5050

West Los Angeles  
Development Services Center  
1828 Sawtelle Blvd., 2nd Floor  
Los Angeles, CA 90025  
(310) 231-2912

Forms are also available on-line at <http://cityplanning.lacity.org>

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.



DEPARTMENT OF  
CITY PLANNING

COMMISSION OFFICE  
(213) 978-1300

CITY PLANNING COMMISSION

SAMANTHA MILLMAN  
PRESIDENT

CAROLINE CHOE  
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JENNA HORNSTOCK  
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KAREN MACK  
DANA M. PERLMAN  
RENEE DAKE WILSON

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

Exhibit 3

EXECUTIVE OFFICES

200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
(213) 978-1271

VINCENT P. BERTONI, AICP  
DIRECTOR

SHANA M.M. BONSTIN  
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP  
DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

Decision Date: May 27, 2022

Appeal End Date: June 6, 2022

Samantha Bricker (A)(O)  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

Evelyn Quintanilla (R)  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

CASE NO. VTT-74322-M2  
**MODIFICATION OF VESTING  
TENTATIVE TRACT**

Multiple Addresses within the Airport  
Landside Subarea of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014,  
and September 2018 Addendum  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Sections 17.03 and 17.11 of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved the **Second Modification** of Vesting Tentative Tract No. 74322, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on **map stamp-dated May 20, 2022** in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

**BACKGROUND**

The property consists of approximately 138 acres, generally bounded by Westchester Parkway and Arbor Vitae Street on the north, an alleyway (inclusive) between Belford Avenue and Bellanca Avenue on the east, 98th Street on the south, and Vicksburg Avenue, Sepulveda Boulevard, and Sepulveda Eastway on the west. The property is located within the Los Angeles International Airport Plan, the Los Angeles International Airport Specific Plan, and the Coastal Transportation Corridor Specific Plan. The property is entirely zoned LAX.

The property is largely developed with an on-grade parking lot, bus station, and rental car facilities. Large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

The proposed subdivision comprises a portion of the comprehensive Landside Access Modernization Program (LAMP) implemented by the Los Angeles World Airports to relieve and reroute public and private vehicle circulation to and from Los Angeles International Airport (LAX). As a whole, LAMP would provide a consolidated rental car facility, two intermodal transportation facilities, connectivity to a light-rail line, an elevated automated people-mover (APM) providing direct access to the terminals within LAX, and an APM maintenance facility.

On December 27, 2017, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322 for a subdivision composed of 17 lots over approximately 143 acres. The subdivision was for the purpose of facilitating the development of Los Angeles World Airport's Landside Access Modernization Program.

On October 11, 2019, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322-M1, a modification to the previously approved Vesting Tentative Tract No. 74322, to facilitate the consolidation of lots from 17 lots to 15 lots, reduce the area of Lot 9, add

the area of existing alleyways, accommodate the realignment of Private Street "A", vacated and merged several existing public rights-of-way. Additionally, the Deputy Advisory Agency adopted an Addendum dated September 2018.

This instant request (VTT-74322-M2) is the modification of the previously approved Vesting Tentative Tract No. 74322-M1. Most notable modifications between the previously approved map and the presently proposed map are:

- Modifications to various Bureau of Engineering conditions due to a changes in the Automated People Mover (APM) alignment. The APM was moved to the east side of the roadway and the median was removed.
- Modification to various Bureau of Engineering conditions due to updates in various roadway configurations.
- Modification to Bureau of Street Services-Urban Forestry Conditions.

The conditions below are modified as a result of the revised tract map as follows (deletions in ~~strikeout~~, additions in underline):

**BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right of way in accordance with the Collector Street Standard. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
2. That a 5-foot ~~and variable width~~ strip of land be dedicated along Westchester Parkway westerly of ~~newly proposed Jetway Boulevard "A" Street~~ (Private Street) to complete a 55-foot half right-of-way in accordance with Boulevard II of Mobility Plan 2035. Dedicate 25-foot radius property line return at the southwest and southeast corners of new Jetway Boulevard (Private Street) and Westchester Parkway. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
3. ~~That a 6-foot wide strip of land be dedicated along Arbor Vitae Street (between the alley east of Airport Boulevard and alley east of Belford Avenue) to complete a 48-foot half right-of-way in accordance with Modified Boulevard II, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 96 feet.~~

That a 6-foot wide strip of land be dedicated along the south side of Arbor Vitae Street (between the alley east of Airport Boulevard and new Maintenance Drive (Private Street) to complete a 48-foot wide half right-of-way in accordance with Modified Boulevard II Street standard with a total right of way width of 98-foot. Dedicate a 40-foot property radius return at the southwest corner of Maintenance Drive and Arbor Vitae Street. Dedicate and extend the public right-of-way of Arbor Vitae Street easterly across Maintenance Drive to 48.75 feet south of the property corner.

4. ~~That a variable width strip of land be dedicated along portion of Airport Boulevard to provide a 128-foot and 131-foot total right-of-way, as shown on the revised tentative map dated June 28, 2018, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 93rd Street, West 96th Street, and West 96th Place.~~

That sufficient right-of-way be dedicated along the west side of Airport Boulevard between Westchester Parkway and 96th Place to complete an 88-foot half right-of-way in accordance with Modified Boulevard I Street standard, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 96th Street, West 94th Street, West 96th Place, and southeast corner of 93rd Street. Dedicate an additional 2-foot strip of land on the east side of Airport

Boulevard along the frontage with Lot 10 to complete a 12-foot street border and 42-foot half right-of-way.

5. ~~That an 18-foot strip of land be dedicated along the southerly side of West 96th Street adjoining Lot 12 as proposed by the applicant shown on revised tentative map dated June 28, 2018.~~

That an 18-foot wide strip of land be dedicated along the southerly side of West 96th Street east of Airport Boulevard adjoining Lot 12 to complete a 48-foot wide half right-of-way in accordance with Modified Avenue III Street standard and a 20-foot radius property line return be dedicated at the northwest corner of 96th Street and Maintenance Drive. Provide a public sidewalk easement beginning at 7.77 feet west of the BC of the property radius and ending at 8.22 feet north of the EC of the property radius along the bearing of N45 15' 47" E.

6. That a 45-foot radius, ~~unsymmetrical~~ asymmetrical cul-de-sac at the intersection of 96th Street and 96th Place, ~~substantially as shown on the revised tentative map dated June 28, 2018,~~ satisfactory to the City Engineer.
7. That a 35-foot strip of land ~~be dedicated~~ and variable width dedication along the northerly portion of West 98th Street along Lot 7 and Lot 8 in accordance with Modified Boulevard II Standard, as shown on the revised tentative map dated June 28, 2018, including the area at the intersection of a new Jetway Boulevard (Private Street) adjacent to Lot 14. A 20-foot radius property line return be dedicated at the northeast corner of new Jetway Boulevard. ~~also including the area at the intersection of proposed "A" Private Street along Lot 14, be dedicated, including a 20-foot radius property line return.~~
8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 14 to complete a 33-foot half right-of-way per Modified Boulevard II standard, ~~as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP),~~ with a right-of-way width of 66 feet. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
9. ~~That sufficient variable width right of way be dedicated for the construction of a partial turn-a-round area at the terminus of southerly West 93rd Street adjoining Lot 10 substantially as shown on revised tentative map dated June 28, 2018.~~

That a 49-foot radius cul-de-sac be dedicated at the easterly terminus of 93rd street for the construction of a partial cul-de-sac adjacent to Lot 10.

10. ~~That a 110-foot and variable to 135-foot width private street easement be provided for "A" Street (Private Street) substantially as shown on revised tentative map dated June 28, 2018, on an alignment satisfactory to the City Engineer, including 15-foot and 20-foot radius easement line returns at the intersections with Westchester Parkway, West 96th Street and West 98th Street.~~

That a 110-foot to 114-foot private street easement for Jetway Boulevard be provided from Westchester Parkway to 96th Street in accordance with Modified Boulevard II Standard. That a 96-foot private street easement for Jetway Boulevard be provided from 96th Street to 98th Street in accordance with a Modified Avenue I Standard on an alignment satisfactory to the City Engineer. Provide 20-foot radius easement line returns at the northwest, northeast and southeast and southwest corners of 94th Street and Jetway Boulevard. Provide a 20-foot radius easement line returns at the northeast, southeast and southwest corners of 96th Street and Jetway Boulevard. Provide a 25-foot radius easement line return at the northwest corner of 96th Street and Jetway Boulevard.

11. ~~That a 110-foot private street easement be provided for "B" Street 94<sup>th</sup> Street (Private Street) between Jetway Boulevard and Airport Boulevard in accordance with Boulevard II Standard on an alignment satisfactory to the City Engineer. on an alignment satisfactory to the City Engineer, including cut corners at the intersection with "A" Street (Private Street), substantially as shown on revised tentative map dated June 28, 2018, and 20-foot radius easement line returns at the intersection with Airport Boulevard.~~
12. ~~That a 91-foot wide private street easement for Maintenance Drive "D" Street (Private Street) between Arbor Vitae Street and 96th Street as shown on the revised tentative map dated June 28, 2018 be provided on an alignment satisfactory to the City Engineer. including 20-foot radius easement return at the intersections with Arbor Vitae Street and with 96th Street.~~
13. That Department of the City Planning determine that the proposed merger areas are consistent with all applicable General Plan Elements and Highway and Circulation Elements of for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between Jetway Boulevard ~~proposed "A" Street~~ and Airport Boulevard with the recordation of the final map prior to the actual construction of Jetway Boulevard. ~~proposed "A" Street.~~
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining

and within the subdivision tract boundary shown ~~on the revised tentative map~~, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:

- a. ~~That a 6-foot wide strip of land along northerly of West 96th Street and the air space area of the proposed elevated Automated People Mover, approximately 30 feet above finished surface and adjoining Lot 10 and Lot 11 as shown on revised tentative map dated June 28, 2018, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.~~
- b. That portion of West 96th Street between Jetway Boulevard "A" Street (Private Street) and Airport Boulevard ~~as shown on revised tentative map dated June 28, 2018~~ be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code. ~~The intersection of proposed merger and "A" Private Street should be clearly delineated on final map if portion of the merger will be part of "A" Private Street easement. The applicant shall determine on final map if merger of West 96th Street will remain as private property, private driveway or private street easement.~~
- c. That Kittyhawk Avenue, ~~a portion of~~ Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue, Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.
- d. ~~That the east/west alley n/o West 93rd Street and westerly of New "D" Street, portion of West 93rd Street, east/west alley s/o West 93rd Street westerly of Belford Avenue, West 95th Street westerly of Belford Avenue, alleys s/o West 95th Street, Belford Avenue between 93rd Street and 96th Street, and Belford Avenue southerly of 96th Street within and adjoining subdivision be permitted to be merged as shown on revised tentative map dated June 28, 2018.~~

That the east-west alley south of Arbor Vitae Street and east of the alley, east of Airport Boulevard; portion of West 93rd Street from the alley east of Airport Boulevard to Belford Avenue cul-de-sac; Belford Avenue from the 93rd Street cul-de-sac to 96th Street; the alley westerly of Belford Avenue and northerly of 95th Street to the terminus of the alley half turning area; the 95th Street cul-de-sac westerly of Belford Avenue; the alleys west of Belford Avenue and south of West 95th Street and the alley east of Airport Boulevard and north of 96th Street to include the corner cut; the alley east of Belford Avenue between Arbor Vitae Street and 96th Street; Belford Avenue cul-de-sac south of 96th Street all adjoining the subdivision be permitted to be merged as shown on revised tentative map dated January 28, 2020.

- ~~e. That the proposed air space area of the elevated Automated People Mover Crossing and Guideway, approximately 30 feet above finished elevation on West 98th Street, be permitted to be merged as shown on revised tentative map dated June 28, 2018. The width of this airspace merger area shall be clearly delineated on the final map.~~
  - f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
  - g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.
  - h. That satisfactory arrangements be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.
  - i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
  - ~~j. That the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street be permitted to be merged, as shown on the revised tentative map dated June 28, 2018.~~
  - k. That consent to the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street and waivers of any damages that may accrue as a result of such mergers be obtained from all adjoining property owners.
  - l. That suitable evidence of lot-tie or other arrangement satisfactory to the City Engineer be provided for: Lots 175 and 176 of Tract 13711, and the vacated portions of 96th Street vacated by VAC 92-2102193, adjoining 96th Street and 96th Place being merged, to prevent the creation of landlocked parcels.
17. ~~That the petitioners record a Covenant and Agreement to run with the land pertaining to the Automated People Mover (APM) over public street (Airport Boulevard) to include the following:~~
- ~~a. That the owners be required to provide maintenance support to all elements of the elevated Automated People Mover (APM) within the proposed airspace merger area as well as structures in the private property for safety and usability to the satisfaction of the City Engineer. The City shall be given reasonable access to the structure within and adjacent to the limited dedication areas for this purpose upon request during normal business hours. The City may request the owner to repair or replace damaged, defective or unsafe structural elements or to correct unacceptable~~



~~conditions at the owner's expense if the owner elects not to do so or does not respond within a reasonable time. Owners shall grant reasonable access to the City's contractor to make said repairs.~~

- ~~b. That the owner shall be required to limit use of the structure within the merger airspace area to people mover. No storage of combustibles will be allowed or will any other use or occupancy be allowed except as approved in writing by the Department of Building and Safety and the Department of Public Works.~~
  - a. That a strip of land along the north side of 96th Street be dedicated to complete a 57-foot half right-of-way from Jetway Boulevard to Vicksburg Avenue.
  - b. That a strip of land be dedicated along north side of 96th Street to complete a 59.5-foot half right-of-way from Vicksburg Avenue to 147.0 feet west of Vicksburg Avenue.
  - c. That a strip of land be dedicated along the north side of 96th Street from 147.0 feet west of Vicksburg Avenue to Sepulveda Boulevard to complete a 62-foot half right-of-way.
  - d. That a 30-foot radius property line return adjacent to Lot 13 be dedicated at the northeast corner of Sepulveda Boulevard and 96th Street.
  - e. Dedicate a strip of land to complete a 36-foot half right-of-way on the south side of 96th Street adjacent to Lots 9 and 14. Provide a 20-foot property radius curve adjacent to Lot 9.
  - f. Provide a 110-foot-long by 7-foot-wide sidewalk easement along the north side of 96th Street at the Metro Transit Station entrance/exit to the satisfaction of the City Engineer as indicated on the tentative map.
18. ~~That the following conditions for Automated People Mover (APM) structures within the merged areas over public street be complied with satisfactory to the City Engineer:~~
- ~~a. That the owners obtain approval of the City Engineer for any substantial structural modification within the area and for any structural element outside the merged area with provides lateral or vertical support to the structures within the merged areas.~~
  - ~~b. That plans of structural details shown on standard size City sheets and structural calculations of the proposed APM, both signed by a Civil or Structural Engineer registered in the State of California be submitted to the City Engineer for review and approval.~~

- ~~c. That a Class "B" permit be obtained from the Bureau of Engineering and that a deposit be made with said Bureau sufficient to cover the City's cost for plan checking, construction inspections, and incidental costs relative thereof.~~
  - ~~d. That a building permit from the Department of Building and Safety be obtained for the construction of the portion of the structure located within the private property.~~
  - ~~e. That the owners provide and maintain a policy of general liability insurance in the amount not less than \$2,000,000.00 combined single limit per occurrence. Evidence of such insurance shall be on the City's General Liability Special Endorsement from or other forms acceptable to the City Attorney and shall provide coverage for premises/operations and contractual liability.~~
  - ~~f. That a Waiver of Damages Agreement and an Indemnification Agreement and Right of Ingress and Egress Covenant to run with the land be executed by the owners. The form shall be submitted to the Bureau of Engineering for approval, and subsequently be recorded relieving the City of any liability arising from the construction, maintenance and use of the proposed Automated People Mover (APM) structure. The forms for these agreements can be obtained from the Bureau of Engineering, Central District Office, B-Permit Section located at 201 N. Figueroa Street, Los Angeles 90012. This Waiver of Damage and Indemnification Agreement should also be shown on the final tract map.~~
- a. That a 56-foot wide private street easement for 96th Street from Jetway Boulevard to 96th Place be provided. That a 42.37-foot minimum radial dimension and the 53-foot maximum radial dimension for the variable width private street easement along 96th Street from 96th Place to Airport Boulevard be provided in accordance with Modified Collector Street standards, on an alignment satisfactory to the City Engineer.
- 19. That any surcharge fee in conjunction with the street merger request be paid.
  - 20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
  - 21. That all private street easements be shown on the final map and be included as part of the adjacent lots.
  - 22. The appropriate private street names be assigned created by the subdivision satisfactory to the City Engineer.

23. That the subdivider make a request to the West Los Angeles District and LAMP Office of the Bureau of Engineering to determine capacity of the existing sewer in the area.
24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the LAMP Division ~~west Los Angeles Engineering District Office~~. Provide legal descriptions for all required sanitary sewer and storm drain easements on the Final Map.).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgement of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval.
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal code (Private Street Regulations).
28. That the public street and private street right of way requirements outlined herein be permitted minor adjustment to be made, based on the actual B-permit plan check process.
29. That the limits of public street and alley right of way being merged outlined here in be permitted minor adjustments to be made based on the actual B-permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed, where suitably guaranteed may mean guaranteed by LAWA via a written agreement or departmental memorandum directed to the Los Angeles Department of Public Works, Bureau of Engineering:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:
    - i. Concrete curbs, concrete gutters, and 15-foot (westerly of Jetway Boulevard new "A" Street) and 10-foot wide (~~easterly of new "A" Street~~) concrete sidewalks with tree wells.

- ii. Suitable surfacing to provide a 40-foot half roadway.
- iii. ~~Construct access ramps at the intersection corners with Airport Boulevard, new "A" Street and Jenny Avenue if it is to remain as a private street.~~

Construct access ramps at the southeast and southwest corners of Jetway Boulevard and Westchester Parkway. Construct and access ramp at the southwest corner of Airport Boulevard and Westchester Parkway. Construct a new driveway entrance with ADA access ramps at the intersection of merged Jenney Avenue and Westchester Parkway.

- iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. ~~Improve Arbor Vitae Street adjoining this subdivision by the construction of the following:~~

Improve the south side of Arbor Vitae Street from the alley east of Airport Boulevard to the eastern limit of Maintenance Drive adjoining this subdivision with the construction of the following:

- i. ~~A concrete curb, a concrete gutter, and a 13.5 foot concrete sidewalk with tree wells in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).~~

Widen Arbor Vitae Street by 3.5 feet and construct integral concrete curb, 6-foot concrete surfacing, and a 6-foot concrete sidewalk to abut the new property line. Construct a new alley intersection, with ADA compliant ramps.

- ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
- iii. ~~Access ramps at the southeast and southwest corner intersections with New Maintenance Drive, intersections with New "D" Street and adjacent alley.~~
- iv. Any necessary removal and reconstruction of existing improvements.

- v. The necessary transitions to join the existing improvements.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
  - i. ~~New concrete curb, 2-foot gutter, and minimum 12-foot (easterly side adjoining the subdivision), and minimum 18-foot wide (westerly side) concrete sidewalk with tree wells. On the west side of Airport Boulevard from Westchester Parkway to 96th Place, construct new concrete curb, 2-foot gutter, and an 18-foot wide concrete sidewalk with tree wells. On the east side of Airport Boulevard from 93rd Street to 96th Street, construct new integral curb, 2-foot gutter, and new 12-foot wide concrete sidewalk with tree wells.~~
  - ii. ~~Suitable surfacing to join the existing pavements and to provide a minimum total 96-foot roadway width. improvements to complete a 70-foot wide half roadway.~~
  - iii. ~~Access ramps at the corner intersections with 94<sup>th</sup> Street New "B" Private Street, West 93rd Street and West 96th Street, 96th Place, and concrete bus pad as proposed.~~
  - iv. ~~Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.~~
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements, ~~including any fences and other encroachments within the remainder public right of way after the merger.~~
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
  - i. ~~On the south side abutting Lot 12, construct a 35-foot half roadway, new concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk abutting the new property line with tree wells. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells. New concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk with tree wells on the northerly and southerly sides adjoining the subdivision.~~
  - ii. ~~Suitable surfacing to join the existing pavements and to provide a minimum 46-foot wide total roadway. Suitable surfacing to join the~~

existing pavements to provide a minimum 46-foot wide roadway between Maintenance Drive and Airport Boulevard.

- iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
- iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of a 35-foot minimum curb radius cul-de-sac at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve West 98th Street westerly of Jetway Boulevard ~~New "A" Street~~ adjoining this subdivision by the construction of the following: ~~new concrete curb, 2-foot gutter and 13-foot wide concrete sidewalk with tree wells.~~
  - i. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iv. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
- h. Improve West 98th Street easterly of Jetway Boulevard ~~New "A" Street~~ adjoining Lots 7 and 8 ~~this subdivision~~ by the construction of the following:
  - i. Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells.

- ii. Suitable surfacing to join the existing pavements and to provide a 70-foot wide total roadway width. 50-foot wide half roadway width on an alignment satisfactory to the City Engineer.
  - iii. New intersection with access ramps at the corners intersections with New Jetway Boulevard "A" ~~Private Street~~ for ADA compliance satisfactory to the City Engineer.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction and repairs of existing pavement, ~~concrete curb and gutter to join the proposed~~ improvements.
- i. Improve West 93rd Street east of Airport Boulevard adjoining the ~~subdivision of by the construction of the following: adjoining the subdivision by the construction of suitable turnaround area at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Replace broken sidewalk, curb and 2-foot gutter along the south side of West 93rd Street and install tree wells and close all unused driveways. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas.~~
- i. Construct a 37-foot radius cul-de-sac and new concrete sidewalk abutting the property line adjacent to cul-de-sac at the easterly terminus satisfactory to BOE LAMP Division.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
- j. ~~Reconstruct all alleys adjoining the subdivision with asphalt pavement and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.~~
- Reconstruct the 20-foot alley east of Airport Boulevard between Arbor Vitae Street and 93rd Street with suitable surfacing and 2-foot wide longitudinal concrete gutter. Close entrances to the merged alley intersection south of Arbor Vitae Street westerly of Maintenance Drive.

- k. ~~Construct a new roadway for New "A" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval. That suitable traffic access and circulation open to the public between the new easterly terminus of West 96th Street and Airport Boulevard, or satisfactory turning area open to the public in the vicinity of the new terminus of West 96th Street, or other suitable arrangement, be guaranteed by LAWA via a written agreement or departmental memorandum directed to the Bureau of Engineering, until New "A" Street (Private Street) is constructed between Westchester Parkway and Century Boulevard and open to the public, satisfactory to the City Engineer.~~

Improve New Jetway Boulevard (Private Street) from Westchester Parkway to 98th Street adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iv. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - v. Any necessary removal and reconstruction of existing improvements.
- l. ~~Construct a new roadway for New "B" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.~~

Improve 94th Street (Private Street) from Airport Boulevard to Jetway Boulevard adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk abutting the north and south side of the private street.



- ii. Suitable surfacing to provide an 80-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. If necessary, construct any midblock ADA access ramps satisfactory to the City Engineer.
  - iv. Any necessary removal and reconstruction of existing improvements.
- m. ~~Construct a new roadway for New "D" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.~~

Improve new Maintenance Drive (Private Street) from Arbor Vitae Street to West 96th Street adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 11.5-foot concrete sidewalk abutting the private street easement line on the east side and 6.5-foot concrete sidewalk abutting the private street easement line on the west side.
  - ii. Suitable surfacing to provide a 60-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. Any necessary removal and reconstruction of existing improvements.
- n. Construct main line and house connection sewers within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.
- ~~p. Provide a 16-foot and variable width sidewalk easement along the northerly side of 96th Street between Vicksburg Avenue and "A" Street (Private Street) for entrance to bus terminal, as called out on plan BR402869, to the satisfaction of the LAMP Division.~~
- g. Improve 96th Street (Private Street) easterly of Jetway Boulevard to Airport Boulevard adjoining the subdivision with the construction of the following:

- i. On the north side of the 96th Street, construct a concrete curb, and 2-foot gutter, 5-foot parkway (no sidewalk) and provide a 15-foot to 20-foot variable half roadway on an alignment satisfactory to the City Engineer.
- ii. On the south side of 96th Street (Private Street), construct a concrete curb, and 2-foot gutter, 15-foot wide half roadway and concrete sidewalk abutting the easement line.
- iii. Widen the south side of 96th Street approximately 600 feet east of Jetway Boulevard to allow for the construction of a 195-foot by 12-foot bus turnout area with ADA compliant mid-block access ramps.
- r. Improve 96th Street (Private Street) westerly of Jetway Boulevard to Sepulveda Boulevard adjoining the subdivision with the construction of the following:
  - i. new concrete sidewalk and tree wells to abut the new property line on the north side of the street.
  - ii. ADA compliant access ramps at the Metro Bus Station entrance.
  - iii. At the entrance of the intersection of Skyway, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iv. A At the northeast corner of the intersection of Sepulveda Boulevard, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iii. On the south side, new sidewalk and tree wells to abut Lots 9 and 14.
  - vi. At the southeast corner of the intersection of Vicksburg Avenue, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
- s. Improve Sepulveda Eastway from Sepulveda Boulevard along the property frontage (Lot 13) to the Collect Street Standard by the construction of the following:
  - i. Repair and/or replace any broken or off/grade concrete sidewalk, integral concrete curb and gutter and trim conflicting tree roots satisfactory to the StreetsLA (Urban Forestry) of the City of Los Angeles.

- ii. Close all unused driveways to the satisfaction of the City Engineer.
- iii. Provide an unobstructed ADA compliant pedestrian access route to the satisfaction of the City Engineer.
- t. Reconstruct all alleys adjoining the subdivision with suitable surfacing and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.

#### **BUREAU OF STREET SERVICES, URBAN FORESTRY DIVISION – SPECIFIC CONDITIONS**

46. Existing trees within Vesting Tentative Tract No. 74322 are identified in tree inventories titled “Inventory of City of Los Angeles Street Trees”, prepared by Carlberg Associates on January 2015 and August 15, 2016. Removal of any trees identified in the “Inventory of City of Los Angeles Street Trees” or any other trees that are located within the Public Street Easements to be merged with Vesting Tentative Tract No. 74322, shall require Board of Public Works approval per LAMC Chapter 4, Article 2, Sections 62.161, 62.162, and 62.169. A tree removal application shall be submitted to the Bureau of Street Services, Urban Forestry Division. The applicant shall fulfill the 2:1 tree replacement policy. The CEQA document must address all tree removals in Public Street Easements.

Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services. Parkway tree removals shall be replanted at a 2: 1 ratio. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree plantings, the sub divider or contractor shall notify the Urban Forestry Division at: (213) 847-3077 upon completion of construction to expedite tree planting.

47. Replacement/Mitigation trees within the public right-of-way shall be installed per the City Standard Plans and the Bureau of Street Services tree planting policies.
48. Upon compliance with its conditions and requirements, the Bureau of Street Services will forward the necessary clearances to the Bureau of Engineering (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-3(d)).

#### **NOTES:**

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

#### **FINDINGS OF FACT (CEQA)**

FIND, based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in LAX Landside Access Modernization Program Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) certified on June 7, 2017 and adopted Addendum dated September 2018; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required for approval of the Project.

#### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322-M2, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on

October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The Vesting Tentative Tract Map continues to describe and illustrate a land uses for Airport Landside and Airport Landside Support uses within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan). There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Los Angeles International Airport Specific Plan and the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision for 15 lots ranging in size from approximately 0.468 acres to 49.835 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly support the development and use of the property for the facilities that the subdivision would enable.

Section 17.05-C of the Los Angeles Municipal Code enumerates design standards for Subdivisions and requires that each subdivision map be designed in conformance with the Street Design Standards and in conformance to the General Plan. LAMC Section 17.06-B lists the map requirements for a tentative tract map. The Vesting Tentative Tract Map was prepared by a Registered Professional Engineer and contains the required components, dimensions, areas, notes, legal description, ownership, applicant, and site address information as required by the Los Angeles Municipal Code ("LAMC"). The map provides the required components of a tentative tract map.

Therefore, the revised tentative map is substantially consistent with the applicable General Plan affecting the project site and demonstrates compliance with Sections 17.01 and 17.06-B of the Los Angeles Municipal Code.

- (b) THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to

be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5.”

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a significant portion of the property is under construction with portions of the Automated People Mover and APM Maintenance Facility. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 138 net acres (approximately 6,001,043 square feet). The proposed subdivision for 15 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City’s General Plan, contains the following policies related to mobility and circulation:

Policy 2.14 Street Design. Designate a street’s functional classification based upon its current dimensions, land use context, and role.

Policy 2.17 Street Widenings. Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

Policy 3.2 People with Disabilities. Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae Street, north of the project, is designated as a Boulevard II (Modified), having an approximately 98-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 88 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.

Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the revised tract map, including the design and improvement of the map, is consistent with the intent and purpose of the applicable General and Specific Plans.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

The property consists of approximately 138 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of



approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11, and 13-15 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). The remaining proposed Lots 5-8, 10, and 12 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

(d) **THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.**

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on

October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety. Thus, the site continues to be physically suitable for the proposed density of development.

- (e) THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The previously certified and adopted Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014 and subsequent adopted Addendum dated September 2018, identified potential adverse impact on wildlife resources, air, water, plant life, or animal life; a finding of Overriding Consideration was adopted in conjunction with the approval of Case No. CPC-2016-3390-GPA-ZC-SP, which also considered the subdivision largely as proposed herein. Measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan.

Furthermore, the project site, as well as the surrounding area are presently developed with structures and do not provide a natural habitat for either fish or wildlife. Therefore, the project will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- (f) THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

The proposed subdivision, and subsequent improvements, are subject to the provisions of the Los Angeles Municipal Code (e.g., the Fire Code, Planning and Zoning Code, Health and Safety Code) and the Building Code. Other health and safety related requirements, as mandated by law, would apply where applicable to ensure the public health and welfare (e.g., asbestos abatement, seismic safety, flood hazard management). There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community. Therefore, the design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

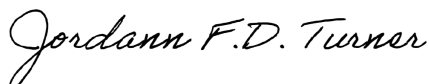
Vesting Tentative Tract Map 74322-M2 shows all other public utility, sanitary sewer, flood control, street trees and lighting, and communications easements, and describes the status of each easement as to whether it will remain, be merged by the final map, or quitclaimed, as appropriate. Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue

to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Necessary public access for roads and utilities will be acquired by the City prior to recordation of the proposed map. Therefore, the design of the subdivision and the proposed improvements would not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)
- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
  - 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
  - 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
  - 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
  - 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and finals maps for Vesting Tentative Tract Map No. 74322-M2. All other conditions of approval and mitigation measures from the previously approved VTT-74322 and VTT-74322-M1 shall remain.

VINCENT P. BERTONI, AICP  
Advisory Agency



Jordann Turner  
Deputy Advisory Agency

VPB:JO:JT

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

**Downtown**

Figueroa Plaza  
201 North Figueroa Street, 4th  
Floor  
Los Angeles, CA 90012  
(213) 482-7077

**San Fernando Valley**

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room  
251  
Van Nuys, CA 91401  
(818) 374-5050

**West Los Angeles**

West Los Angeles Development  
Services Center  
1828 Sawtelle Boulevard, 2nd  
Floor  
Los Angeles, CA 90025

**Forms are also available on-line at <http://planning.lacity.org>**

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

If you have any questions, please call Development Services Center staff at (213) 482-7077, (818) 374-5050, or (310) 231-2598.



SCALES: 1"=300'  
 1"=150'  
 1"=100'

TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
 STATE OF CALIFORNIA  
 FOR SUBDIVISION PURPOSES

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 197, 198, 233 TO 242, INCLUSIVE, LOTS 257 TO 260, INCLUSIVE, LOTS 384, 390, 395, 424, 458, 461, 496 AND ALL OF LOTS 243 TO 256, INCLUSIVE, LOTS 261 TO 383, INCLUSIVE, LOTS 391 TO 394, INCLUSIVE, LOTS 396 TO 423, INCLUSIVE, LOTS 462 TO 466, INCLUSIVE, AND LOTS 482 TO 495, INCLUSIVE, OF TRACT NO. 12574 AS PER MAP RECORDED IN BOOK 247, PAGES 13 THROUGH 20 OF MAPS; TOGETHER WITH THOSE PORTIONS OF KELLYFIELD AVENUE, JENNY AVENUE FORMERLY JUNKERS AVENUE, INGLEPORT AVENUE, HOXEY AVENUE, GOEBEL AVENUE, KITTYHAWK AVENUE AND INTERCEPTOR STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 12574; PORTIONS OF LOTS 1, 2, 21, 22, 23, 49, 50, 51, 83, 84 AND ALL OF LOTS 3 TO 20, INCLUSIVE, LOTS 24 TO 48, INCLUSIVE, LOTS 52 TO 82, INCLUSIVE, LOTS 85 TO 93, INCLUSIVE, LOTS 96 TO 98, INCLUSIVE, LOTS 103 TO 105, INCLUSIVE, AND LOTS 108 TO 116, INCLUSIVE, OF TRACT NO. 13403 AS PER MAP RECORDED IN BOOK 268, PAGES 1 THROUGH 3 OF MAPS; TOGETHER WITH THOSE PORTIONS OF VICKSBURG AVENUE, KELLYFIELD AVENUE, JENNY AVENUE, INTERCEPTOR STREET AND 96TH STREET, FORMERLY NINETY SIXTH STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13403; PORTIONS OF LOTS 24, 25, 26, 80, 81, 82, 117, 118, 119, 157; AND ALL OF LOTS 27 TO 32, INCLUSIVE, LOTS 64 TO 79, INCLUSIVE, LOTS 83 TO 116, INCLUSIVE, LOTS 120 TO 156, INCLUSIVE, LOTS 158 TO 174, INCLUSIVE, AND LOTS 190 TO 206, INCLUSIVE, OF TRACT NO. 13711 AS PER MAP RECORDED IN BOOK 276, PAGES 48 THROUGH 50 OF MAPS; TOGETHER WITH THOSE PORTIONS OF INGLEPORT AVENUE, HOXEY AVENUE, GOEBEL AVENUE, GOEBEL PLACE, HYMAN STREET, INTERCEPTOR STREET AND 96TH STREET, FORMERLY NINETY SIXTH STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13711; PORTIONS OF LOTS 27, 28, 29, 30, 31, 32, 66, 67, 68, 69, 74, 75, 76, 82, 83, 84 AND ALL OF LOTS 70 TO 73, INCLUSIVE, AND LOTS 78 TO 81, INCLUSIVE, OF TRACT NO. 13734 AS PER MAP RECORDED IN BOOK 288, PAGES 22 AND 23 OF MAPS; TOGETHER WITH THOSE PORTIONS OF EARHART AVENUE, FLEETWING AVENUE AND HYMAN STREET AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13734; PORTION OF LOT 38 OF RANCHO SAUSAL REDONDO IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 507 AND 508 OF PATENTS; LOTS 2 AND 3 OF TRACT NO. 42058 AS PER MAP RECORDED IN BOOK 1026, PAGES 85 THROUGH 88 OF MAPS; TOGETHER WITH THOSE PORTIONS OF 96TH STREET AND AIRPORT BOULEVARD AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 42058, AND A PORTION OF EARHART AVENUE ABANDONED BY THE MAP OF SAID TRACT NO. 42058; LOTS 1 TO 52, INCLUSIVE, OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457, PAGES 41 THROUGH 43 OF MAPS; TOGETHER WITH THOSE PORTIONS OF BELFORD AVENUE, 93RD STREET, FORMERLY NINETY THIRD STREET, 95TH STREET, FORMERLY NINETY FIFTH STREET, 96TH STREET, FORMERLY NINETY SIXTH STREET, AND THOSE CERTAIN 20 FOOT AND VARIABLE WIDTH ALLEYS AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 17844; PORTION OF LOT 1 OF TRACT NO. 15678, AS PER MAP RECORDED IN BOOK 352, PAGES 47 AND 48 OF MAPS; PORTION OF LOT 17 AND ALL OF LOTS 13, 14, 15 AND 16 OF TRACT NO. 13375 AS PER MAP RECORDED IN BOOK 267, PAGES 43 AND 44 OF MAPS; ALL RECORDS OF LOS ANGELES COUNTY.

Approved by Survey Division subject  
 to corrections as marked in red. Also  
 subject to approval from LDG, submittal  
 of all requested tie sheets; if any; and  
 inspector approval of site monumentation.  
 Submit mylar once all conditions are met.

6-27-22 E. ASUNCION  
 Date By  
 Plan Check No. 713

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF LOS ANGELES ON JULY 16, 2018, THE OWNERS SHOWN HEREON. I HEREBY STATE THAT THIS FINAL TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 12 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS OF THE CHARACTER AND LOCATION HEREON ARE IN PLACE AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

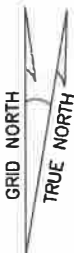
[Signature]  
 JOSEPH W. WIDEMAN, P.L.S. 8973

03/17/2022  
 DATE



GEOLOGICAL INVESTIGATION STATEMENT:

THE APPROVAL OF THIS TRACT MAP SHALL NOT BE CONSTRUED AS HAVING BEEN BASED UPON GEOLOGICAL INVESTIGATION SUCH AS WILL AUTHORIZE THE ISSUANCE OF BUILDING PERMITS ON THE SUBJECT PROPERTY. SUCH PERMITS WILL BE ISSUED ONLY AT SUCH TIME AS THE DEPARTMENT OF BUILDING AND SAFETY HAS RECEIVED SUCH TOPOGRAPHIC MAPS AND GEOLOGICAL REPORTS AS IT DEEMS NECESSARY TO JUSTIFY THE ISSUANCE OF SUCH BUILDING PERMITS.



CONVERGENCE ANGLE =  
 -00°13'11.9" AT MON. 14

BASIS OF BEARINGS AND DATUM STATEMENT:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 5, NAD 83, EPOCH 2010.00 AS DETERMINED LOCALLY BY A GPS SURVEY OF A LINE BETWEEN CALIFORNIA SPECIAL REFERENCE CENTER (CSRC) CORS STATIONS WRHS AND TORP BEING N26°33'28.0"W, AS SHOWN ON THE MAP.

ALL MEASURED AND RECORD DISTANCES SHOWN ARE GRID DISTANCES. TO DETERMINE GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY THE AVERAGE COMBINATION FACTOR OF 1.00001924, AS DETERMINED AT MONUMENT 14 AT THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND 96TH STREET. THE CONVERGENCE ANGLE AT THIS POINT IS -00°13'11.9".

NOTIFICATION OF STREET LIGHTING  
 MAINTENANCE ASSESSMENTS  
 NOTICE IS HEREBY GIVEN that assessments may be levied for the costs of maintenance and energy for any street lighting facilities installed with this subdivision. The initial billing may be for a period of up to three years with subsequent bills annually. For further information call the Bureau of Street Lighting at (213) 847-1500.  
 CERTIFICATE OF SPECIAL ASSESSMENT  
 I HEREBY CERTIFY that according to the records of the City Engineer of the City of Los Angeles none of the lines of lots or parcels of the subdivision shown on this subdivision map will divide any land subject to any special assessment which may be paid in full.  
 DATE \_\_\_\_\_  
 City Engineer \_\_\_\_\_

CERTIFICATE OF COMPLIANCE  
 I HEREBY CERTIFY that I have examined this map and that the subdivision as shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of Division 2 of Title 7 of the Government Code, State of California, and of all local ordinances applicable and in effect at the time of the approval of the tentative map have been complied with.  
 DATE: \_\_\_\_\_  
 City Engineer \_\_\_\_\_  
 I HEREBY CERTIFY that I am satisfied that this map is technically correct.  
 DATE \_\_\_\_\_  
 Engineer of Surveys \_\_\_\_\_

CERTIFICATE OF TITLE  
 I HEREBY CERTIFY that there is on file in the office of the City Engineer of the City of Los Angeles, County of Los Angeles, State of California, a Certificate made by Chicago Title Company, order No. 997-00085250, Dated \_\_\_\_\_ certifying that it appears from the records of said City and County that CITY OF LOS ANGELES are the only persons whose consent is required for the recording of this map by law.  
 DATE \_\_\_\_\_  
 City Engineer \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE  
 I HEREBY CERTIFY that the City Council of the City of Los Angeles approved this map and accepted on behalf of the public all offers and dedication shown hereon unless otherwise rejected, except those marked "Future Street", "Future Alley" or "Future Easement" provided that nothing herein contained shall be construed as an acceptance of any improvements made in or upon any street, alley or easement shown on this map.  
 DATE \_\_\_\_\_  
 City Clerk \_\_\_\_\_  
 By \_\_\_\_\_ Deputy

SEE SHEET 12 FOR LINE AND AREA DATA



TRACT NO. 74322

SHEET 2 OF 12 SHEETS

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE AN EASEMENT TO THE CITY OF LOS ANGELES FOR PURPOSES OF STREETS, HIGHWAYS, AND OTHER PUBLIC RIGHT-OF-WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

AND WE HEREBY GRANT AND DEDICATE TO THE CITY OF LOS ANGELES, EASEMENTS FOR SIDEWALK, STORM DRAIN, SANITARY SEWER, WATER LINE AND PUBLIC UTILITY PURPOSES OVER THE STRIP(S) OF LAND SO DESIGNATED ON SAID MAP.

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, OWNER

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, ACTING THROUGH BOARD OF AIRPORT COMMISSIONERS, OWNER

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_ PRINT TITLE: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ } SS  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON PARCEL MAP NO. 74322 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA.

BY \_\_\_\_\_ DEPUTY DATE \_\_\_\_\_

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE \_\_\_\_\_

SIGNATURE OMISSIONS:

THE SIGNATURE OF THE CITY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR OUTFALL SEWER PURPOSES RECORDED AUGUST 3, 1904 IN BOOK 2086 PAGE 154 OF DEEDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF HOMES AT WHOLESALE, INC., HOLDER OF AN EASEMENT FOR UTILITY PURPOSES RESERVED IN VARIOUS DEEDS OF RECORD AFFECTING VARIOUS LOTS IN TRACT NO. 12574, ONE OF THEM BEING RECORDED MAY 18, 1945 IN BOOK 21986 PAGE 122, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF FRED W MARLOW, HOLDER OF AN EASEMENT RESERVED IN VARIOUS DEEDS OF RECORD AFFECTING VARIOUS LOTS IN TRACT NO. 17844, ONE OF THEM BEING RECORDED MAY 22, 1953 AS INSTRUMENT NO. 3743 IN BOOK 41795 PAGE 103, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF MARLOW-BURNS DEVELOPMENT CO., A CO-PARTNERSHIP, HOLDER OF AN EASEMENT RESERVED IN VARIOUS DEEDS OF RECORD AFFECTING VARIOUS LOTS IN TRACT NO. 17844, ONE OF THEM BEING RECORDED NOVEMBER 30, 1954 AS INSTRUMENT NO. 2580, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR TELECOMMUNICATION PURPOSES RECORDED FEBRUARY 24, 1961 AS INSTRUMENT NO. 4060, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF MANGEN GROUP, INC., A CALIFORNIA CORPORATION, HOLDER OF A LESSEE'S INTEREST RECORDED MAY 1, 1991 AS INSTRUMENT NO. 91-624908, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF AVIS RENT A CAR LLC, HOLDER OF A LESSEE'S INTEREST DISCLOSED BY TAX PARCEL 8940-400-666 FOR A POSSESSORY INTEREST DESCRIBED AS "LEASE NO. 5102 LEASED FROM LAX", HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF LRW INVESTMENT CO; JOE LUMER, HOLDER OF A LESSEE'S INTEREST DISCLOSED BY TAX PARCEL 8940-360-360 FOR A POSSESSORY INTEREST DESCRIBED AS "PARKING AT 98TH STREET AND VICKSBURG AVE LEASED FROM DWP", HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF CENTRAL PARKING SYSTEM INC. HOLDER OF A LESSEE'S INTEREST DISCLOSED BY TAX PARCEL 8940-400-721 FOR A POSSESSORY INTEREST DESCRIBED AS "PARKING FACILITY AGREEMENT WITH LOS ANGELES WORLD AIRPORTS", HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF FRED W. MARLOW, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, AS TO A PORTION OF SAID LAND, RECORDED MAY 22, 1953 AS INSTRUMENT NO. 3743, BOOK 41795, PAGE 103, OF OFFICIAL RECORDS; MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (C) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, AS TO A PORTION OF SAID LAND, RECORDED DECEMBER 15, 1969 AS INSTRUMENT NO. 16, OF OFFICIAL RECORDS; MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (C) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE(S) OF FREDINANDE M. DREIFUSS AND PATRICIA S. DREIFUSS, ET AL AND/OR THEIR SUCCESSORS IN INTEREST, HOLDER(S) OF AN INTEREST IN, OR RIGHTS TO, MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES, AS RESERVED IN VARIOUS DEEDS OF RECORD AMONG THEM BEING THE DEED, RECORDED MAY 28, 1968 AS INSTRUMENT NO. 43, OF OFFICIAL RECORDS; MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (C) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

THE SIGNATURE OF THE CITY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR POLE LINE AND CONDUIT PURPOSES RECORDED JULY 9, 1942 IN BOOK 19453 PAGE 115, OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i-viii) OF THE SUBDIVISION MAP ACT, ITS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

CONDITIONALLY APPROVED

6-27-22

By: E.A.



# TRACT NO. 74322

SHEET 3 OF 12 SHEETS

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

ABANDONMENT NOTE:

I HEREBY CERTIFY THAT PURSUANT TO SECTION 66499.20.2 OF DIVISION 2 OF TITLE 7 OF THE STATE OF GOVERNMENT CODE, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT AND MERGER OF THE FOLLOWING PUBLIC STREETS AND EASEMENTS:

- TRACT NO. 12574 M.B. 247/13-20 (SHEETS 5, 6, 7 AND 8):  
STREETS: PORTIONS OF KITTYHAWK AVENUE, GOEBEL AVENUE, HOXEY AVENUE, INGLEPORT AVENUE, JENNY AVENUE (FORMERLY JUNKERS AVENUE), KELLYFIELD AVENUE, INTERCEPTOR STREET.  
EASEMENTS: PUBLIC UTILITY EASEMENTS.
- TRACT NO. 13403 M.B. 268/1-3:  
STREETS: PORTIONS OF JENNY AVENUE, KELLYFIELD AVENUE, VICKSBURG AVENUE AND THAT PORTION OF NINETY-SIXTH STREET.  
EASEMENTS: ALL PUBLIC UTILITY EASEMENTS.
- TRACT NO. 13711 M.B. 276/48-50:  
STREETS: PORTIONS OF INGLEPORT AVENUE, HOXEY AVENUE, GOEBEL AVENUE, HYMAN STREET, GOEBEL PLACE, GOEBEL COURT, NINETY-SIXTH STREET AND LILIENTHAL AVENUE.  
EASEMENTS: ALL PUBLIC UTILITY EASEMENTS.
- TRACT NO. 13734 M.B. 288/22-23:  
STREETS: HYMAN STREET AND PORTIONS OF EARHART AVENUE AND FLEETWING AVENUE.  
EASEMENTS: ALL PUBLIC UTILITY EASEMENTS.
- TRACT NO. 42058 M.B. 1026/85-88:  
STREETS: PORTIONS OF NINETY-SIXTH STREET, PORTIONS OF NINETY-SIXTH PLACE.  
EASEMENTS: PUBLIC UTILITY EASEMENT, SANITARY SEWER EASEMENT, STORM DRAIN EASEMENT, AND A PORTION OF A STORM DRAIN EASEMENT.  
RESTRICTIONS: ACCESS TO WESTCHESTER PARKWAY, AIRPORT BOULEVARD, AND NINETY-SIXTH STREET.
- TRACT NO. 17844 M.B. 457/41-43:  
STREETS: PORTIONS OF NINETY-THIRD STREET AND NINETY-SIXTH STREET, ALL OF BELFORD AVENUE, NINETY-FIFTH STREET AND THOSE CERTAIN 20 FOOT WIDE AND VARIABLE WIDTH ALLEYS.  
EASEMENT: PUBLIC UTILITY EASEMENT.  
RESTRICTIONS: ACCESS TO ARBOR VITAE STREET.
- TRACT NO. 15678 M.B. 352/47-48:  
EASEMENTS: SEWER, STORM DRAIN AND WATER EASEMENT PER OFFICIAL RECORDS BOOK 24846, PAGE 313,

AND THOSE PORTIONS OF THE FOLLOWING EASEMENTS WITHIN THE AREA BEING SUBDIVIDED BY THIS MAP:

- BOOK 24846, PAGE 313, RECORDED JULY 31, 1947, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR SANITARY SEWER, STORM DRAIN AND WATER LINE PURPOSES.
- BOOK 33037, PAGE 365, RECORDED MAY 4, 1950, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR PUBLIC STREET PURPOSES.
- INSTRUMENT NO. 2912, RECORDED NOVEMBER 9, 1951, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR POLE LINE AND CONDUIT PURPOSES.
- INSTRUMENT NO. 3092, RECORDED DECEMBER 30, 1974, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR WATER PIPELINE PURPOSES.
- INSTRUMENT NO. 3457, RECORDED MARCH 3, 1975, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR NAVIGATION PURPOSES.
- INSTRUMENT NO. 77-9269, RECORDED JANUARY 4, 1977, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR NAVIGATION PURPOSES.
- INSTRUMENT NO. 78-297308, RECORDED MARCH 21, 1978, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR EASEMENT PURPOSES.
- INSTRUMENT NO. 78-297309, RECORDED MARCH 21, 1978, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR EASEMENT PURPOSES.
- INSTRUMENT NO. 81-1035021, RECORDED OCTOBER 20, 1981, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR EASEMENT PURPOSES.
- INSTRUMENT NO. 82-239321, RECORDED MARCH 4, 1982, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR AIR EASEMENT PURPOSES.
- BOOK 34067, PAGE 305, RECORDED AUGUST 21, 1950, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR SANITARY SEWER PURPOSES.
- INSTRUMENT NO. 3889, RECORDED DECEMBER 7, 1959, OFFICIAL RECORDS OF LOS ANGELES COUNTY, FOR FREEWAY PURPOSES.

THE PORTIONS OF THE STREETS AND EASEMENTS NOT SHOWN WITHIN THE BOUNDARIES OF THIS MAP IS HEREBY ABANDONED.

CITY CLERK, CITY OF LOS ANGELES

DATE

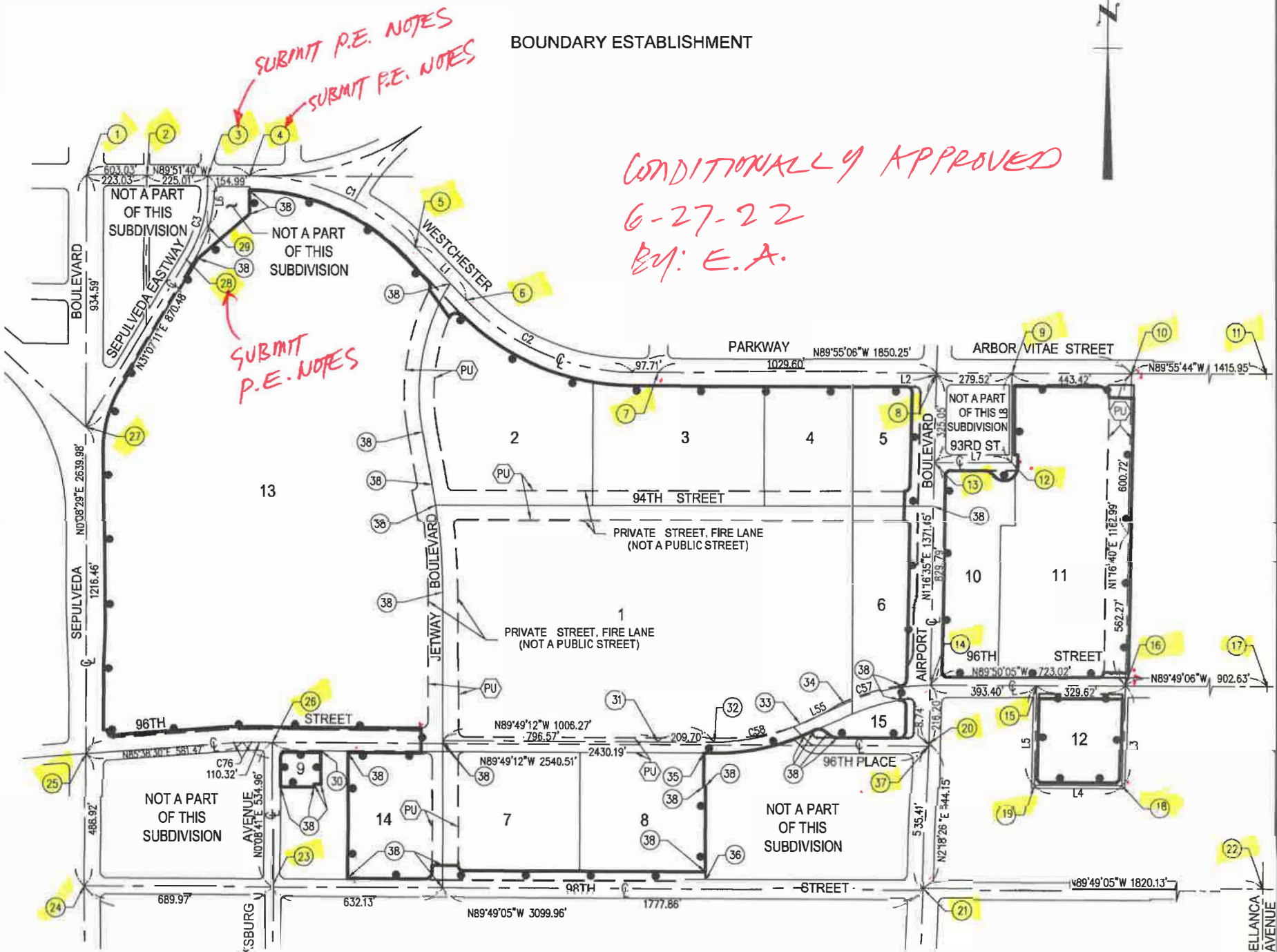
CONDITIONALLY APPROVED:  
6-27-22 by: E.A.



TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

BOUNDARY ESTABLISHMENT



ESTABLISHMENT NOTES:

- 1 FOUND SSM IN WELL, DOWN 1.3', PER CEFB 093-165, PAGE 119. FITS 2 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 2 FOUND NAIL IN LIEU OF S&W PER CEFB 093-165, PAGE 120. FITS 3 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 3 SEARCHED, NOTHING FOUND. ESTABLISHED CENTERLINE INTERSECTION USING 3 FOUND L&T TIES PER CEFB 093-165, PAGE 109. SET S&W LS 8973 FLUSH.
- 4 FOUND NAIL IN CONCRETE IN LIEU OF S&W PER CEFB 093-165, PAGE 108 DOWN 0.20', NO REF. S89°04'36"E 0.95' FROM ESTABLISHED B.C. CURVE. SET S&W LS 8973 FLUSH.
- 5 FOUND PUNCHED S&W PER CEFB PE7B PAGE 747. FITS 4 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE B.C.
- 6 FOUND PUNCHED S&W DOWN 0.25', PER CEFB PE7B PAGE 748. FITS 4 FOUND L&T TIES PER SAID F.B., S43°34'23"E 0.12' FROM ESTABLISHED CENTERLINE B.C.
- 7 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY SURVEYOR". FLUSH, IN LIEU OF S&W PER CEFB PE7B PAGE 742 & 751. FITS 4 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 8 FOUND SSM IN WELL, PER CEFB 093-169, PAGE 141. FITS 3 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 9 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY SURVEYOR". FLUSH, IN LIEU OF S&W PER CEFB 093-165 PAGE 142. FITS 2 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 10 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY ENGR RE". FLUSH, IN LIEU OF N. & TAG PER CEFB 093-165 PAGE 144. ACCEPTED AS CENTERLINE INTERSECTION.
- 11 SEARCHED FOUND NOTHING. ESTABLISHED 1/4 CORNER POSITION FROM FOUND TIES PER CEFB 093-173 PAGE 101. SET S&W LS 8973 FLUSH.
- 12 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY ENGR RE". FLUSH, IN LIEU OF S&W PER CEFB 093-169 PAGE 139. FITS 3 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 13 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY ENGR RE". FLUSH, IN LIEU OF S&W PER CEFB 093-169 PAGE 140. FITS 5 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 14 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY ENGR RE". FLUSH, IN LIEU OF S&W PER CEFB 093-169 PAGE 124. FITS 2 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 15 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY SURVEYOR". PER CEFB 093-169 PAGE 127. FITS 5 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 16 FOUND MAG NAIL AND WASHER STAMPED "L.A. CITY SURVEYOR". PER CEFB 093-169 PAGE 130. FITS 4 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 17 FOUND NAIL & TAG "LS 2996" FLUSH, NO REF. PER CEFB 093-169, PAGE 121.
- 18 FOUND LEAD & TACK IN VALLEY GUTTER, IN LIEU OF L.A. CITY TAG PER CEFB 093-169 PAGE 129. S35°35'26"E 0.29' FROM ESTABLISHED ANGLE POINT.
- 19 FOUND LEAD & TACK W/TAG STAMPED "L.A. CITY ENG. R.C.E." PER CEFB 093-169, PAGE 128, N42°56'19"W 0.06' FROM ESTABLISHED ANGLE POINT, ALSO FOUND LEAD & TACK NO REF. S80°49'30"E 0.13' FROM ESTABLISHED ANGLE POINT.

EASEMENT NOTES:

- PU EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

ESTABLISHMENT NOTES:

- 20 FOUND SSM IN WELL, DOWN 1.45', PER CEFB 093-169, PAGE 115, FITS 2 FOUND L&T TIES PER SAID F.B., ACCEPTED AS CENTERLINE INTERSECTION.
- 21 FOUND SSM IN WELL, DOWN 1.55', PER PWFB 0917, PAGE 557, ACCEPTED AS CENTERLINE INTERSECTION.
- 22 FOUND MAG NAIL AND WASHER, DOWN 0.16', IN LIEU OF S&W, PER CEFB 093-169 PAGE 150, FB 20710 PAGE 13. N45°00'00"E 0.05' FROM ESTABLISHED CENTERLINE INTERSECTION OF BELLANCA AVENUE AND 98TH STREET.
- 23 FOUND SSM IN WELL, DOWN 1.25', PER CEFB 093-165, PAGE 100, ACCEPTED AS CENTERLINE INTERSECTION.
- 24 FOUND SSM IN WELL, LID IS MISSING, PER CEFB 51214, PAGE 6, ACCEPTED AS CENTERLINE INTERSECTION.
- 25 FOUND SSM IN WELL, DOWN 1.0', PER CEFB 093-165, PAGE 160, ACCEPTED AS CENTERLINE INTERSECTION.
- 26 FOUND SSM IN WELL, DOWN 1.25' PER CEFB 093-165, PAGE 110, ACCEPTED AS CENTERLINE INTERSECTION.
- 27 FOUND 2" I.P. W/NAIL AND TAG STAMPED "L.A. CITY ENGR RCE" DOWN 0.2' IN 3" PVC PIPE 0.15' BELOW NG. PER CEFB 093-165, PAGE 159. S31°07'48"W 0.13' FROM ESTABLISHED INTERSECTION, HELD AS CENTERLINE SEPULVEDA EASTWAY.
- 28 SEARCHED, NOTHING FOUND. ESTABLISHED CENTERLINE BC USING 2 FOUND L&T TIES PER CEFB 18506 PAGE 71. SET S&W LS 8973 FLUSH.
- 29 FOUND L&T PER CEFB 18506, PAGE 71, ACCEPTED AS CENTERLINE P.I.
- 30 FOUND LEAD AND TACK TAGGED "LS 2430" FLUSH IN WALK 1.05' NORTH OF RIGHT OF WAY ON PROD OF LOT LINES 95 AND 96, PER PWFB 0916, PAGE 11.
- 31 NOTHING FOUND, ESTABLISHED FROM FOUND TIES PER CEFB PE7B PAGE 741.
- 32 NOTHING FOUND, ESTABLISHED FROM FOUND TIES PER CEFB PE7B PAGE 740.
- 33 NOTHING FOUND, ESTABLISHED FROM FOUND TIES PER CEFB PE7B PAGE 739. HELD FOR CENTERLINE TANGENT, POINT IS S65°30'28"W 0.38' FROM ESTABLISHED BC CURVE.
- 34 NOTHING FOUND, ESTABLISHED FROM FOUND TIES PER CEFB PE7B PAGE 738. HELD FOR CENTERLINE TANGENT, POINT IS S65°30'28"W 0.10' FROM ESTABLISHED BC CURVE.
- 35 FOUND LEAD AND TACK TAGGED "RCE 12161" FLUSH IN WALK, NO REF., ACCEPTED AS PROD OF LOTS 174 AND 175 PER TRACT NO. 113711, M.B. 276/48-50. 1.10' NORTHERLY OF CORNER.
- 36 ESTABLISHED BY PRORATION PER TRACT NO. 13375, M.B. 267/43-44.
- 37 POINT ESTABLISHED BY FOUND SSM IN WELL RECORD DISTANCE (8.74') PER CEFB 093-169, PAGE 115.
- 38 SET 1"IP & CAP, S&W OR L&T LS 8973 FLUSH AS APPROPRIATE FOR SPECIFIC SITE CONDITIONS

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP. SEE SHEET 4 FOR MONUMENT NOTES. SEE SHEET 12 FOR LINE AND ARC DATA TABLES.

SCALE: 1" = 300'

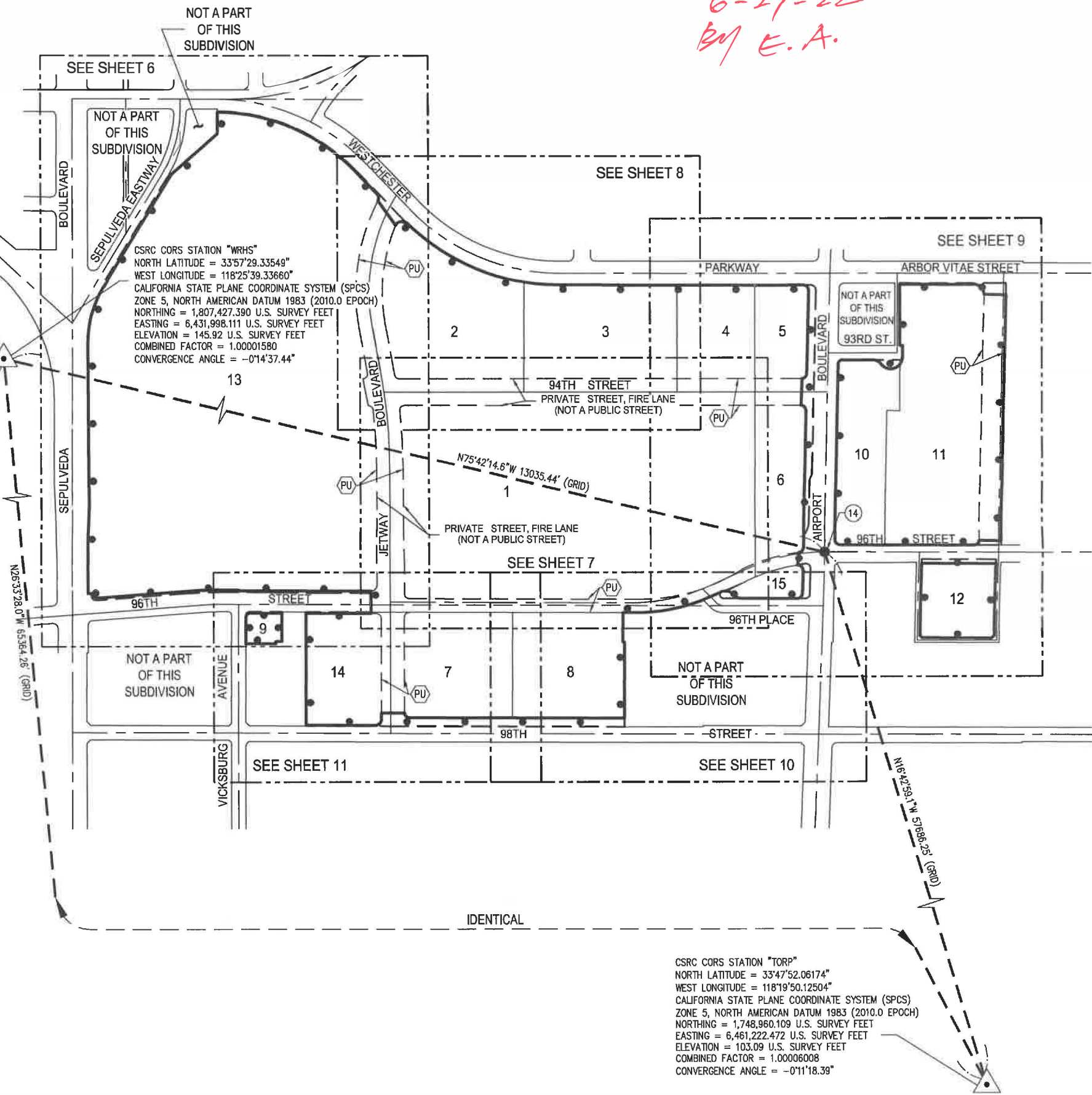
SHEET 5 OF 12 SHEETS

# TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

INDEX SHEET

ADDITIONALLY APPROVED  
6-27-22  
BY E.A.



CONVERGENCE ANGLE =  
-00°13'11.9" AT MON. 14

EASEMENT NOTES:  
(PU) EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

LEGEND:  
● INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.  
SEE SHEET 4 FOR MONUMENT NOTES.  
SEE SHEET 12 FOR LINE AND ARC DATA TABLES.

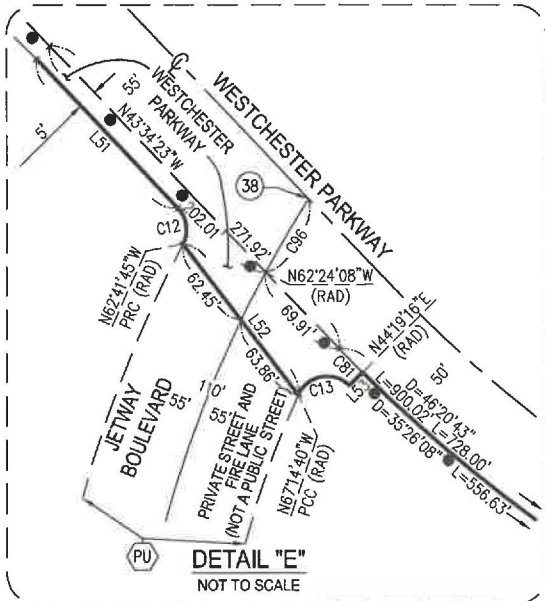
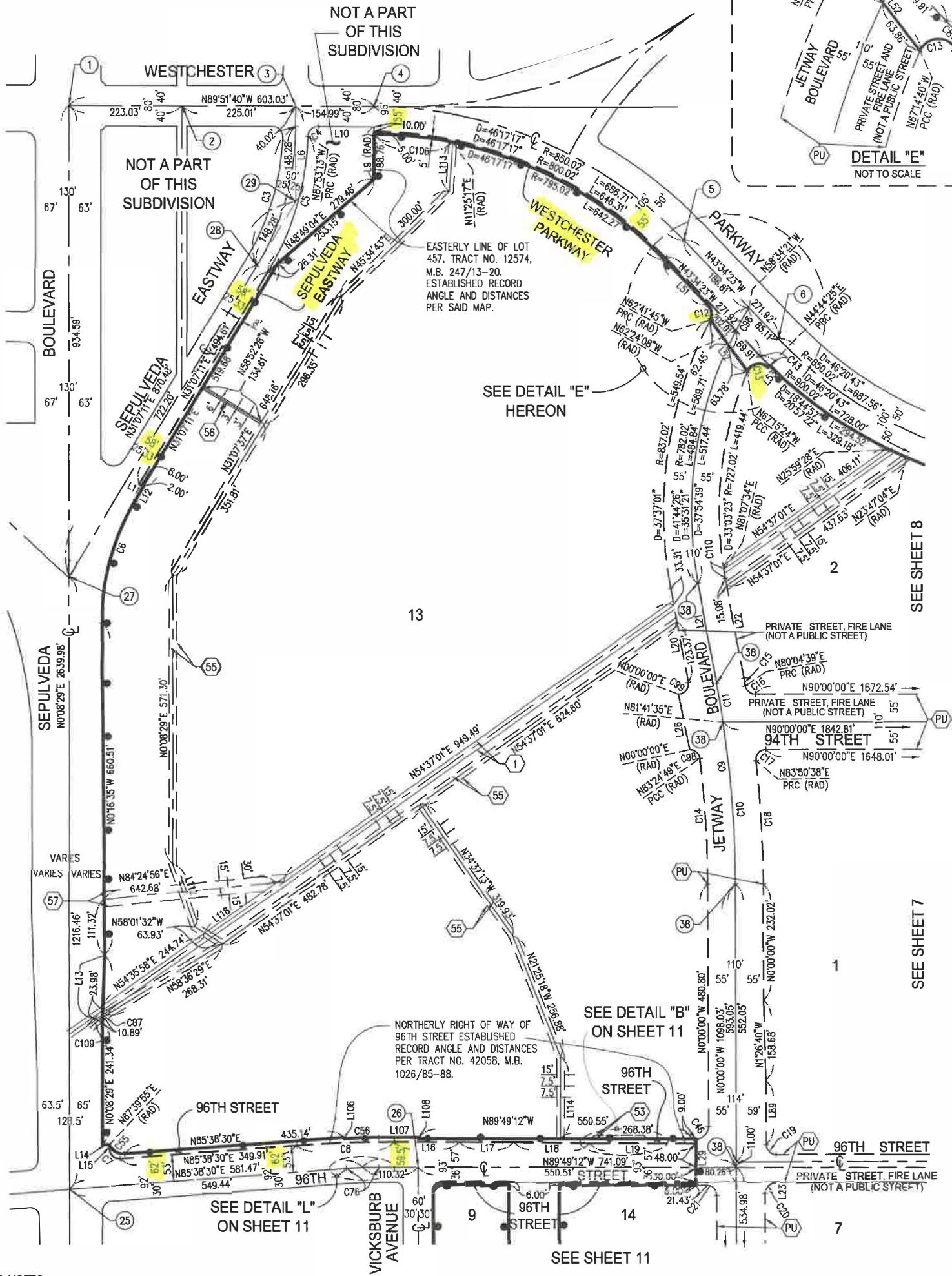


SCALE: 1" = 150'

SHEET 6 OF 12 SHEETS

# TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA



## EASEMENT NOTES:

- 1 15' WIDE EASEMENT OF CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, PER DOCUMENT NO. 34, IN BOOK 2086 PAGE 154 OF DEEDS.
- 53 VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR SIDEWALK PURPOSES, DEDICATED HEREON.
- 55 15' WIDE EASEMENT TO CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON.
- 56 6' WIDE EASEMENT OF THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, PER CITY OF LOS ANGELES SEWER PLAN D-6705 APPROVED MARCH 27, 1942.
- 57 30' WIDE SUBSURFACE EASEMENT, PER CITY LOS ANGELES NORTH OUTFALL REPLACEMENT SANITARY SEWER PLANS D-29403, SHEET C-33, DATED APRIL 28, 1989.
- PU EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

CONDITIONALLY APPROVED  
6-27-22  
By: E.A.

## LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP. SEE SHEET 4 FOR MONUMENT NOTES. SEE SHEET 12 FOR LINE AND ARC DATA TABLES.

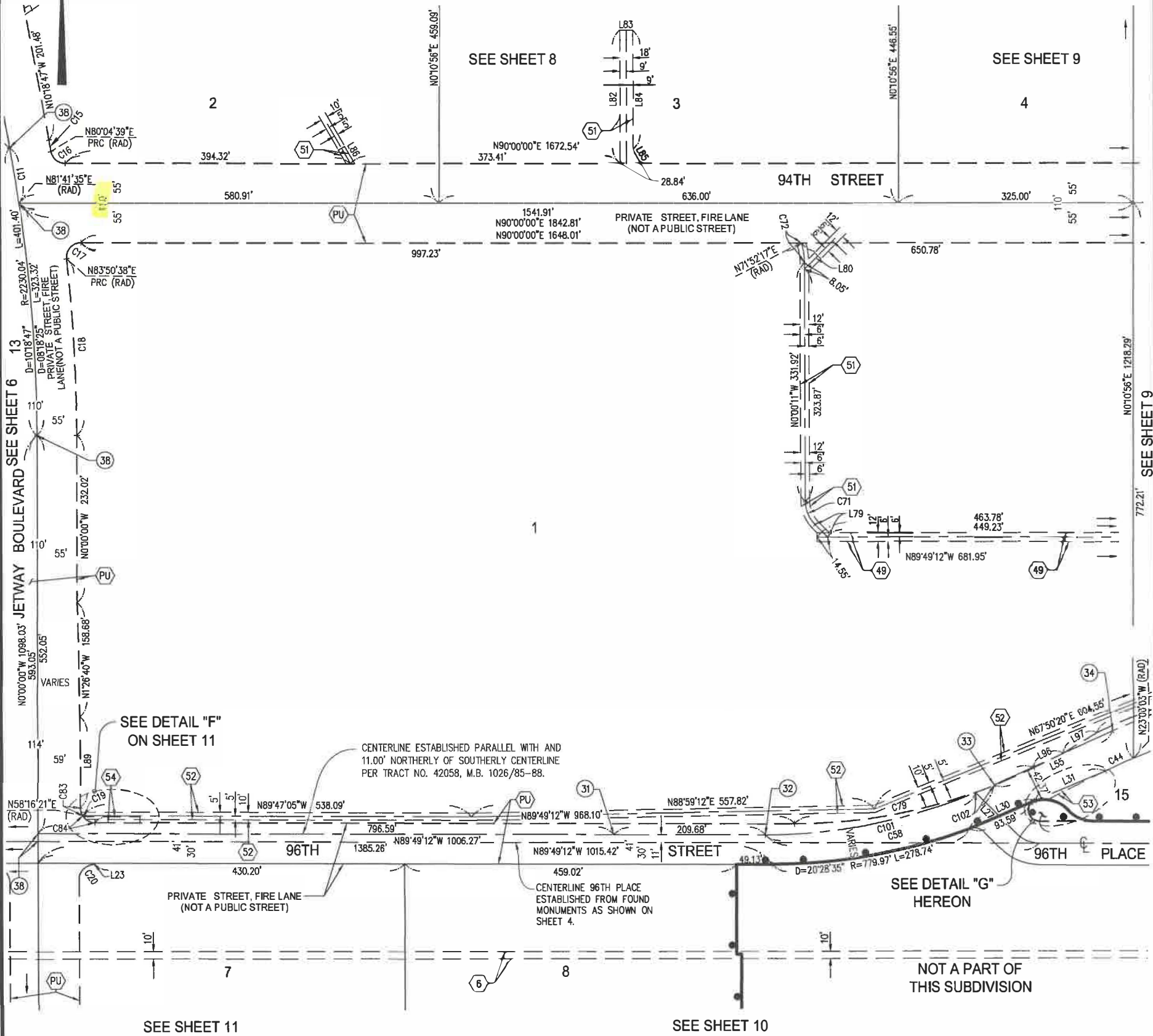
SCALE: 1" = 100'

SHEET 7 OF 12 SHEETS

# TRACT NO. 74322

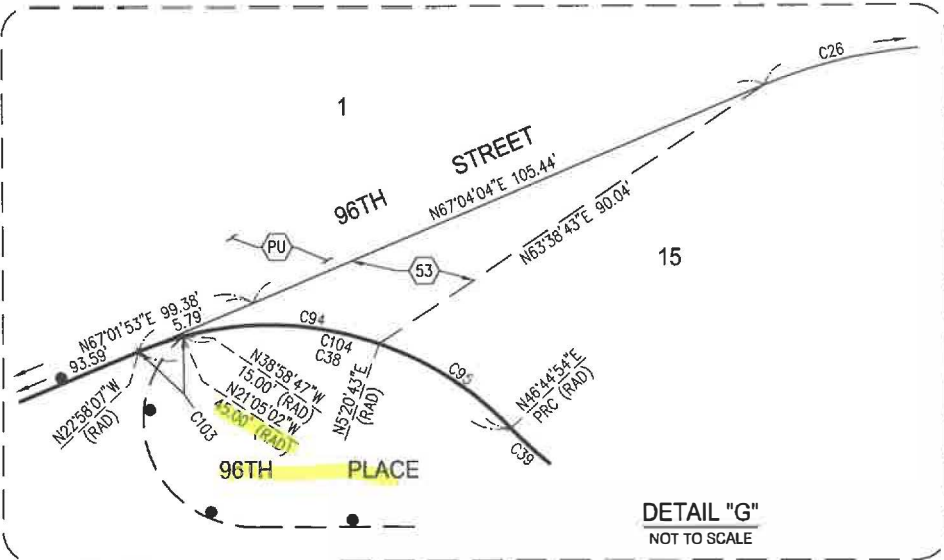
IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

*CONDITIONALLY APPROVED*  
*By: E.A., 6-27-22*



## EASEMENT NOTES:

- 6 10' WIDE EASEMENT OF CITY OF LOS ANGELES FOR POLE LINE AND CONDUITS, RECORDED JULY 9, 1942, PER DOCUMENT NO. 659, IN BOOK 19453 PAGE 115, OF OFFICIAL RECORDS.
- 49 VARIABLE WIDTH EASEMENT OF CITY OF LOS ANGELES FOR STORM DRAIN, PURPOSES, PER TRACT NO. 42058, M.B. 1026 PAGES 85 TO 87.
- 51 VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON. STORM DRAIN EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
- 52 10' WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON. SANITARY SEWER EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
- 53 VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR SIDEWALK PURPOSES, DEDICATED HEREON.
- 54 VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON.
- PU EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

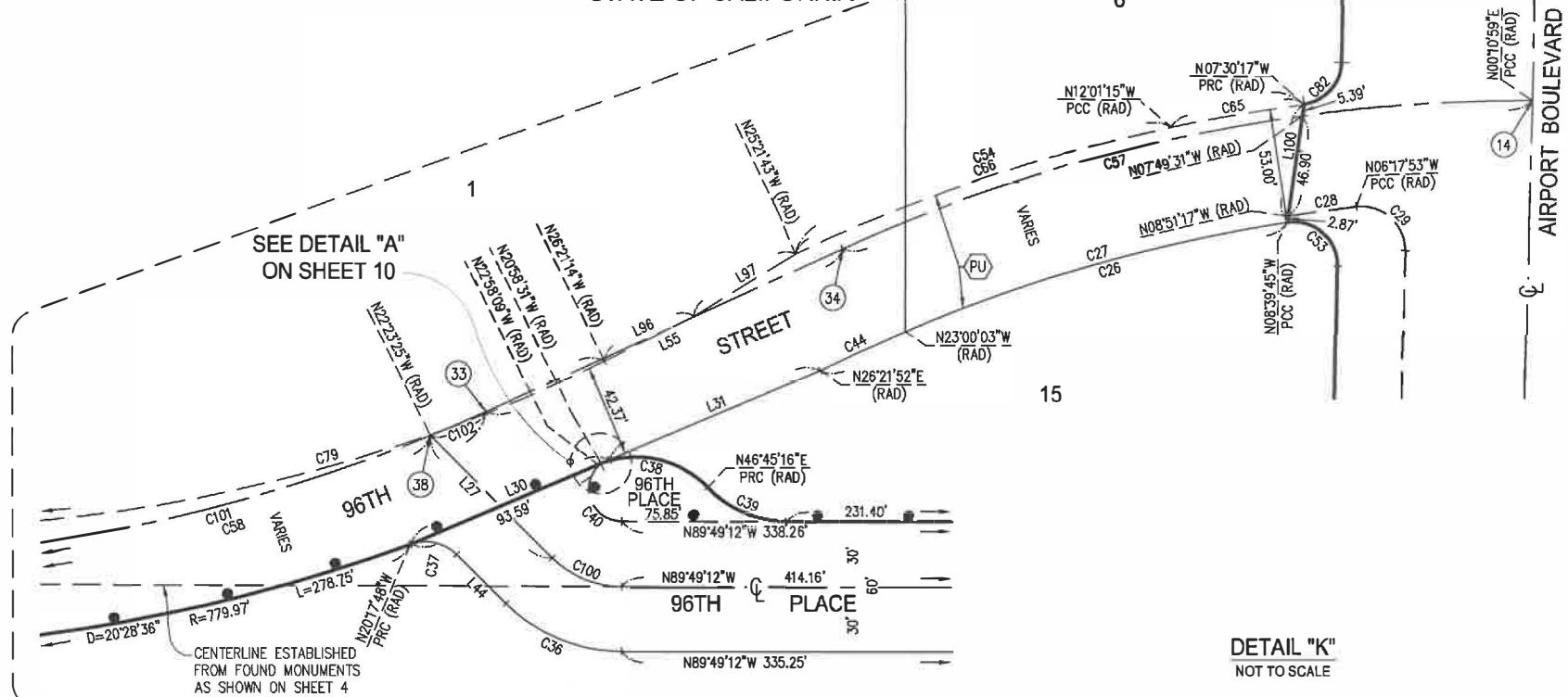


## LEGEND:

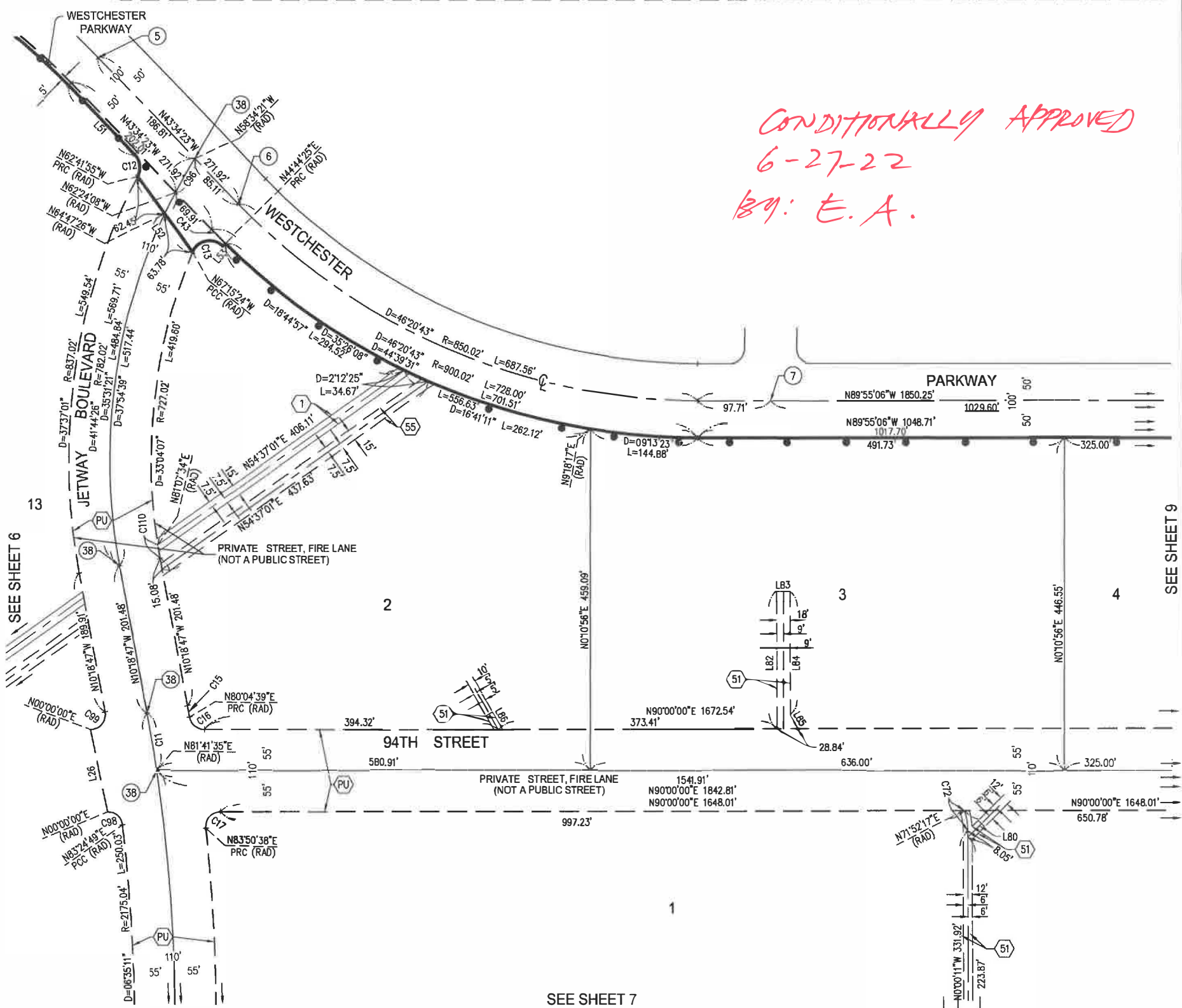
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP. SEE SHEET 4 FOR MONUMENT NOTES. SEE SHEET 12 FOR LINE AND ARC DATA TABLES.



SHEET 8 OF 12 SHEETS



CONDITIONALLY APPROVED  
6-27-22  
by: E. A.



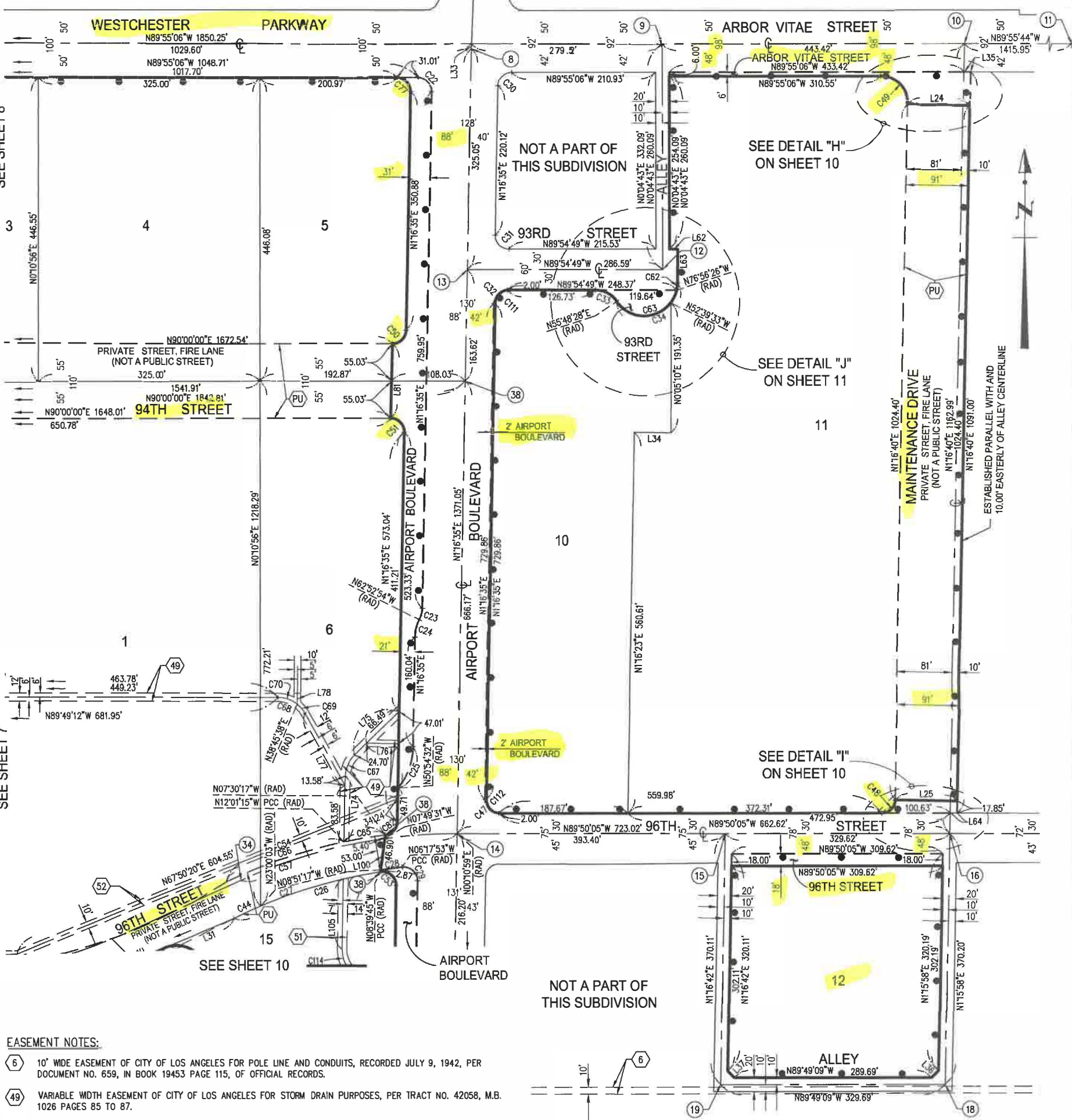
- EASEMENT NOTES:
- (1) 15' WIDE EASEMENT OF CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, PER DOCUMENT NO. 34, IN BOOK 2086 PAGE 154 OF DEEDS.
- (51) VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON.  
STORM DRAIN EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS – BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
- (55) 15' WIDE EASEMENT TO CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON.
- (PU) EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

**LEGEND:**

 INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.  
SEE SHEET 4 FOR MONUMENT NOTES.  
SEE SHEET 12 FOR LINE AND ARC DATA TABLES

TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA



EASEMENT NOTES:

- 6 10' WIDE EASEMENT OF CITY OF LOS ANGELES FOR POLE LINE AND CONDUITS, RECORDED JULY 9, 1942, PER DOCUMENT NO. 659, IN BOOK 19453 PAGE 115, OF OFFICIAL RECORDS.
- 49 VARIABLE WIDTH EASEMENT OF CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, PER TRACT NO. 42058, M.B. 1026 PAGES 85 TO 87.
- 51 VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON. STORM DRAIN EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
- 52 10' WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON. SANITARY SEWER EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
- PU EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

CONDITIONALLY APPROVED  
6-27-22  
By: E.A.

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.  
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SEE SHEET 12 FOR LINE AND ARC DATA TABLES.



SCALE: 1" = 100'

SHEET 10 OF 12 SHEETS

# TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA



*CONDITIONALLY APPROVED*  
*6-27-22*  
*By: E.A.*

SEE SHEET 7

SEE DETAIL "K"  
ON SHEET 8

SEE SHEET 9

SEE DETAIL "A"  
HEREON

96TH STREET

AIRPORT BOULEVARD

96TH PLACE

VARIES

VARIES

AIRPORT

21

NOT A PART OF  
THIS SUBDIVISION

SEE SHEET 11

CENTERLINE ESTABLISHED PARALLEL WITH AND  
11.00' NORTHERLY OF SOUTHERLY CENTERLINE  
PER TRACT NO. 42058, M.B. 1026/85-88.

PRIVATE STREET, FIRE LANE  
(NOT A PUBLIC STREET)

ESTABLISHED PER RECORD OF  
SURVEY, M.B. 301/21-42.

CENTERLINE ESTABLISHED  
FROM FOUND MONUMENTS  
AS SHOWN ON SHEET 4

1

DETAIL "A"  
NOT TO SCALE

## EASEMENT NOTES:

- 6 10' WIDE EASEMENT OF CITY OF LOS ANGELES FOR POLE LINE AND CONDUITS, RECORDED JULY 9, 1942, PER DOCUMENT NO. 659, IN BOOK 19453 PAGE 115, OF OFFICIAL RECORDS.
- 49 VARIABLE WIDTH EASEMENT OF CITY OF LOS ANGELES FOR STORM DRAIN, SANITARY SEWER AND PUBLIC UTILITY PURPOSES, PER TRACT NO. 42058, M.B. 1026 PAGES 85 TO 87.
- 51 VARIABLE WIDTH EASEMENT TO THE CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON. STORM DRAIN EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
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- 53 VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR SIDEWALK PURPOSES, DEDICATED HEREON.
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11

MAINTENANCE DRIVE  
PRIVATE STREET, FIRE LANE  
(NOT A PUBLIC STREET)

96TH STREET  
DETAIL "I"  
NOT TO SCALE

ARBOR VITAE STREET

ARBOR VITAE STREET

11

DETAIL "H"  
NOT TO SCALE

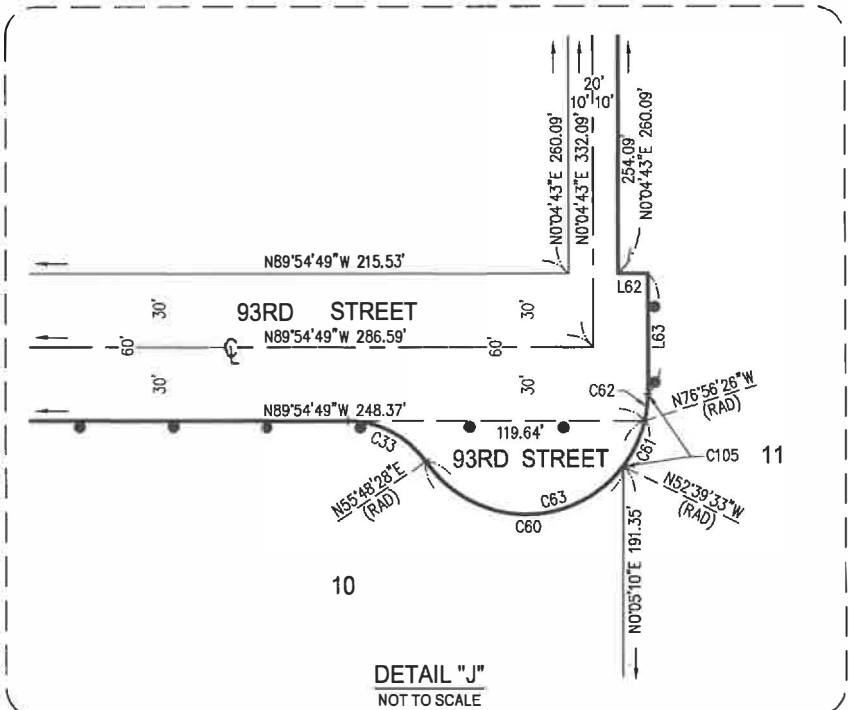
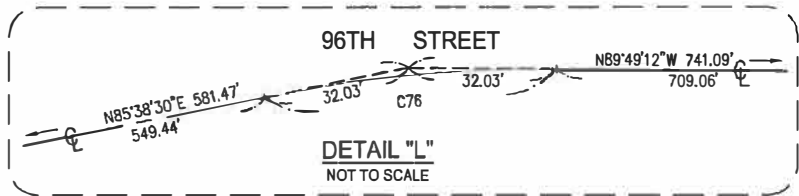
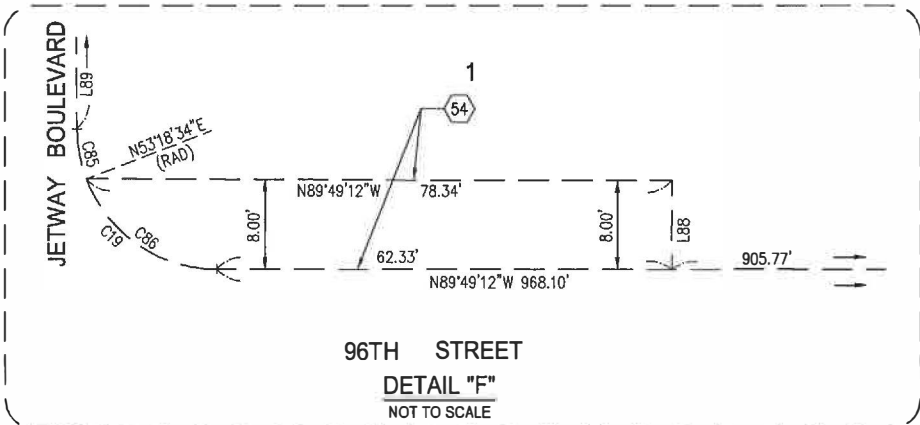
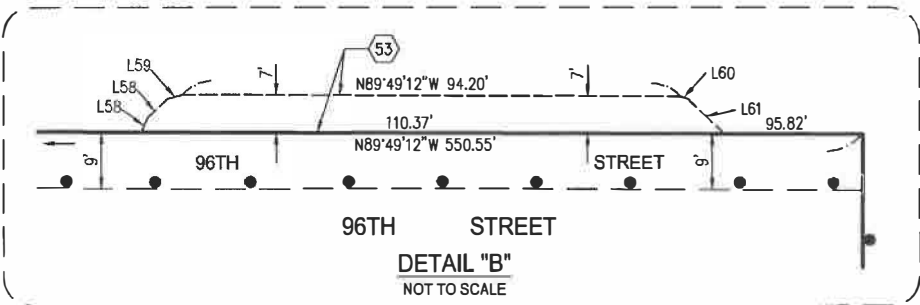
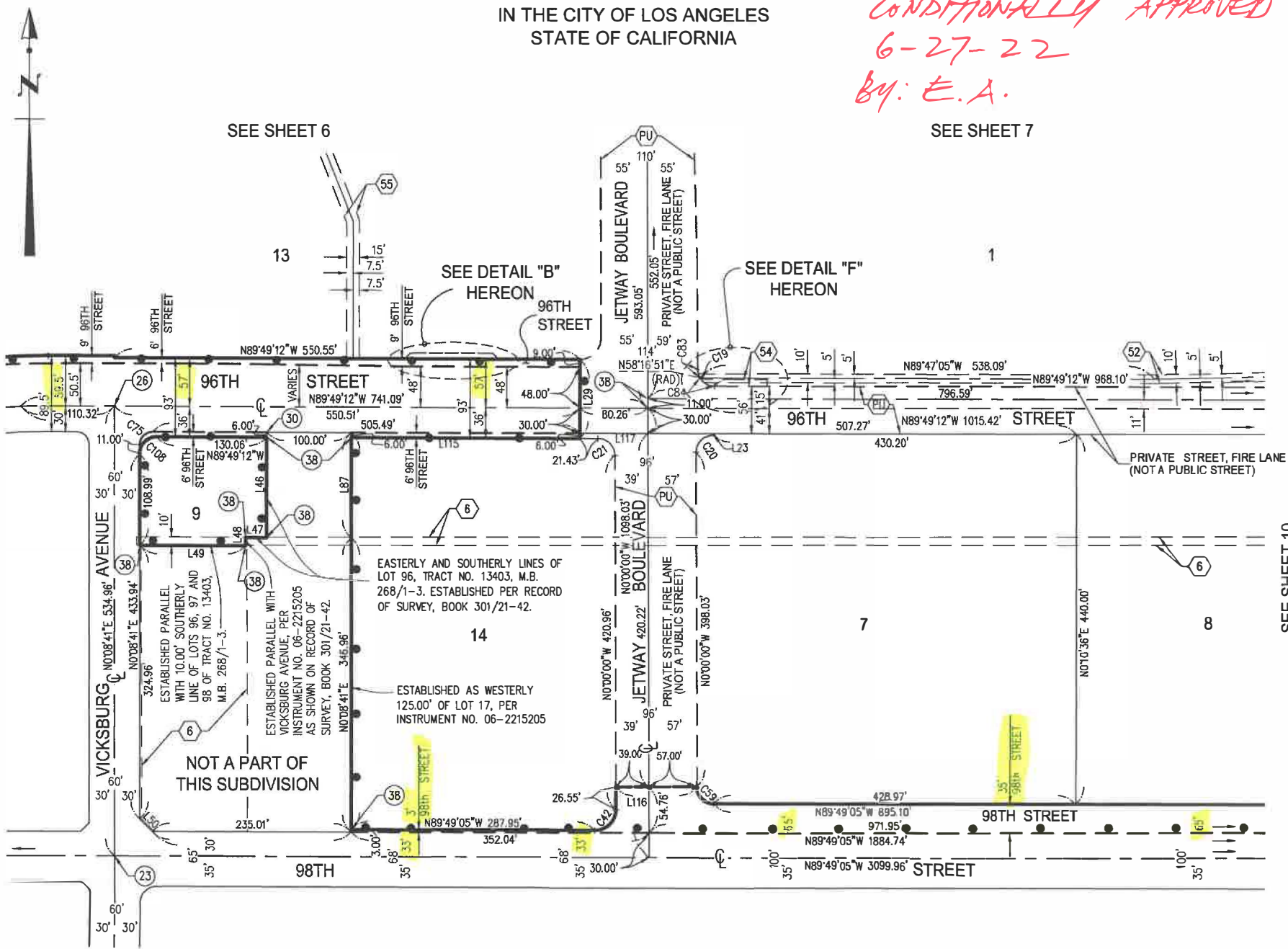
## LEGEND:

INDICATES THE BOUNDARY  
OF THE LAND BEING SUBDIVIDED BY THIS MAP.  
SEE SHEET 4 FOR MONUMENT NOTES.  
SEE SHEET 12 FOR LINE AND ARC DATA TABLES.

# TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

CONDITIONALLY APPROVED  
6-27-22  
By: E.A.



- EASEMENT NOTES:
- (B) EASEMENT FOR PDLE LINE AND CONDUIT PURPOSES PER DOCUMENT NO. 659, IN BOOK 19453 PAGE 115, OFFICIAL RECORDS.
  - (52) 10' WIDE EASEMENT TO THE CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON. SANITARY SEWER EASEMENT TO THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF SANITATION (LASAN), INCLUDING ACCESS AND MAINTENANCE RIGHTS. LAWA WILL LIMIT UTILITY SERVICES THAT MAY SHARE THIS EASEMENT TO ONLY LATERAL CROSSINGS OF THE EASEMENT AS CLOSE TO PERPENDICULAR AS POSSIBLE. LASAN SHALL COMPLY WITH CONSTRUCTION STANDARDS AND BEST PRACTICES TO MITIGATE IMPACTS TO PROPERTY OWNED BY THE UNDERLYING FEE OWNER / CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS KNOWN AS LOS ANGELES WORLD AIRPORTS (LAWA). LAWA WILL RESTORE ALL SURFACES IMPACTED BY LASAN IMPROVEMENTS WITHIN THE EASEMENT. LAWA AGREES TO REINSTATE ANY LAWA-INSTALLED IMPROVEMENTS IF LASAN MUST REMOVE SUCH IMPROVEMENTS AS PART OF THEIR MAINTENANCE ACTIVITIES.
  - (53) VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR SIDEWALK PURPOSES, DEDICATED HEREON.
  - (54) VARIABLE WIDTH EASEMENT TO CITY OF LOS ANGELES FOR STORM DRAIN PURPOSES, DEDICATED HEREON.
  - (55) 15' WIDE EASEMENT TO CITY OF LOS ANGELES FOR SANITARY SEWER PURPOSES, DEDICATED HEREON.
  - (PU) EASEMENT TO THE CITY OF LOS ANGELES FOR PUBLIC UTILITY, STORM DRAIN, SEWER LINE, AND WATER LINE PURPOSE.

LEGEND:  
● INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP. SEE SHEET 4 FOR MONUMENT NOTES. SEE SHEET 12 FOR LINE AND ARC DATA TABLES.



TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

SHEET 12 OF 12 SHEETS


CONDITIONALLY APPROVED  
6-27-22  
By: E.A.

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	46°17'16"	850.02'	686.71'
C2	46°20'42"	850.02'	687.56'
C3	30°58'51"	535.01'	289.29'
C4	88°01'33"	20.00'	30.73'
C5	29°00'24"	560.01'	283.51'
C6	31°23'47"	465.01'	254.81'
C7	94°29'59"	20.00'	32.99'
C8	04°32'18"	2448.15'	193.92'
C9	10°18'47"	2230.04'	401.40'
C10	08°18'25"	2230.04'	323.32'
C11	02°00'22"	2230.04'	78.08'
C12	70°52'38"	25.00'	30.93'
C13	111°59'49"	25.00'	48.87'
C14	06°35'11"	2175.04'	250.03'
C15	00°23'26"	2285.04'	15.58'
C16	80°04'39"	20.00'	27.95'
C17	96°09'22"	20.00'	33.57'
C18	06°09'22"	2285.04'	245.52'
C19	89°49'12"	20.00'	31.35'
C20	90°10'48"	20.00'	31.48'
C21	89°49'12"	20.00'	31.35'
C22	91°11'41"	20.00'	31.83'
C23	25°50'31"	40.00'	18.04'
C24	25°50'31"	60.00'	27.06'
C25	37°48'53"	100.00'	66.00'
C26	17°42'06"	732.01'	226.16'
C27	14°20'18"	732.01'	183.19'
C28	02°33'24"	714.04'	31.86'
C29	97°34'28"	20.00'	34.06'
C30	88°48'19"	20.00'	31.00'
C31	91°11'24"	20.00'	31.83'
C32	88°48'37"	20.00'	31.00'
C33	55°39'35"	38.04'	36.96'
C34	145°42'20"	49.00'	124.61'
C35	92°07'38"	20.00'	32.16'
C36	45°00'00"	75.01'	58.92'
C37	65°28'35"	20.00'	22.86'
C38	69°43'01"	45.01'	54.77'
C39	46°34'06"	50.01'	40.65'
C40	140°50'25"	15.00'	36.87'
C41	88°54'13"	20.00'	31.03'
C42	90°10'56"	25.00'	39.35'
C43	1°41'12"	900.02'	26.49'
C44	3°21'48"	732.01'	42.97'
C45	09°43'42"	15.00'	2.55'
C46	90°10'48"	25.00'	39.35'
C47	91°06'40"	20.00'	31.80'
C48	88°53'15"	20.00'	31.03'
C49	91°11'46"	40.00'	63.67'
C50	88°43'25"	20.00'	30.97'
C51	91°16'35"	20.00'	31.86'
C52	37°48'53"	100.00'	66.00'
C53	99°56'20"	20.00'	34.89'
C54	17°51'26"	785.02'	244.66'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C55	72°01'26"	30.00'	37.71'
C56	4°32'18"	867.91'	68.75'
C57	24°40'31"	759.04'	326.89'
C58	24°40'20"	758.85'	326.77'
C59	89°49'05"	20.00'	31.35'
C60	108°27'26"	49.00'	92.75'
C61	24°16'00"	49.00'	20.75'
C62	12°58'51"	49.00'	11.10'
C63	132°44'54"	49.00'	113.53'
C64	8°00'30"	759.04'	106.09'
C65	4°30'58"	785.02'	61.87'
C66	13°20'28"	785.02'	182.79'
C67	45°00'00"	45.00'	35.34'
C68	61°05'53"	45.00'	47.99'
C69	22°31'03"	45.00'	17.69'
C70	38°34'50"	45.00'	30.30'
C71	44°59'49"	45.00'	35.34'
C72	18°07'32"	90.00'	28.47'
C73	38°28'43"	45.00'	30.22'
C74	8°28'44"	45.00'	6.66'
C75	90°02'07"	15.00'	23.57'
C76	4°32'18"	808.41'	64.03'
C77	91°11'41"	20.00'	31.83'
C79	26°32'01"	740.01'	342.70'
C80	89°59'50"	20.00'	31.41'
C82	81°13'08"	20.00'	28.35'
C83	31°43'39"	20.00'	11.07'
C84	58°05'33"	20.00'	20.28'
C85	36°41'26"	20.00'	12.80'
C86	53°07'46"	20.00'	18.55'
C87	5°34'57"	100.00'	9.74'
C88	13°36'52"	37.50'	8.91'
C94	28°18'50"	45.01'	22.24'
C95	41°24'11"	45.01'	32.52'
C96	3°49'47"	782.02'	52.27'
C97	91°11'46"	40.00'	63.67'
C98	83°24'49"	20.00'	29.12'
C99	100°18'47"	20.00'	35.02'
C100	45°00'00"	45.01'	35.35'
C101	22°34'13"	758.85'	298.93'
C102	2°06'07"	758.85'	27.84'
C103	1°53'05"	45.01'	1.48'
C104	67°49'56"	45.01'	53.29'
C105	37°14'53"	49.00'	31.86'
C106	11°16'57"	795.02'	156.55'
C107	88°54'13"	20.00'	31.03'
C108	90°02'07"	20.00'	31.43'
C109	17°58'53"	100.00'	31.38'
C110	1°26'21"	727.02'	18.26'
C111	88°48'37"	20.00'	31.00'
C112	91°06'40"	20.00'	31.80'
C113	13°21'44"	731.94'	170.70'
C114	32°34'37"	45.00'	25.59'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N43°34'23"W	271.92'
L2	N02°19'19"E	7.10'
L3	N01°15'58"E	370.20'
L4	N89°49'09"W	329.69'
L5	N01°16'42"E	370.11'
L6	N00°08'20"E	188.30'
L7	N89°54'49"W	286.59'
L8	N00°04'43"E	332.09'
L9	N00°08'20"E	103.75'
L10	N89°51'40"W	110.34'
L11	N58°52'49"W	10.00'
L12	N31°07'11"E	30.72'
L13	N02°13'10"E	133.54'
L14	N89°51'31"W	14.00'
L15	N00°08'29"E	8.20'
L16	N89°49'12"W	128.80'
L17	N89°29'39"W	107.95'
L18	N89°05'59"W	150.01'
L19	N89°49'12"W	210.67'
L20	N10°18'47"W	189.91'
L21	N89°18'47"W	201.48'
L22	N10°18'47"W	201.48'
L23	N00°05'05"E	1.95'
L24	N88°43'20"W	91.00'
L25	N88°43'20"W	91.00'
L26	N11°38'31"W	112.31'
L27	N44°49'12"W	79.11'
L29	N00°10'48"W	93.00'
L30	N67°01'53"E	99.38'
L31	N67°04'04"E	105.44'
L32	N44°19'15"W	30.09'
L33	N02°19'19"E	7.10'
L34	N89°20'22"W	53.53'
L35	N89°55'44"W	9.12'
L36	N45°43'25"E	14.28'
L37	N44°16'13"W	14.01'
L38	N00°10'38"E	125.03'
L39	N89°49'09"W	6.90'
L40	N00°08'16"E	5.00'
L41	N46°14'41"E	21.60'
L42	N89°49'09"W	1.00'
L43	N02°18'26"E	104.37'
L44	N44°49'12"W	32.13'
L45	N01°16'35"E	105.48'
L46	N01°10'33"E	119.00'
L47	N89°49'09"W	25.00'
L48	N00°08'41"E	10.00'
L49	N89°49'09"W	125.01'
L50	N44°50'12"W	21.22'
L51	N43°34'23"W	127.73'
L52	N35°27'30"W	126.31'

LINE TABLE		
LINE #	BEARING	DISTANCE
L53	N44°44'25"E	5.00'
L54	N65°29'24"E	107.58'
L55	N65°30'28"E	180.46'
L56	N00°10'48"E	3.68'
L57	N24°10'48"E	8.94'
L58	N47°48'44"E	5.00'
L59	N74°46'02"E	2.95'
L60	N72°42'01"W	1.59'
L61	N46°09'07"W	9.46'
L62	N89°54'49"W	12.00'
L63	N00°04'43"E	48.99'
L64	N89°49'06"W	10.00'
L74	N01°16'41"E	97.16'
L75	N46°16'41"E	91.18'
L76	N88°43'19"W	47.01'
L77	N28°43'19"W	120.67'
L78	N00°10'48"E	15.82'
L79	N45°00'00"W	24.49'
L80	N45°00'00"E	25.83'
L81	N01°44'25"E	110.06'
L82	N00°00'00"W	185.04'
L83	N90°00'00"E	18.00'
L84	N00°00'00"W	166.26'
L85	N30°00'00"W	21.69'
L86	N30°00'00"W	24.57'
L87	N00°10'34"E	119.00'
L88	N00°10'48"E	8.00'
L89	N00°00'00"W	126.65'
L90	N00°00'00"W	126.65'
L96	N63°38'46"E	45.90'
L97	N58°36'47"E	54.89'
L99	N01°16'35"E	98.45'
L100	N08°02'53"E	55.17'
L101	N90°00'00"W	19.97'
L102	N00°10'55"E	65.00'
L103	N89°49'05"W	57.00'
L104	N00°10'55"E	84.88'
L105	N01°16'41"E	103.26'
L106	N04°21'30"W	2.50'
L107	N89°49'12"W	78.25'
L108	N00°10'48"E	2.50'
L109	N24°10'48"E	3.12'
L110	N89°48'50"W	17.03'
L112	N18°45'59"W	133.39'
L113	N03°46'32"E	96.94'
L114	N00°10'52"E	163.02'
L115	N89°49'12"W	270.42'
L116	N90°00'00"W	96.00'
L117	N89°49'12"W	80.35'
L118	N54°37'01"E	196.59'

LEGEND:  
 INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.  
SEE SHEET 4 FOR MONUMENT NOTES.  
SEE SHEET 12 FOR LINE AND ARC DATA TABLES.

SCALES: 1"=300'  
1"=150'  
1"=100'

TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA  
FOR SUBDIVISION PURPOSES

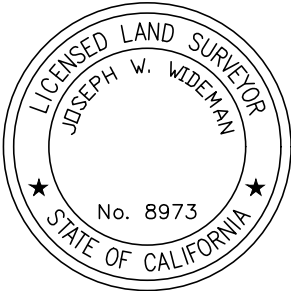
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LOTS 197, 198, 233 TO 243, INCLUSIVE, 257 TO 260, INCLUSIVE, LOTS 384, 390, 395, 424, 458, 461, 496 AND ALL OF LOTS 244 TO 256, INCLUSIVE, LOTS 261 TO 383, INCLUSIVE, LOTS 391 TO 394, INCLUSIVE, LOTS 396 TO 423, INCLUSIVE, LOTS 462 TO 466, INCLUSIVE, AND LOTS 482 TO 495, INCLUSIVE, OF TRACT NO. 12574 AS PER MAP RECORDED IN BOOK 247, PAGES 13 THROUGH 20 OF MAPS; TOGETHER WITH THOSE PORTIONS OF KELLYFIELD AVENUE, JENNY AVENUE FORMERLY JUNKERS AVENUE, INGLEPORT AVENUE, HOXEY AVENUE, GOEBEL AVENUE, KITTYHAWK AVENUE AND INTERCEPTOR STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 12574; PORTIONS OF LOTS 1, 2, 21, 22, 23, 49, 50, 51, 83, 84 AND ALL OF LOTS 3 TO 20, INCLUSIVE, LOTS 24 TO 48, INCLUSIVE, LOTS 52 TO 82, INCLUSIVE, LOTS 85 TO 93, INCLUSIVE, LOTS 96 TO 98, INCLUSIVE, LOTS 103 TO 105, INCLUSIVE, AND LOTS 108 TO 116, INCLUSIVE, OF TRACT NO. 13403 AS PER MAP RECORDED IN BOOK 268, PAGES 1 THROUGH 3 OF MAPS; TOGETHER WITH THOSE PORTIONS OF VICKSBURG AVENUE, KELLYFIELD AVENUE, JENNY AVENUE, INTERCEPTOR STREET AND 96TH STREET, FORMERLY NINETY SIXTH STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13403; PORTIONS OF LOTS 24, 25, 26, 80, 81, 82, 117, 118, 119, 157; AND ALL OF LOTS 27 TO 32, INCLUSIVE, LOTS 64 TO 79, INCLUSIVE, LOTS 83 TO 116, INCLUSIVE, LOTS 120 TO 156, INCLUSIVE, LOTS 158 TO 174, INCLUSIVE, AND LOTS 190 TO 206, INCLUSIVE, OF TRACT NO. 13711 AS PER MAP RECORDED IN BOOK 276, PAGES 48 THROUGH 50 OF MAPS; TOGETHER WITH THOSE PORTIONS OF INGLEPORT AVENUE, HOXEY AVENUE, GOEBEL AVENUE, GOEBEL PLACE, HYMAN STREET, INTERCEPTOR STREET AND 96TH STREET, FORMERLY NINETY SIXTH STREET, AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13711; PORTIONS OF LOTS 27, 28, 29, 30, 31, 32, 66, 67, 68, 69, 74, 75, 76, 82, 83, 84 AND ALL OF LOTS 70 TO 73, INCLUSIVE, AND LOTS 78 TO 81, INCLUSIVE, OF TRACT NO. 13734 AS PER MAP RECORDED IN BOOK 288, PAGES 22 AND 23 OF MAPS; TOGETHER WITH THOSE PORTIONS OF FLEETWING AVENUE AND HYMAN STREET AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 13734; THAT PORTION OF EARHART AVENUE VACATED BY TRACT NO. 42058, AS PER MAP RECORDED IN BOOK 1026, PAGES 85-88 OF MAPS; PORTION OF LOT 38 OF RANCHO SAUSAL REDONDO IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 507 AND 508 OF PATENTS; LOTS 2 AND 3 OF TRACT NO. 42058 AS PER MAP RECORDED IN BOOK 1026, PAGES 85 THROUGH 88 OF MAPS; LOTS 1 TO 52, INCLUSIVE, OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457, PAGES 41 THROUGH 43 OF MAPS; TOGETHER WITH THOSE PORTIONS OF BELFORD AVENUE, 93RD STREET, FORMERLY NINETY THIRD STREET, 95TH STREET, FORMERLY NINETY FIFTH STREET, 96TH STREET, FORMERLY NINETY SIXTH STREET, AND THOSE CERTAIN ALLEYS AS SHOWN AND DEDICATED ON THE MAP OF SAID TRACT NO. 17844; PORTION OF LOT 1 OF TRACT NO. 15678, AS PER MAP RECORDED IN BOOK 352, PAGES 47 AND 48 OF MAPS; PORTION OF LOT 17 AND ALL OF LOTS 13, 14, 15 AND 16 OF TRACT NO. 13375 AS PER MAP RECORDED IN BOOK 267, PAGES 43 AND 44 OF MAPS; ALL RECORDS OF LOS ANGELES COUNTY.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF LOS ANGELES ON JULY 16, 2018, THE OWNERS SHOWN HEREON. I HEREBY STATE THAT THIS FINAL TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 12 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS OF THE CHARACTER AND LOCATION HEREON ARE IN PLACE AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

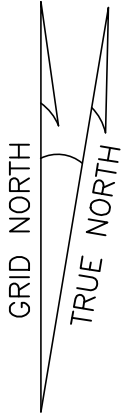
JOSEPH W. WIDEMAN, P.L.S. 8973

02/24/2021  
DATE



GEOLOGICAL INVESTIGATION STATEMENT:

THE APPROVAL OF THIS TRACT MAP SHALL NOT BE CONSTRUED AS HAVING BEEN BASED UPON GEOLOGICAL INVESTIGATION SUCH AS WILL AUTHORIZE THE ISSUANCE OF BUILDING PERMITS ON THE SUBJECT PROPERTY. SUCH PERMITS WILL BE ISSUED ONLY AT SUCH TIME AS THE DEPARTMENT OF BUILDING AND SAFETY HAS RECEIVED SUCH TOPOGRAPHIC MAPS AND GEOLOGICAL REPORTS AS IT DEEMS NECESSARY TO JUSTIFY THE ISSUANCE OF SUCH BUILDING PERMITS.



CONVERGENCE ANGLE =  
-00°13'11.9" AT MON. 14

BASIS OF BEARINGS AND DATUM STATEMENT:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 5, NAD 83, EPOCH 2010.00 AS DETERMINED LOCALLY BY A GPS SURVEY OF A LINE BETWEEN CALIFORNIA SPECIAL REFERENCE CENTER (CSRC) CORS STATIONS WRHS AND TORP BEING N26°33'28.0"W, AS SHOWN ON THE MAP.

ALL MEASURED AND RECORD DISTANCES SHOWN ARE GRID DISTANCES. TO DETERMINE GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY THE AVERAGE COMBINATION FACTOR OF 1.00001924, AS DETERMINED AT MONUMENT 14 AT THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND 96TH STREET. THE CONVERGENCE ANGLE AT THS POINT IS -00°13'11.9".

<div>NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENTS</div> <div>NOTICE IS HEREBY GIVEN that assessments may be levied for the costs of maintenance and energy for any street lighting facilities installed with this subdivision. The initial billing may be for a period of up to three years with subsequent bills annually. For further information call the Bureau of Street Lighting at (213) 847-1500.</div>	<div>CERTIFICATE OF COMPLIANCE</div> <div>I HEREBY CERTIFY that I have examined this map and that the subdivision as shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of Division 2 of Title 7 of the Government Code, State of California, and of all local ordinances applicable and in effect at the time of the approval of the tentative map have been complied with.</div> <div>DATE: _____</div> <div>City Engineer _____</div> <div>I HEREBY CERTIFY that I am satisfied that this map is technically correct.</div> <div>DATE _____</div> <div>Engineer of Surveys _____</div>	<div>CERTIFICATE OF TITLE</div> <div>I HEREBY CERTIFY that there is on file in the office of the City Engineer of the City of Los Angeles, County of Los Angeles, State of California, a Certificate made by Chicago Title Company, order No. 997-00085250, Dated _____, certifying that it appears from the records of said City and County that CITY OF LOS ANGELES are the only persons whose consent is required for the recording of this map by law.</div> <div>DATE _____</div> <div>City Engineer _____</div>	<div>CERTIFICATE OF ACCEPTANCE</div> <div>I HEREBY CERTIFY that the City Council of the City of Los Angeles approved this map and accepted on behalf of the public all offers and dedication shown hereon unless otherwise rejected, except those marked "Future Street", "Future Alley" or "Future Easement" provided that nothing herein contained shall be construed as an acceptance of any improvements made in or upon any street, alley or easement shown on this map.</div> <div>DATE _____</div> <div>City Clerk _____</div> <div>By _____ Deputy</div>
<div>CERTIFICATE OF SPECIAL ASSESSMENT</div> <div>I HEREBY CERTIFY that according to the records of the City Engineer of the City of Los Angeles none of the lines of lots or parcels of the subdivision shown on this subdivision map will divide any land subject to any special assessment which may be paid in full.</div> <div>DATE _____</div> <div>City Engineer _____</div>			

**Exhibit 6**

This page is part of your document - DO NOT DISCARD



**20230094322**



Pages:  
0020

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/14/23 AT 11:07AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202302140920005

00023195453



013918718

SEQ:  
03

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**



Recording Requested by and when  
recorded mail to:

Spectrum Pacific West, LLC  
7337 Central Ave.  
Riverside, CA 92504  
Attn: Area Vice President, Field Operations  
c/o Compliance Team



EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

APN: 4125-023-900, 915, 908, 909, 917,  
929, and 931; and 4125-022-900, 905, 906,  
909, 916, 911, and 912

DOCUMENTARY TRANSFER TAX \$ 0

☐ Computed on full value of property conveyed  
☐ Computed on full value less liens and  
encumbrances remaining at time of sale

*conveyances of an Easement on Oil and Gas Lease  
where the consideration and value is less  
than \$100.00*

**AGREEMENT AND GRANT OF PERMANENT UTILITY EASEMENT**  
**[Spectrum Pacific West, LLC]**

*[Signature]*  
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME

This AGREEMENT AND GRANT OF PERMANENT UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and Spectrum Pacific West, LLC, a Delaware limited liability company ("Grantee" or "Charter") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Arbor Vitae Street, north of 96th Street, west of Aviation Boulevard, and east of Airport Boulevard, also identified by the Assessor's Parcel Numbers 4125-023-900, 915, 908, 909, 917, 929, and 931 and 4125-022-900, 905, 906, 909, 916, 911, and 912, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain telecommunication facilities generally consisting of underground duct banks containing cables and related facilities, equipment, and appurtenances, which are owned and operated by Grantee (collectively, the "Facilities"), and such Facilities are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on or about Maintenance Drive between Arbor Vitae Street and 96th Street;

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"); and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of a permanent easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a permanent, non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's Facilities or the nonexclusive easement granted herein or access to the Facilities, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement

Area to other persons or entities, provided that Grantee's Facilities and the nonexclusive easement granted hereunder or access to its Facilities shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) The parties shall cooperate in the event of future relocations of the Easement Area in connection with airport development related purposes.

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations) as may be applicable.

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor as an additional insured, or be adequately self-insured.

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and physical capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys'

fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately, and within thirty (30) days from the date Grantee is given notice of non-compliance, remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the immediately surrounding Easement Area in good order and repair. Any repair, maintenance, or removal of the Facilities shall be done in a clean, good, and workmanlike manner. Without limiting the generality of the foregoing, upon completion of any digging, excavation, or grading any part of the Easement Area at or near the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than fourteen (14) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. In the event of an emergency in which the Facilities require immediate maintenance or repair in order to prevent danger or hazard to property or persons, Grantee shall follow the emergency protocols that Grantor may provide from time to time.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times to clear and to keep clear the immediate area at, near or around the Facilities and to trim any tree or shrub for the purpose of preventing danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 8 shall not apply to any harm, injury, death, or damage caused by the sole negligence or active willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 8 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the Facilities and the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

  
Grantee Initials



9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers, naming the Grantor as additional insured. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

10.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

10.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the City Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 10.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental

regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the City Property causes or threatens to cause a nuisance upon the City Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the City Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

10.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence, and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

10.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 10 and subsections hereunder shall be the sole responsibility of Grantee.

10.4. Survival of Obligations. This Section 10, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

11. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within thirty (30) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

13. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

///  
///  
///

*If to Grantor:*

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: Chief Executive Officer

with a copy to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: City Attorney

And via electronic mail to: CDG-Tenant-  
Notices@lawa.org or to such other address as  
Grantor may designate by written notice

*If to Grantee:*

Spectrum Pacific West, LLC  
7337 Central Ave.  
Riverside, CA 92504  
Attn: Area Vice President, Field Operations  
c/o Compliance Team

with a copy to:

Charter Communications  
12405 Powerscourt Dr.  
St. Louis, Missouri 63131  
Attn: Legal Operations, Operations

14. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

15. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

16. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of LAWA or City.

17. Not a Taking. Nothing in this Agreement shall be construed as Grantor's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

21. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

[SIGNATURES NEXT PAGE]

Executed this 9<sup>th</sup> day of February, 2023 at Los Angeles, California.

**GRANTOR:**

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: [Signature] Samantha Bricker / For

Justin Erbacci  
Chief Executive Officer  
Department of Airports

By: [Signature]  
Deputy/Assistant City Attorney  
for Nargis choudhry

Date: 2/7/2023

**ACKNOWLEDGMENT**

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

State of California  
County of Los Angeles

On February 9, 2023 before me, MARIA E. HAUBRICK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SAMANTHA J. BRICKER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

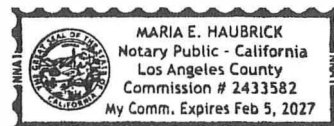
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



**GRANTEE:**

Spectrum Pacific West, LLC,  
a Delaware limited liability company

By: Charter Communications, Inc.  
Its: Manager

By: \_\_\_\_\_

Print Name: Dan Deutsch

Title: AVP, Field Operations - SoCal North



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Los Angeles }

On August 30, 2022 before me, Sheila Johnson, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared DAN DEUTSCH  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: GRANT OF EASEMENT

Document Date: 8.30.22 Number of Pages: 12

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), 2010.00 EPOCH, ZONE 5. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

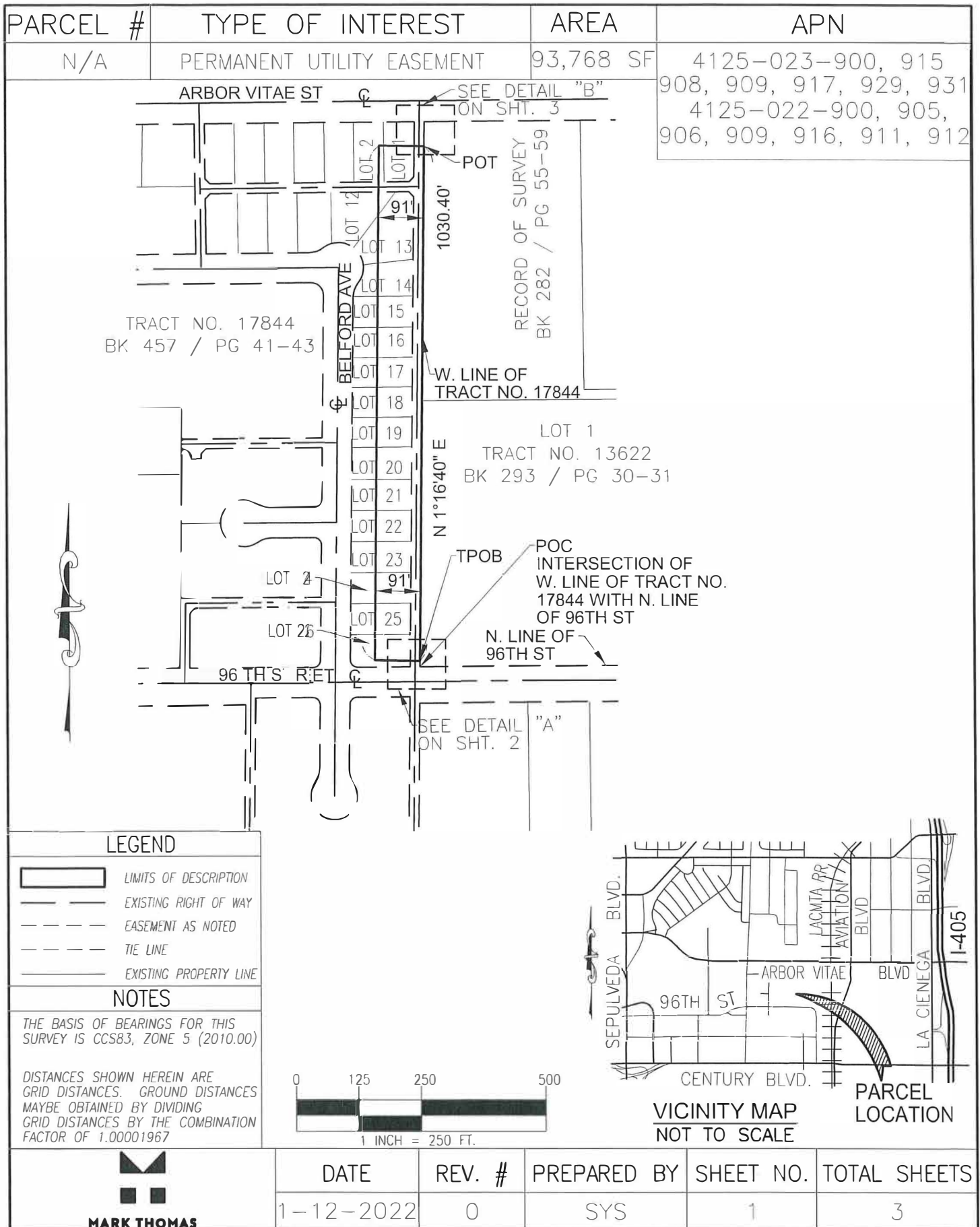
*Byron J. Cazar*

BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

01/12/2022  
DATE



# EXHIBIT A2



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912

MATCHLINE - SEE SHT. 3

91'

LOT 25  
MB 457 / PGS 41-43

TRACT NO. 17844  
BK 457 / PG 41-43

10'

10'

ALLEY

1030.40'

N 1°16'40" E

LOT 1  
TRACT NO. 13622  
BK 293 / PG 30-31

TPOB

N 1°16'40" E  
11.85'

N. LINE OF 96TH ST

POC  
INTERSECTION OF  
W. LINE OF TRACT NO. 17844  
W/ N. LINE OF 96TH ST

30'

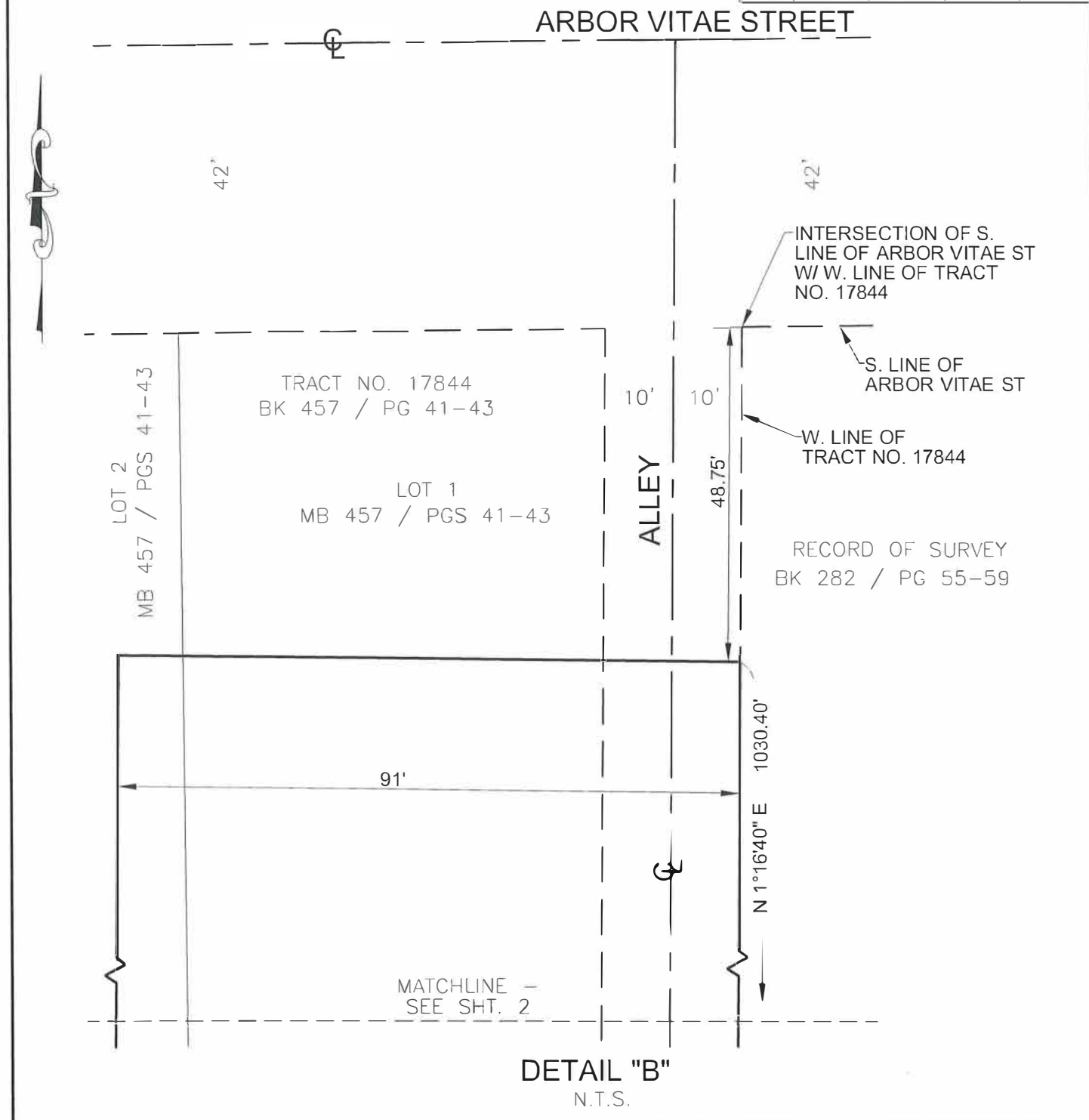
96TH STREET

DETAIL "A"  
N.T.S.

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	1-12-2022	0	SYS	2	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	1-12-2022	0	SYS	3	3



**Exhibit 7**

This page is part of your document - DO NOT DISCARD



**20230069042**



Pages:  
0019

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/02/23 AT 10:54AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	148.00



LEADSHEET



202302020610005

00023167105



013899966

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

**Recording Requested by and when  
recorded mail to:**

Southern California Gas Company  
8101 Rosemead Blvd., ML SC722K  
Pico Rivera, California 90660-5100  
Attn.: Land & Right of Way



**Leak  
Survey**

**Area:** ING 81  
**APN:** 4124-029-040

DOCUMENTARY TRANSFER TAX \$ 0 CONVEYANCE OF  
EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION &  
VALUE IS LESS THAN \$100. R&T 11911.

☐ Computed on full value of property conveyed  
☐ Computed on full value less liens and  
encumbrances remaining at time of sale

DISTRIBUTION R.W. 270565

Delta Finance Southern California Gas Company

**AGREEMENT AND GRANT OF UTILITY EASEMENT  
[SoCal Gas]**

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest and Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest (collectively, "Grantor" or "Owner") and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee" or "Gas Company") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally known as 5928 W. 96th Street, in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county, also identified as the Assessor's Parcel No. 4124-029-040 (the "Owner's Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), the Department of Airports of the City of Los Angeles, a municipal corporation, commonly known as Los Angeles World Airports ("City") identified certain natural gas pipelines and related facilities, including the equipment and appurtenances related thereto, which are owned and operated by Grantee (collectively, the "Facilities"), which are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on, at, or about 96th Street east of Vicksburg Avenue and west of 96th Place;



WHEREAS, City and Grantee entered into that certain Reservation of Rights Agreement executed on or about October 25, 2018, which contemplates that, among other things, if the Facilities need to be relocated outside any public streets, City will provide Grantee with the requisite easements or property rights for the new location;

WHEREAS, also in connection with the LAMP Project, City seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"), and the Tract Map as contemplated would cause the Facilities to be located outside the public streets; and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the Owner's Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map No. 74322 to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the

Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance and comply with underground service alert notification requirements set forth in Government Code Sections 4216, et seq.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, and to maintain and improve the Easement Area, provided that Grantee's nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) To the extent applicable, Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations).

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities and such other improvements, fixtures, and equipment necessary for the use, maintenance, and operation of the Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. General Conditions on Easement.

4.1. Liens Prohibited. Grantee shall not cause the Easement Area or the Owner's Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or the Owner's Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other

remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) business days of written demand therefor.

4.2. Removal or Abandonment of the Facilities. In the event the use of any Facilities is discontinued, notwithstanding anything to the contrary herein or any other agreement between the parties, Grantor, in its sole and absolute discretion, may require Grantee to excavate and remove, or alternatively, abandon in place and cut and cap any Facilities and the equipment and appurtenances related thereto. Moreover, Grantee shall promptly notify the Board (as defined below) of any material discontinuance and remove from the Easement Area all Facilities involved, other than such Facilities that Grantor and the Board may permit to be abandoned. (As used herein, the term "Board" shall mean the Board of Public Works or its designee, or where context indicates appropriate, another governmental agency or department of the City or of the County of Los Angeles or State of California, to the extent it may have jurisdiction over the Easement Area.) If the Board authorizes certain Facilities to be abandoned in place, such abandonment shall be completed in accordance with the requirements of the Board. Moreover, upon abandonment of any Facilities and upon request by the Board, Grantee shall submit to the City of Los Angeles Department of Public Works (the "Department") an instrument, approved by the City Attorney, transferring to the City the ownership of such abandoned Facilities.

4.3. Relocation of the Facilities. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the Easement Area, or remove from the Easement Area any Facilities when required by the Board by reason of traffic conditions, public safety, street vacation, freeway construction, change or establishment of street grade, street maintenance requirements, or the construction of any public improvement or structure by the City or any governmental agency of the City, in each case acting in a governmental capacity, provided that with respect to the facilities within a California State freeway which was not a California State highway at the time the facilities were originally, the obligations of the Grantee shall be as provided by Applicable Law (as defined in Section 5 below) and by any agreements between the Grantee and the State of California as may be applicable, and further provided that with respect to work done for the benefit of any non-governmental entity, Grantee is not precluded from recovering the cost and expense of such work from such entity, unless provided otherwise by Applicable Law. Nothing herein, however, is intended to modify or limit the provisions of California Public Utilities Code §6297 (and as amended) or the judicial appellate decisions of the State of California interpreting California Public Utilities Code §6297 (and as amended).

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use of the Easement Area, and any activities under this Agreement fully comply with any applicable statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any

binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

5.1. Use and Maintenance in Conformance with Pipeline Laws. All Facilities authorized hereunder shall be used, maintained, and operated in accordance with the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, California Public Utilities Commission regulations for pipelines, and any other Applicable Law, to the extent applicable to the Facilities, as amended from time to time. As used herein, the "Pipeline Code" means the federal, state, and local laws (and the regulations and orders adopted thereunder) to the extent applicable to the Facilities including, but not limited to, CPUC General Order No. 112-F, entitled "Rules Governing Design, Construction, Testing, Operation and Maintenance of Gas Gathering, Transmission, and Distribution Piping Systems," the United States Code of Federal Regulations Title 49, Subchapter D, Parts 190 through 199 as amended from time to time, and, to the extent not preempted by the foregoing, the LAMC, as amended from time to time. "Pipeline Safety Act" means the Elder California Pipeline Safety Act of 1981 as set forth in Chapter 5.5 of the California Government Code, as amended from time to time.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the surrounding Easement Area in good order and repair. Without limiting the generality of the foregoing, Grantee shall promptly repair any leaks or breaks in the gas system in accordance with procedures approved by the Public Utilities Commission. If the Easement Area or any part thereof is damaged thereby or from any cause arising from the operation or existence of the Facilities, Grantee shall backfill, place surfacing, and otherwise repair the damaged portions thereof in accordance with the City Municipal Code and notify the Board. If any private property is damaged by leaks or breaks in the gas system or from any cause arising from the operation or existence of the Facilities, Grantee shall pay all damages or compensation to which the owners thereof are entitled and repair the Facilities to protect such damaged private property from further damage. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than seven (7) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or

time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. Upon completion of any digging, excavation, or grading any part of the Easement Area or the area of the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times, to reasonably trim or remove trees, brush or material to prevent danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Inspection and Records. At all reasonable times, Grantee shall permit any duly authorized representative of the Board or authorized officer, employee, or contractor of Grantor to examine all Facilities, together with any appurtenant property of Grantee situated in or outside the City, and to examine and transcribe any and all maps, and other Records (as defined below) kept or maintained by Grantee or under its control, which respect to the operations, affairs, transactions, or facilities of Grantee, with respect thereto. If any such maps, or other Records are not kept in the City, or upon reasonable request made available in the City, and if the Board determines that an examination of these is necessary or appropriate to the performance of any of its duties, then all travel and maintenance expense necessarily incurred in making the examination shall be paid by Grantee.

Grantee shall prepare and furnish to the Board, at all times and in the form prescribed by the Board, data and reports, with respect to its operations, affairs, transactions, or finances of the Facilities, as may be reasonably necessary or appropriate to the performance of any of the duties of the Board or the Department in connection with this Agreement. As used herein, "Records" means Grantee's records, regardless of form, including physical, digital, and electronically stored information, including, but not limited to, records of income, expenditures, finance, charts, diagrams, ledgers, pictures, drawings, as well as Geographic Information System (GIS) locational data, photographs, and notes, which relate to the placement, location, operation, and maintenance of the Facilities, which are both for the purpose of, and necessary to, verify Grantee's compliance with the terms in this Agreement.

9. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 9 shall not apply to any harm, injury, death, or

damage to the extent caused by the sole or active negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for the actual legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. The term "Grantee" as used in clauses (a) and (b) of this Section 9 shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 9 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

S. R.  
Grantee Initials

10. Insurance. Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers, naming the Grantor (or its successor or assignee) as an additional insured. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 10.

11. Environmental Matters.

11.1. Grantee's Clean-up Obligations.

11.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the Owner's Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein,



Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

11.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the Owner's Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 11.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:



(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the Owner's Property causes or threatens to cause a nuisance upon the Owner's Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Owner's Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

11.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence, and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

11.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 11 and subsections hereunder shall be the sole responsibility of Grantee.

11.4. Survival of Obligations. This Section 11, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous

Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

12. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

13. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within ten (10) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

14. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

*If to Grantor:*

JMM, LLC  
Bird Management Co., LLC  
150 S. Doheny Drive  
Beverly Hills, California 90211

with a copy to:

Allen Matkins Leck Gamble Mallory &  
Natsis LLP  
2010 Main Street, 8<sup>th</sup> Floor  
Irvine, California 92614-7214  
Attn: K. Erik Friess, Esq.

*If to Grantee:*

Southern California Gas Company  
Attn: Land & Right of Way  
8100 Rosemead Boulevard, SC722K  
Pico Rivera, California 90660

with a copy to:

Southern California Gas Company  
555 W. Fifth Street, 14<sup>th</sup> Floor  
Los Angeles, California 90013  
Attn: Commercial Law Department

15. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

16. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

17. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of Grantor.

18. Not a Taking. Nothing in this Agreement shall be construed as City's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

19. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

20. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

21. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

22. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

Executed this 14 day of Nov, 2022 at Los Angeles, California.

**GRANTOR:**

JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest

By: 

Name: Jeff Mirkin

Title: managing member

Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest

By: 

Name: Robert Bird

Title: Member

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Los Angeles

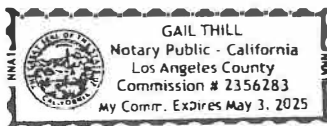
On Nov. 14, 2022 before me, Gail Thill, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Jeff Mirkin and Robert Bird  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Gail Thill  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement & Grant of Utility Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**GRANTEE:**

SOUTHERN CALIFORNIA GAS COMPANY,  
a California corporation

By: Seth A. Rosenberg  
Print Name: Seth A. Rosenberg  
Title: Land & Right of Way Team Lead

## ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

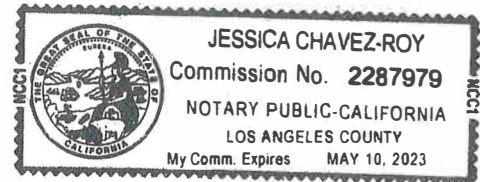
On 9/28, 2022 before me, Jessica Chavez-Roy, a Notary Public, personally appeared Seth A Rosenberg, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature: J.C. Roy  
Commission #: 2287979  
Commission Expiration: May 10, 2023



**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF TRACT NUMBER 13711, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 276 OF MAPS, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION IS ALSO LYING ENTIRELY WITHIN THE SOUTH HALF OF 96TH STREET AS SHOWN ON SAID TRACT NUMBER 13711, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

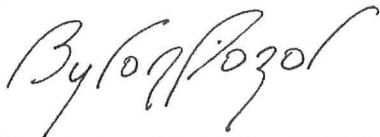
**BEGINNING (POB)** AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE AND NORTHWESTERLY LINE OF THAT PORTION OF 96TH STREET AS VACATED BY THE CITY OF LOS ANGELES PER RESOLUTION TO VACATE NUMBER 88-01574 AS DESCRIBED IN INSTRUMENT NUMBER 92-2102193, RECORDED NOVEMBER 12, 1992 AS SHOWN ON THE RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 263.38 FEET TO THE INTERSECTION OF SAID WESTERLY PROLONGATION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 175 AS SHOWN ON SAID TRACT NUMBER 13711, SAID POINT BEING THE **POINT OF TERMINATION (POT)**.

CONTAINING 0.133 ACRES OR 5,776 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

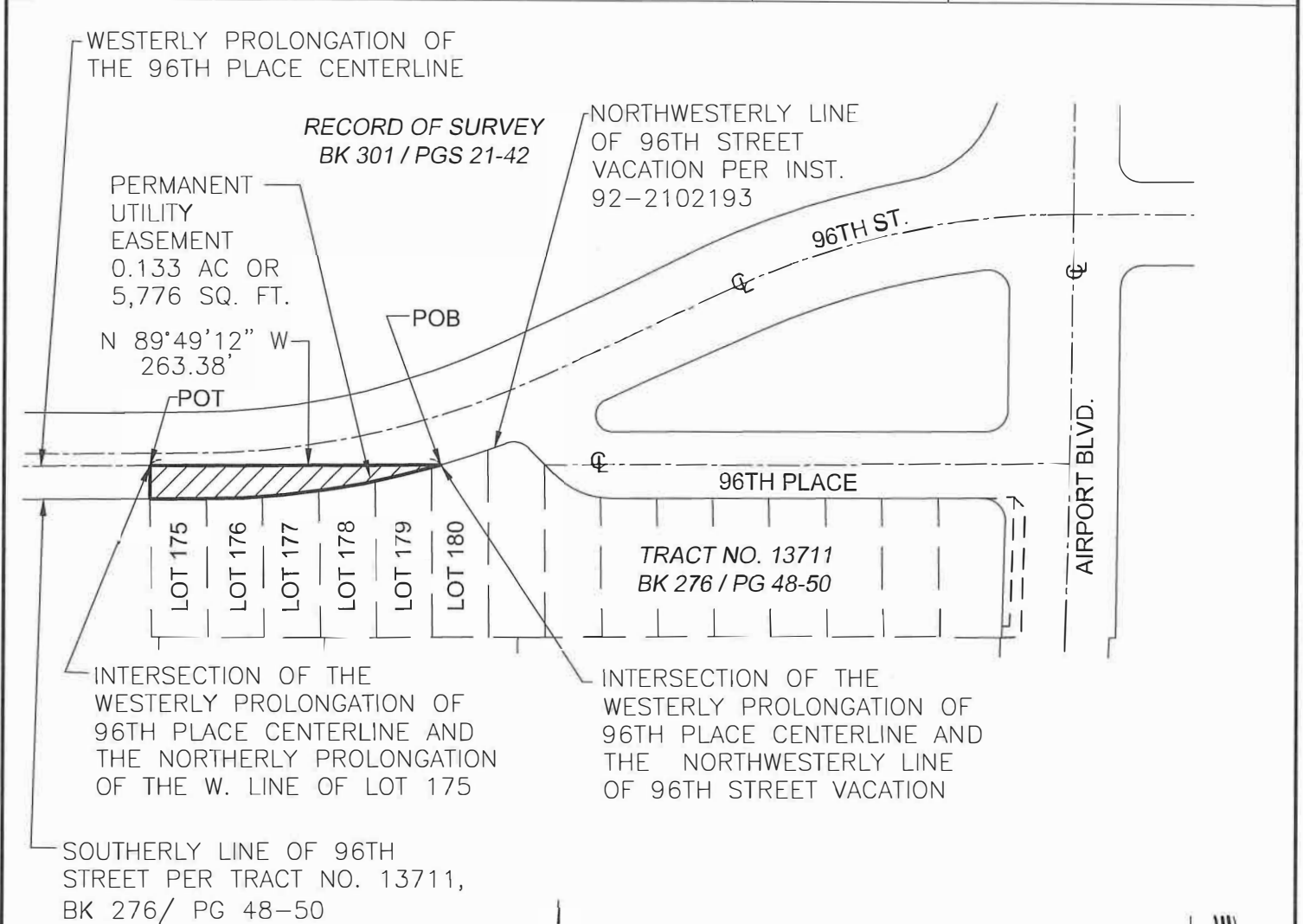
02/10/2022  
DATE





# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	5,776 SF	N/A

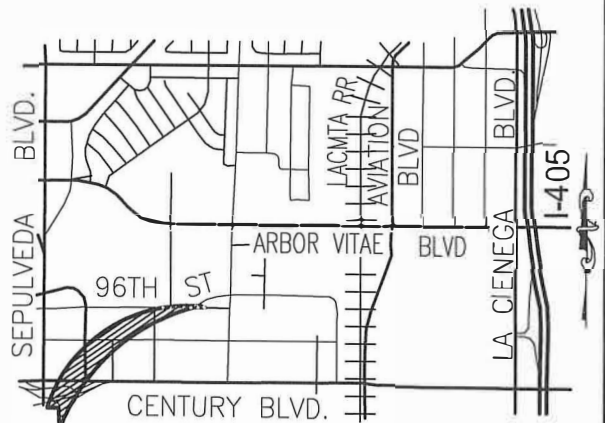
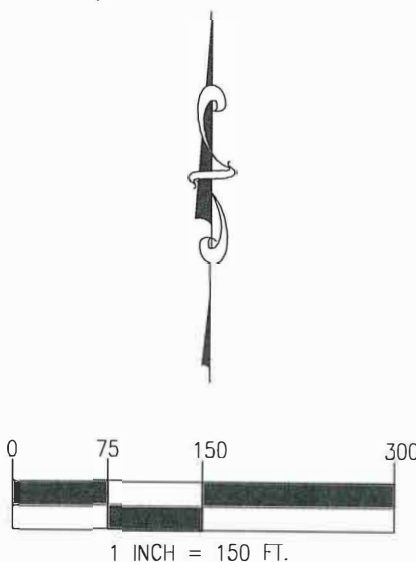


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EXISTING CENTERLINE
	EXISTING PROPERTY LINE

**NOTES**

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



PARCEL LOCATION VICINITY MAP  
NOT TO SCALE

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	2-10-2022	1	SS	1	1

**Exhibit 8**

This page is part of your document - DO NOT DISCARD



**20230084961**



Pages:  
0012

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/09/23 AT 11:08AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202302090620004

00023184390



013911246

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED



**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. &  
TAX CODE §11921 - value less than \$100

**EASEMENT DEED FOR INGRESS AND EGRESS**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City of Los Angeles, a municipal corporation, acting by and through its Board of Airport Commissioners, ("Grantor") hereby GRANT(S) to LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantee") the following nonexclusive easement:

A non-exclusive easement for ingress and egress and incidental purposes over that certain real property ("Servient Tenement") in the City of Los Angeles, County of Los Angeles, State of California, legally described and depicted in Exhibit "A1" and Exhibit "A2" attached hereto and incorporated herein by this reference, subject to the terms set forth herein. The foregoing grant of said easement does not include any right of access, entry, ingress, egress or other rights whatsoever with respect to any portion Grantor's property of which the Servient Tenement may be a part that is not within the area described in said Exhibit "A1."

Said non-exclusive easement is appurtenant to and for the benefit of the following described property ("Dominant Tenement") in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit "B" attached hereto and incorporated herein by this reference.

Said nonexclusive easement is subject to the following reservations and conditions:

- (a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in Tentative Tract Map No. 74322 to be recorded contemporaneously herewith.
- (b) No oil, gas, mineral, water, or other subsurface rights are being conveyed.

- (c) No right to fence or obstruct the subject easement area.
- (d) Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's nonexclusive use of said easement.
- (e) Grantor reserves the right to grant additional easements over, across, along, and under the subject easement area to other persons or entities, including but not limited to utilities or to the public, and to maintain and improve the easement area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee's nonexclusive ingress/egress easement being granted hereunder.
- (f) Grantor reserves the right of air passage with inherent noise, odors, and vibration.
- (g) There shall be no obstruction of, or interference with, air navigation or communication facilities.
- (h) The parties shall cooperate in the event of future relocations of the subject easement area in connection with airport development related purposes.
- (i) Grantee shall comply with Grantor's airport rules and regulations, and with all laws and regulations as may be applicable.
- (j) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers, and name the City of Los Angeles and Los Angeles World Airports as additional insureds, or be adequately self-insured.

Said appurtenant non-exclusive easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the above-named Grantor and Grantee(s), and the County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the grantor/grantee index under the names of the respective parties.

Except to the extent caused by the sole negligence or active willful misconduct of Grantor, Grantee and its successors and assigns shall defend, indemnify and hold harmless Grantor, the City of Los Angeles, the Board of Airport Commissioners, and the City's officers, agents, servants, and employees, from and against all claims, liens, losses, demands, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related to (i) the acts or omissions of Grantee, its contractors, subcontractors, tenants, subtenants, invitees, and affiliates, and the respective officers, agents, and employees of the foregoing and their affiliates, associated with the exercise (or failure to exercise) the rights granted hereunder (including but not limited to injury to or death of persons, or damage to or destruction of property including but not limited to property of Grantee, sustained in, on, or about the easement area) or (ii) Grantee's breach of any term or condition in this Deed of Easement.

The foregoing grant of said easement is given in consideration for Grantee's execution and delivery of (1) that certain Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form") concerning the merger and abandonment of the public alley

easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies westerly of and adjoins the Dominant Tenement, which merger and abandonment has been instituted by the City of Los Angeles under Tentative Tract Map No. 74322 ("Tract Map"); and (2) that certain Grant of Permanent Easement for Landscape and Irrigation Purposes ("Landscape Easement Deed") regarding the grant of an easement by Grantee in favor of Grantor for landscape and irrigation purposes over a portion of the Dominant Tenement; and delivery of (3) the Lender Consent and Subordination, executed by Lender ("Lender Consent").

This Easement Deed for Ingress and Egress is being recorded concurrently with the Landscape Easement Deed and the Lender Consent, with each of the foregoing to be recorded on or before, and to be effective upon, recordation of the above-referenced Tract Map.

APPROVED AS TO FORM:  
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES

Date: 10/24/2022  
By: Brian C. Ellen  
Deputy Assistant City Attorney  
for Nargis Choudhry

By: [Signature]  
Justin Erbacci, Chief Executive Officer  
Department of Airports

## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 10-26-2022 before me, Maria E. Haubrick, Notary Public  
(insert name and title of the officer)

personally appeared Justin Paul Erbacci  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Maria E. Haubrick

(Seal)





**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PRIVATE STREET EASEMENT**

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), 2010.00 EPOCH, ZONE 5. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-22

7/2/21

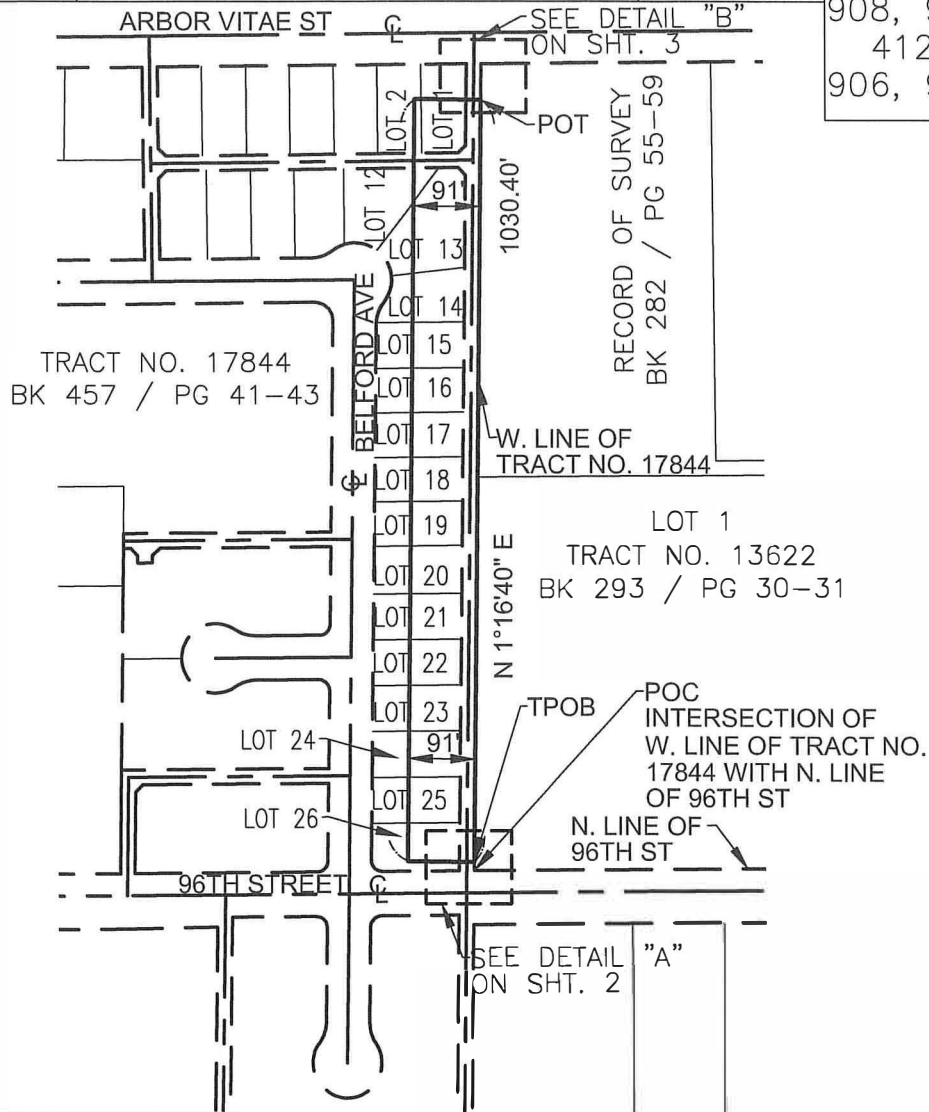
DATE





# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



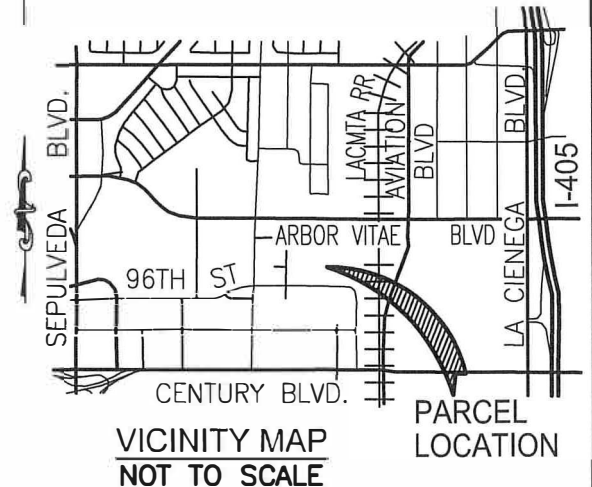
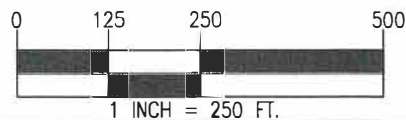
## LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



DATE

REV. #

PREPARED BY

SHEET NO.

TOTAL SHEETS

7-2-2021

0

SYS

1

3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912

MATCHLINE - SEE SHT. 3

91'

LOT 25  
MB 457 / PGS 41-43

TRACT NO. 17844  
BK 457 / PG 41-43

10' 10'

ALLEY

1030.40'

N 1°16'40" E

TPOB

N 1°16'40" E  
11.85'

N. LINE OF  
96TH ST

POC  
INTERSECTION OF  
W. LINE OF TRACT NO. 17844  
W/ N. LINE OF 96TH ST

30' 30'

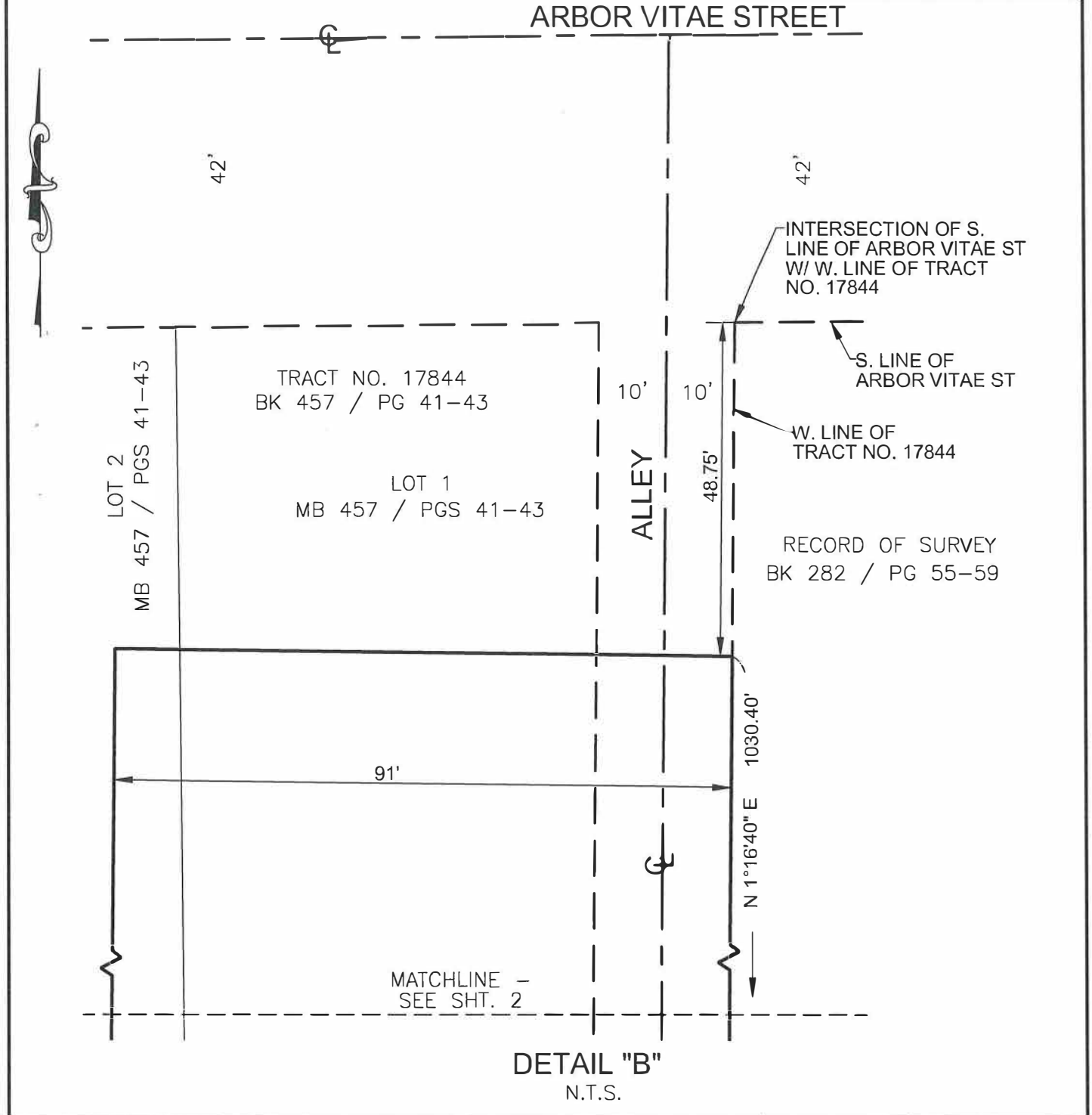
96TH STREET

DETAIL "A"  
N.T.S.

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	2	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	3	3

## **EXHIBIT B**

### **LEGAL DESCRIPTION [DOMINANT TENEMENT]**

#### **PARCEL 1:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN BOOK 24607, PAGE 381, OF OFFICIAL RECORDS.

#### **PARCEL 2:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN BOOK 450 PAGES 15 AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457 PAGES 41, 42 AND 43 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 96 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS.

APN: **4125-021-030, 4125-020-014**

**Exhibit 9**

This page is part of your document - DO NOT DISCARD



**20230078218**



Pages:  
0023

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/07/23 AT 10:57AM

FEES: 0.00

TAXES: 0.00

OTHER: 0.00

PAID: 0.00



LEADSHEET



202302070620005

00023177128



013906739

SEQ:  
01

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

RECORDING REQUESTED BY:

Jeffrey Gilbo

WHEN RECORDED MAIL TO:

NAME

Even Huey / Los Angeles World Airports

MAILING ADDRESS

6053 W. Century Blvd. 4th floor

CITY, STATE and ZIP CODE

Los Angeles, CA 90045

02/07/2023



\*20230078218\*

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Agreement and Grant of Utility Easement So CAL Gas / LAWA



**Recording Requested by and when  
recorded mail to:**

Southern California Gas Company  
8101 Rosemead Blvd., ML SC722K  
Pico Rivera, California 90660-5100  
Attn.: Land & Right of Way

**Leak  
Survey**

**Area:** ING 81

**APN:** \_\_\_\_\_

**DOCUMENTARY TRANSFER TAX \$ 0** CONVEYANCE OF  
EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION &  
VALUE IS LESS THAN \$100. R&T 11911.

\_\_\_\_ Computed on full value of property conveyed  
\_\_\_\_ Computed on full value less liens and  
encumbrances remaining at time of sale

DISTRIBUTION R.W. 270565

Delia Jimenez Southern California Gas Company

**AGREEMENT AND GRANT OF UTILITY EASEMENT  
[SoCal Gas]**

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee" or "Gas Company") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally located on 96th Street between Airport Boulevard and Vicksburg Avenue City of Los Angeles, California, also identified as: Lots 158 through 174 inclusive in Tract No. 13711; Lots 85 through 98 inclusive in Tract No. 13403; and Lot 2 in Tract No. 42058, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain natural gas pipelines and related facilities, including the equipment and appurtenances related thereto, which are owned and operated by Grantee (collectively, the "Facilities"), which are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on, at, or about 96th Street east of Vicksburg Avenue and west of 96th Place;

WHEREAS, Grantor and Grantee entered into that certain Reservation of Rights Agreement executed on or about October 25, 2018, which contemplates that, among other things,

if the Facilities need to be relocated outside any public streets, Grantor will provide Grantee with the requisite easements or property rights for the new location;

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"), and the Tract Map as contemplated would cause the Facilities to be located outside the public streets; and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map No. 74322 to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not

unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance and comply with underground service alert notification requirements set forth in Government Code Sections 4216, et seq.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, and to maintain and improve the Easement Area, provided that Grantee's nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) To the extent applicable, Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations).

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities and such other improvements, fixtures, and equipment necessary for the use, maintenance, and operation of the Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. General Conditions on Easement.

4.1. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall

deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) business days of written demand therefor.

4.2. Removal or Abandonment of the Facilities. In the event the use of any Facilities is discontinued, notwithstanding anything to the contrary herein or any other agreement between the parties, Grantor, in its sole and absolute discretion, may require Grantee to excavate and remove, or alternatively, abandon in place and cut and cap any Facilities and the equipment and appurtenances related thereto. Moreover, Grantee shall promptly notify the Board (as defined below) of any material discontinuance and remove from the Easement Area all Facilities involved, other than such Facilities that Grantor and the Board may permit to be abandoned. (As used herein, the term "Board" shall mean the Board of Public Works or its designee, or where context indicates appropriate, another governmental agency or department of the City or of the County of Los Angeles or State of California, to the extent it may have jurisdiction over the Easement Area.) If the Board authorizes certain Facilities to be abandoned in place, such abandonment shall be completed in accordance with the requirements of the Board. Moreover, upon abandonment of any Facilities and upon request by the Board, Grantee shall submit to the City of Los Angeles Department of Public Works (the "Department") an instrument, approved by the City Attorney, transferring to the City the ownership of such abandoned Facilities.

4.3. Relocation of the Facilities. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the Easement Area, or remove from the Easement Area any Facilities when required by the Board by reason of traffic conditions, public safety, street vacation, freeway construction, change or establishment of street grade, street maintenance requirements, or the construction of any public improvement or structure by the City or any governmental agency of the City, in each case acting in a governmental capacity, provided that with respect to the facilities within a California State freeway which was not a California State highway at the time the facilities were originally, the obligations of the Grantee shall be as provided by Applicable Law (as defined in Section 5 below) and by any agreements between the Grantee and the State of California as may be applicable, and further provided that with respect to work done for the benefit of any non-governmental entity, Grantee is not precluded from recovering the cost and expense of such work from such entity, unless provided otherwise by Applicable Law. Nothing herein, however, is intended to modify or limit the provisions of California Public Utilities Code §6297 (and as amended) or the judicial appellate decisions of the State of California interpreting California Public Utilities Code §6297 (and as amended).

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use of the Easement Area, and any activities under this Agreement fully comply with any applicable statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions

and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

5.1. Use and Maintenance in Conformance with Pipeline Laws. All Facilities authorized hereunder shall be used, maintained, and operated in accordance with the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, California Public Utilities Commission regulations for pipelines, and any other Applicable Law, to the extent applicable to the Facilities, as amended from time to time. As used herein, the "Pipeline Code" means the federal, state, and local laws (and the regulations and orders adopted thereunder) to the extent applicable to the Facilities including, but not limited to, CPUC General Order No. 112-F, entitled "Rules Governing Design, Construction, Testing, Operation and Maintenance of Gas Gathering, Transmission, and Distribution Piping Systems," the United States Code of Federal Regulations Title 49, Subchapter D, Parts 190 through 199 as amended from time to time, and, to the extent not preempted by the foregoing, the LAMC, as amended from time to time. "Pipeline Safety Act" means the Elder California Pipeline Safety Act of 1981 as set forth in Chapter 5.5 of the California Government Code, as amended from time to time.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the surrounding Easement Area in good order and repair. Without limiting the generality of the foregoing, Grantee shall promptly repair any leaks or breaks in the gas system in accordance with procedures approved by the Public Utilities Commission. If the Easement Area or any part thereof is damaged thereby or from any cause arising from the operation or existence of the Facilities, Grantee shall backfill, place surfacing, and otherwise repair the damaged portions thereof in accordance with the City Municipal Code and notify the Board. If any private property is damaged by leaks or breaks in the gas system or from any cause arising from the operation or existence of the Facilities, Grantee shall pay all damages or compensation to which the owners thereof are entitled and repair the Facilities to protect such damaged private property from further damage. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than seven (7) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. Upon completion of any digging,

excavation, or grading any part of the Easement Area or the area of the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times, to reasonably trim or remove trees, brush or material to prevent danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Inspection and Records. At all reasonable times, Grantee shall permit any duly authorized representative of the Board or authorized officer, employee, or contractor of the City to examine all Facilities, together with any appurtenant property of Grantee situated in or outside the City, and to examine and transcribe any and all maps, and other Records (as defined below) kept or maintained by Grantee or under its control, which respect to the operations, affairs, transactions, or facilities of Grantee, with respect thereto. If any such maps, or other Records are not kept in the City, or upon reasonable request made available in the City, and if the Board determines that an examination of these is necessary or appropriate to the performance of any of its duties, then all travel and maintenance expense necessarily incurred in making the examination shall be paid by Grantee.

Grantee shall prepare and furnish to the Board, at all times and in the form prescribed by the Board, data and reports, with respect to its operations, affairs, transactions, or finances of the Facilities, as may be reasonably necessary or appropriate to the performance of any of the duties of the Board or the Department in connection with this Agreement. As used herein, "Records" means Grantee's records, regardless of form, including physical, digital, and electronically stored information, including, but not limited to, records of income, expenditures, finance, charts, diagrams, ledgers, pictures, drawings, as well as Geographic Information System (GIS) locational data, photographs, and notes, which relate to the placement, location, operation, and maintenance of the Facilities, which are both for the purpose of, and necessary to, verify Grantee's compliance with the terms in this Agreement.

9. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 9 shall not apply to any harm, injury, death, or damage to the extent caused by the sole or active negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel



reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for the actual legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. The term "Grantee" as used in clauses (a) and (b) of this Section 9 shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 9 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

  
Grantee Initials

10. Insurance. Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers, naming the Grantor and LAWA as additional insureds. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 10.

11. Environmental Matters.

11.1. Grantee's Clean-up Obligations.

11.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at



Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

11.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the City Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 11.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the City Property causes or threatens to cause a nuisance upon the City Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the City Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

11.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence, and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

11.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 11 and subsections hereunder shall be the sole responsibility of Grantee.

11.4. Survival of Obligations. This Section 11, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory

agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

12. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

13. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within ten (10) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

14. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

*If to Grantor:*

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: Chief Executive Officer

with a copy to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: City Attorney

And via electronic mail to: CDG-Tenant-  
Notices@lawa.org or to such other address as  
Grantor may designate by written notice

*If to Grantee:*

Southern California Gas Company  
Attn: Land & Right of Way  
8100 Rosemead Boulevard, SC722K  
Pico Rivera, California 90660

with a copy to:

Southern California Gas Company  
555 W. Fifth Street, 14<sup>th</sup> Floor  
Los Angeles, California 90013  
Attn: Commercial Law Department

15. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee,

their respective successors and assigns.

16. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

17. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of LAWA or City.

18. Not a Taking. Nothing in this Agreement shall be construed as Grantor's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

19. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

20. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

21. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

22. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

[SIGNATURES NEXT PAGE]

Executed this 11<sup>th</sup> day of January, 2023 at Los Angeles, California.

**GRANTOR:**

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: Brian C. Soto  
Deputy/Assistant City Attorney

By: Samantha Bricker Samantha Bricker / For  
Justin Erbacci  
Chief Executive Officer  
Department of Airports

Date: Jan 11, 2023

**ACKNOWLEDGMENT**

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

State of California  
County of Los Angeles

On January 11, 2023 before me, MARIA E. HAUBRICK NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SAMANTHA J. BRICKER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Maria E. Haubrick (Seal)



**GRANTEE:**

SOUTHERN CALIFORNIA GAS COMPANY,  
a California corporation

By: Seth A. Rosenberg  
Print Name: Seth A. Rosenberg  
Title: Land & Right of Way Supervisor

## ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

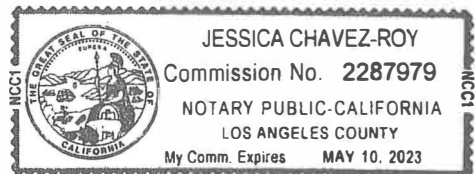
On June 20<sup>th</sup>, 2022 before me, Jessica Chavez-Roy, a Notary Public, personally appeared Seth A Rosenberg, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature: J. C. Roy  
Commission#: 2287979  
Commission Expiration: May 10, 2023





**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING (POB)** AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

**THENCE** ALONG SAID 96TH STREET CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 787.41 FEET;

**THENCE** DEPARTING SAID 96TH STREET CENTERLINE SOUTH 0°10'48" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

**THENCE** CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89°49'12" EAST, A DISTANCE OF 957.24 FEET;

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH 0°10'48" EAST, A DISTANCE OF 30.00 FEET;

**THENCE** SOUTH 89°49'12" EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH 15°45'47" EAST;

**THENCE** EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF 20°28'35";

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH 66°42'37" EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH 24°29'32" WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

**THENCE** ALONG SAID 96TH STREET CENTERLINE SOUTH 65°30'28" WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

**THENCE** CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF 24°40'20";

**THENCE** CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;


**THENCE** ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH 0°11'01" WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), 2010.00 EPOCH, ZONE 5. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



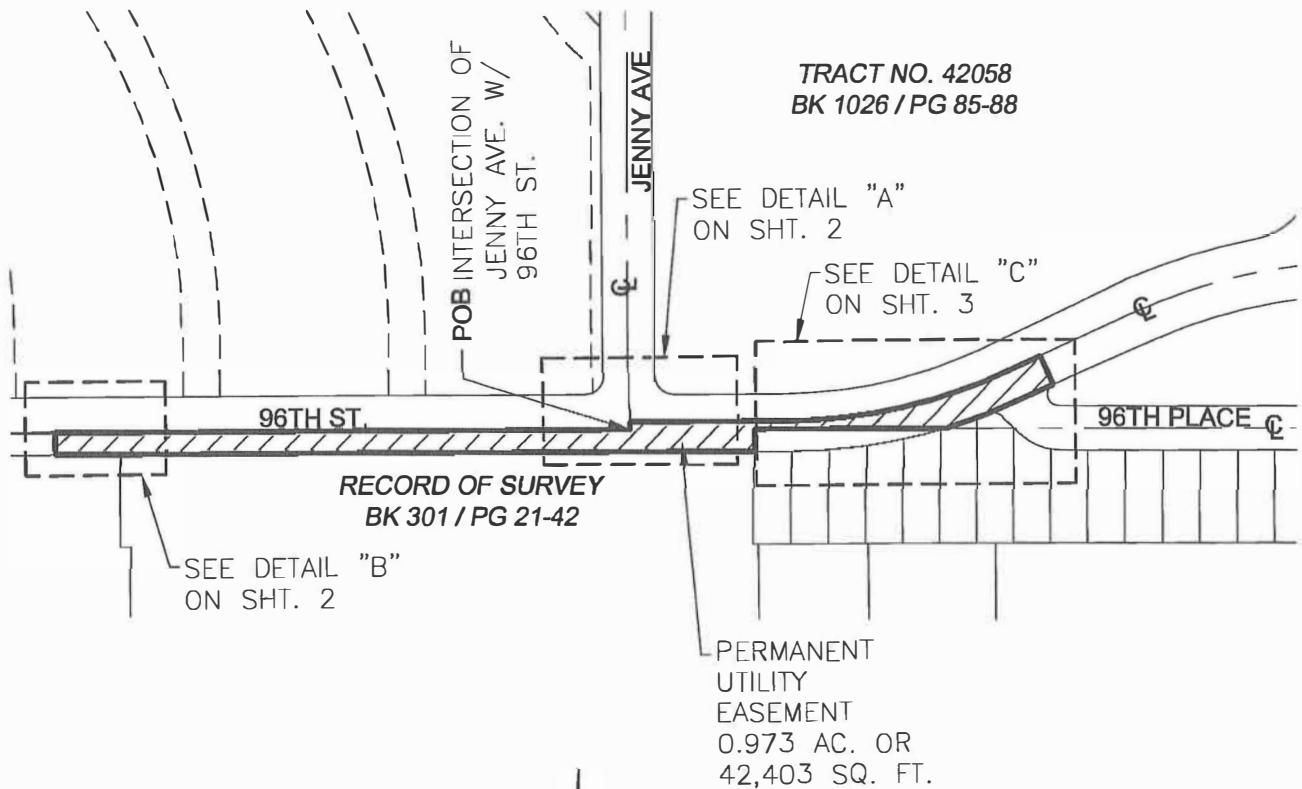
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

01/20/2022  
DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



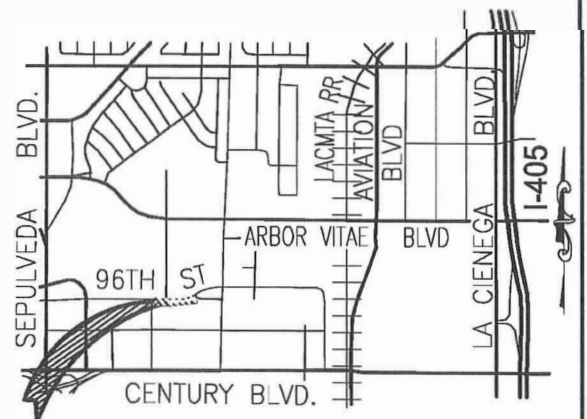
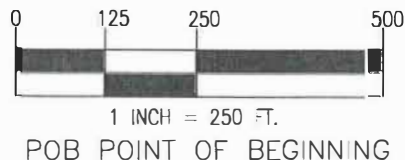
## LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	EXISTING CENTERLINE

## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



PARCEL  
LOCATION

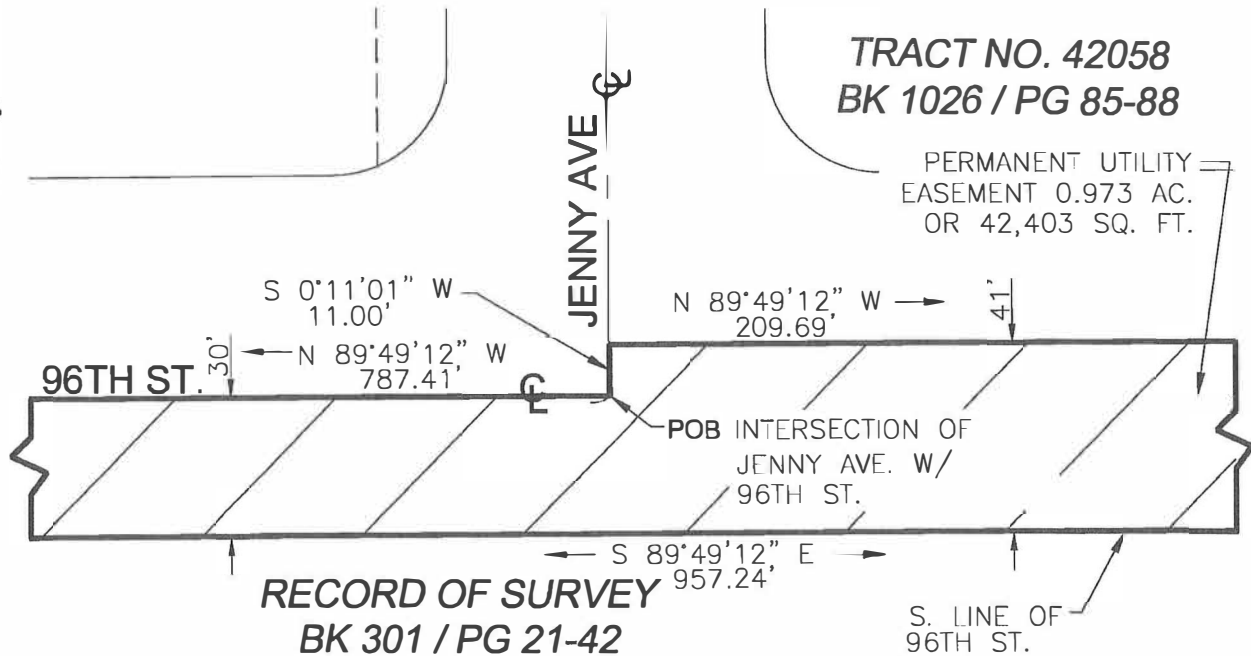
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NOT TO SCALE



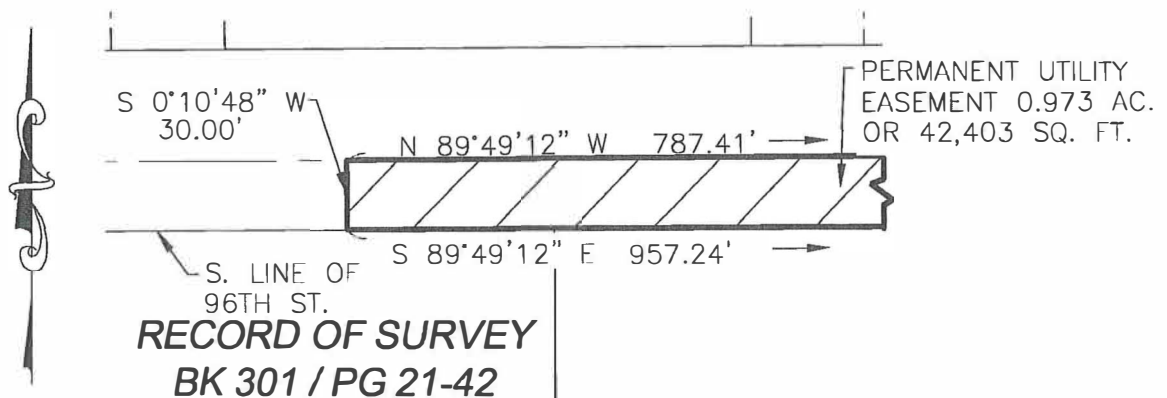
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



**DETAIL "A"**  
N.T.S.



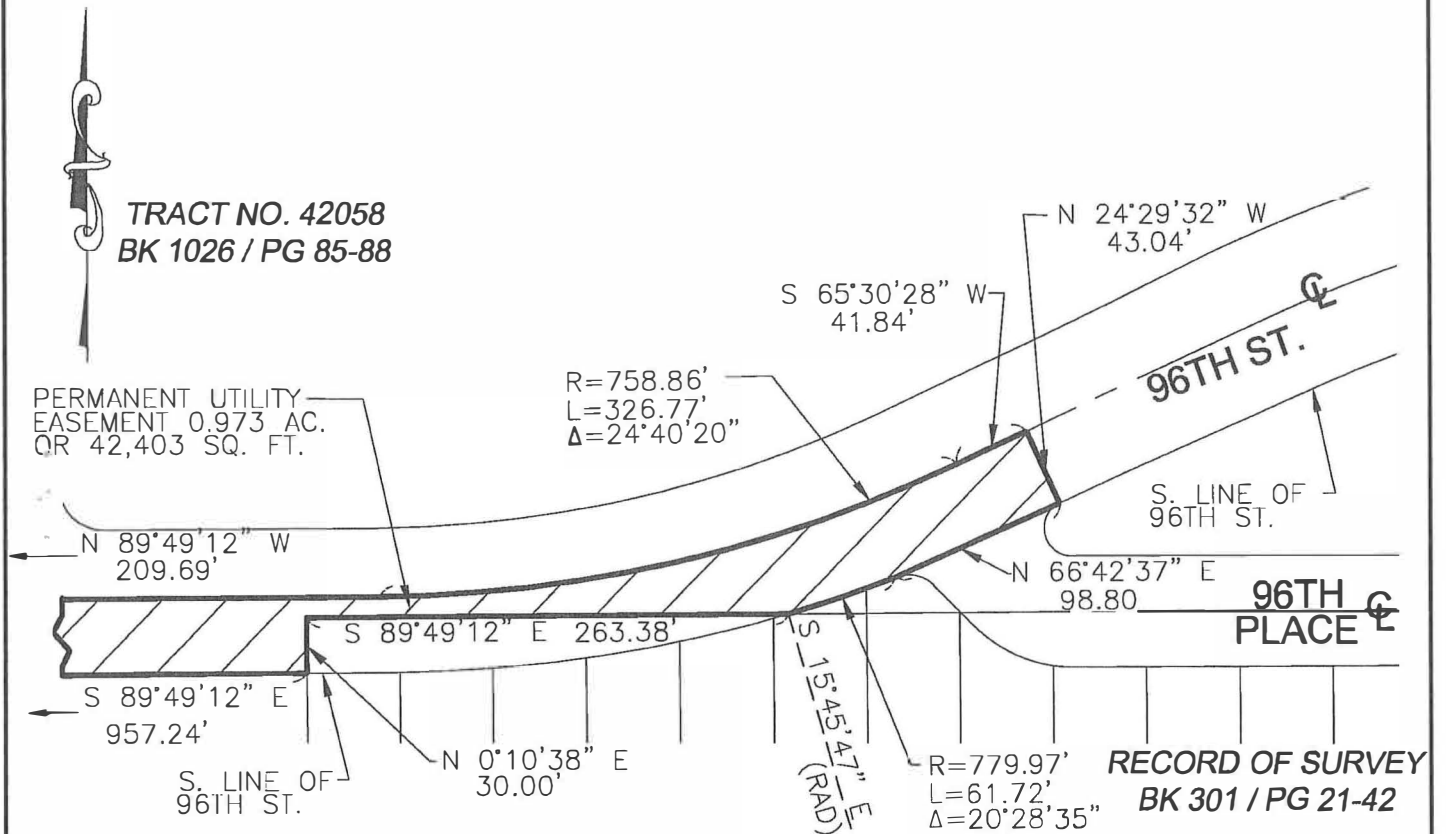
**DETAIL "B"**  
N.T.S.



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "C"  
N.T.S.

 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

Exhibit 10

This page is part of your document - DO NOT DISCARD



20230069079



Pages:  
0018

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/02/23 AT 11:03AM

FEES:	70.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	145.00



LEADSHEET



202302020610006

00023167129



013899978

SEQ:  
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested by and when  
recorded mail to:

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317



Conveyance of Easement value less than \$100

Crown Castle

By

John B. Meyer

DOCUMENTARY TRANSFER TAX \$ 0

\_\_\_ Computed on full value of property conveyed

\_\_\_ Computed on full value less liens and  
encumbrances remaining at time of sale

**AGREEMENT AND GRANT OF UTILITY EASEMENT**  
**[Crown Castle Fiber LLC]**

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest and Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest (collectively, "Grantor" or "Owner") and CROWN CASTLE FIBER LLC, a New York limited liability company ("Grantee" or "Crown Castle") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally known as 5928 W. 96th Street, in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county, also identified as the Assessor's Parcel No. 4124-029-040 (the "Owner's Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), the Department of Airports of the City of Los Angeles, a municipal corporation, commonly known as Los Angeles World Airports ("City") identified certain telecommunication facilities generally consisting of underground duct banks containing cables and related facilities, equipment, and appurtenances, which are owned and operated by Grantee (collectively, the "Facilities"), and such Facilities are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on or about 96th Street between 96th Place and Vicksburg Avenue;

WHEREAS, also in connection with the LAMP Project, City seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"); and



WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the Owner's Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, provided that Grantee's use and enjoyment of the nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) The parties shall cooperate in the event of future relocations of the Easement Area in connection with airport development related purposes.

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations) as may be applicable.

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor (or its successor or assignee) as an additional insured, or be adequately self-insured.

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. Liens Prohibited. Grantee shall not cause the Easement Area or the Owner's Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or the Owner's Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following receipt of notice of such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor. Nothing herein shall prejudice Grantee's right to contest the validity of any such lien in good faith by

appropriate means.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the immediately surrounding area in good order and repair. Any repair, maintenance, or removal of the Facilities shall be done in a clean, good, and workmanlike manner. Without limiting the generality of the foregoing, upon completion of any digging, excavation, or grading any part of the Easement Area at or near the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than fourteen (14) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. In the event of an emergency in which the Facilities require immediate maintenance or repair in order to prevent danger or hazard to property or persons, Grantee shall follow the emergency protocols, if any, that Grantor may provide from time to time.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times to clear and to keep clear the immediate area at, near or around the Facilities and to trim any tree or shrub for the purpose of preventing danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 8 shall not apply to any harm, injury, death, or damage caused by the sole negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 8 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the Facility and the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

  
Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers,

naming the Grantor (or its successor or assignee) as an additional insured. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

10.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the Owner's Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

10.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the Owner's Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 10.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the Owner's Property causes or threatens to cause a nuisance upon the Owner's Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Owner's Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

10.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,



and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

10.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 10 and subsections hereunder shall be the sole responsibility of Grantee.

10.4. Survival of Obligations. This Section 10, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

11. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within ten (10) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

13. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

*If to Grantor:*

JMM, LLC  
Bird Management Co., LLC  
150 S. Doheny Drive  
Beverly Hills, California 90211

with a copy to:

Allen Matkins Leck Gamble Mallory &  
Natsis LLP  
2010 Main Street, 8<sup>th</sup> Floor  
Irvine, California 92614-7214  
Attn: K. Erik Friess, Esq.



*If to Grantee:*

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

with a copy to:

Crown Castle Fiber LLC  
Attn: Legal – Infrastructure  
1500 Corporate Drive  
Canonsburg, Pennsylvania 15317

14. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

15. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

16. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of Grantor.

17. Not a Taking. Nothing in this Agreement shall be construed as City's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

21. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

[SIGNATURES NEXT PAGE]

Executed this 14 day of Nov., 2022 at Los Angeles, California.

**GRANTOR:**

JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest

By: 

Name: Jeff Mirkin

Title: Managing Member

Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest

By: 

Name: Robert Bird

Title: Member

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Los Angeles }

On Nov. 14, 2012

Date

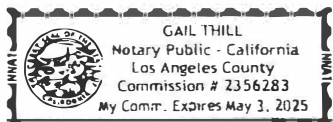
before me,

Gail Thill, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Jeff Mirkin and Robert Bird

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Gail Thill

Place Notary Seal and/or Stamp Above

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement & Grant of Utility Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

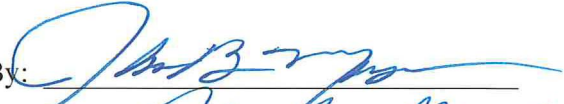
☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**GRANTEE:**

CROWN CASTLE FIBER LLC,  
a New York limited liability company

By:   
Print Name: John B. Meyer  
Title: Associate General Counsel

PENNSYLVANIA  
State of ~~California~~  
County of WASHINGTON

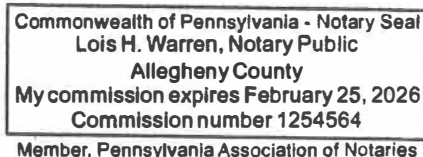
On OCTOBER 20, 2022, before me, LOIS H. WARREN NOTARY PUBLIC,  
(insert name and title of the officer)

personally appeared JOHN B. MEYER, ASSOCIATE GENERAL COUNSEL,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~  
authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>PENNSYLVANIA</sup> that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lois H. Warren



(Seal)

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF TRACT NUMBER 13711, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 276 OF MAPS, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION IS ALSO LYING ENTIRELY WITHIN THE SOUTH HALF OF 96TH STREET AS SHOWN ON SAID TRACT NUMBER 13711, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING (POB)** AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE AND NORTHWESTERLY LINE OF THAT PORTION OF 96TH STREET AS VACATED BY THE CITY OF LOS ANGELES PER RESOLUTION TO VACATE NUMBER 88-01574 AS DESCRIBED IN INSTRUMENT NUMBER 92-2102193, RECORDED NOVEMBER 12, 1992 AS SHOWN ON THE RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 263.38 FEET TO THE INTERSECTION OF SAID WESTERLY PROLONGATION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 175 AS SHOWN ON SAID TRACT NUMBER 13711, SAID POINT BEING THE **POINT OF TERMINATION (POT)**.

CONTAINING 0.133 ACRES OR 5,776 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



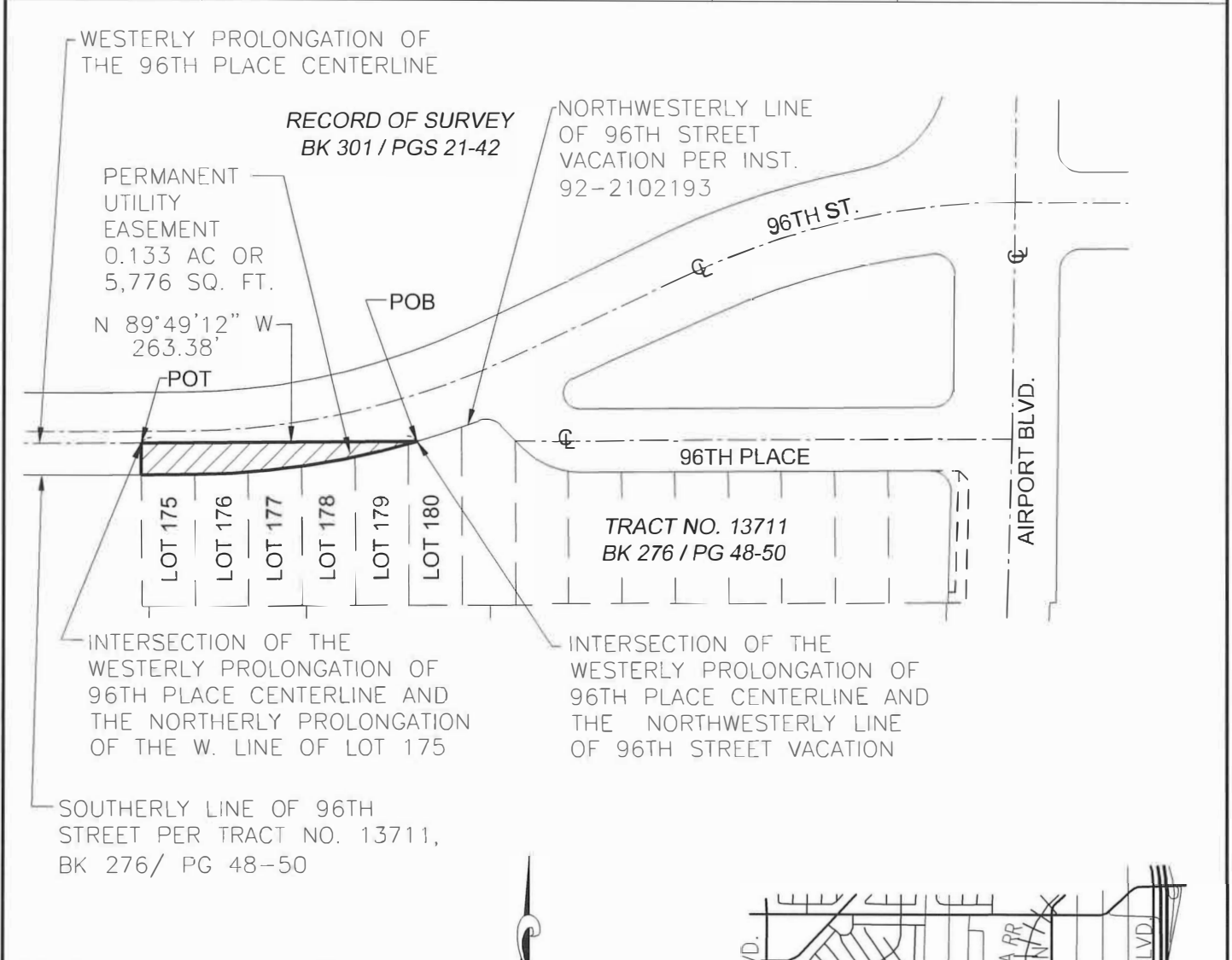
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

02/10/2022  
DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	5,776 SF	N/A



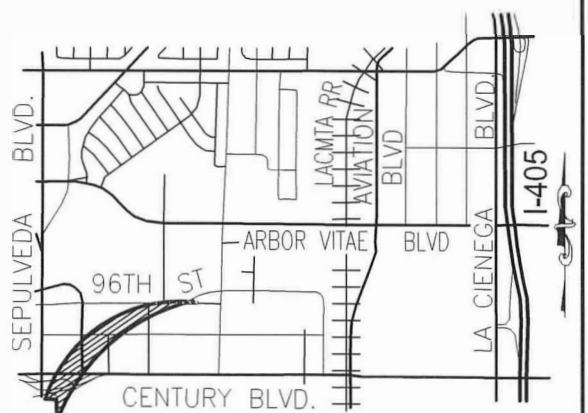
## LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EXISTING CENTERLINE
- EXISTING PROPERTY LINE

## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



PARCEL LOCATION

VICINITY MAP  
NOT TO SCALE



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
2-10-2022	1	SS	1	1



**Exhibit 11**

This page is part of your document - DO NOT DISCARD



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Pages:  
0019

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

02/16/23 AT 10:56AM

FEES:	73.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	148.00



LEADSHEET



202302160620003

00023203194



013923581

SEQ:  
01

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

Recording Requested by and when  
recorded mail to:

Pacific Bell Telephone Company  
R/W Office  
3939 E. Coronado, 2nd Flr  
Anaheim, CA 92807



Conveyance of Easement value less than \$100

DOCUMENTARY TRANSFER TAX \$ 0

Pacific Bell Telephone Company

By: Darin Bass

Darin Bass

☐ Computed on full value of property conveyed  
☐ Computed on full value less liens and  
encumbrances remaining at time of sale

### AGREEMENT AND GRANT OF UTILITY EASEMENT [AT&T]

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest and Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest (collectively, "Grantor" or "Owner") and PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T ("Grantee" or "AT&T") with reference to the following:

#### RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally known as 5928 W. 96th Street, in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county, also identified as the Assessor's Parcel No. 4124-029-040 (the "Owner's Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), the Department of Airports of the City of Los Angeles, a municipal corporation, commonly known as Los Angeles World Airports ("City") identified certain telecommunication facilities generally consisting of underground duct banks containing cables and related facilities, equipment, and appurtenances, which are owned and operated by Grantee (collectively, the "Facilities"), and such Facilities are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located (a) on or about 96th Street between 96th Place and Vicksburg Avenue, and (b) on or about Interceptor Street east of Sepulveda Boulevard and west of Westchester Parkway;

WHEREAS, also in connection with the LAMP Project, City seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"); and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the Owner's Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibits "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibits "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not reasonably necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, provided that Grantee's nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) The parties shall cooperate in the event of future relocations of the Easement Area in connection with airport development related purposes.

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration [“FAA”] regulations) as may be applicable.

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor (or its successor or assignee) as an additional insured, or be adequately self-insured.

2. Easement Purpose. The “Easement Purpose” collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee’s affirmative consent and agreement to recordation of the Tract Map.

4. Liens Prohibited. Grantee shall not cause the Easement Area or the Owner’s Property to be encumbered by liens, including mechanic’s liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic’s liens or encumbrances on the Easement Area or the Owner’s Property arising out of activities conducted on Grantee’s behalf. In the event that Grantee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys’ fees, shall be paid by Grantee to Grantor within ten (10) business days of written demand therefor.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the immediately surrounding area in good order and repair. Any replacement, repair, maintenance, or removal of the Facilities shall be done in a clean, good, and workmanlike manner. Without limiting the generality of the foregoing, upon completion of any digging, excavation, or grading by Grantee or on behalf of Grantee of any part of the Easement Area at or near the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than fourteen (14) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. In the event of an emergency in which the Facilities require immediate maintenance or repair in order to prevent danger or hazard to property or persons, Grantee shall follow the emergency protocols that Grantor may provide from time to time.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times to clear and to keep clear the immediate area at, near or around the Facilities and to trim any tree or shrub for the purpose of preventing danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 8 shall not apply to the extent any harm, injury, death, or damage is caused by active negligence or active willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for the actual legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor except to the extent caused by Grantor's active negligence or willful misconduct. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 8 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

P.B.

Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general



liability and an auto insurance with adequate coverage amounts and from reputable providers, naming the Grantor (or its successor or assignee) as an additional insured. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

10.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the Owner's Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

10.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the Owner's Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 10.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without



limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the Owner's Property causes or threatens to cause a nuisance upon the Owner's Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Owner's Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

10.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall

promptly supply Grantor with complete and legible copies of all notices, reports, correspondence, and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

10.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 10 and subsections hereunder shall be the sole responsibility of Grantee.

10.4. Survival of Obligations. This Section 10, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

11. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within ten (10) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

13. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

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*If to Grantor:*

JMM, LLC  
Bird Management Co., LLC  
150 S. Doheny Drive  
Beverly Hills, California 90211

with a copy to:

Allen Matkins Leck Gamble Mallory &  
Natsis LLP  
2010 Main Street, 8<sup>th</sup> Floor  
Irvine, California 92614-7214  
Attn: K. Erik Friess, Esq.

*If to Grantee:*

Pacific Bell Telephone Company  
California Network Notification  
1587 Franklin St, 8th Flr  
Oakland, CA 94612

with a copy to:

Right of Way (AT&T)  
600 E. Green St.  
3rd Floor  
Pasadena, CA 91101

14. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

15. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

16. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of Grantor.

17. Not a Taking. Nothing in this Agreement shall be construed as City's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

21. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

Executed this 14 day of Nov, 2022 at Los Angeles, California.

**GRANTOR:**

JMM, LLC, a California limited liability company, successor by merger to The Mirkin Partnership, as to an undivided 75% interest

By: 

Name:

Title:

Jeff Mirkin  
managing member

Bird Management Co., LLC, a California limited liability company, as to an undivided 25% interest

By: 

Name: Robert Bird

Title: Member

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

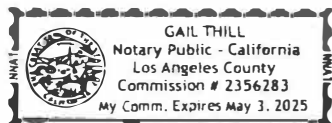
State of California

County of Los Angeles }

On Nov. 14, 2022 before me, Gail Thill, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Jeff Mirdin and Robert Bird  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature Gail Thill  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement & Grant of Utility Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**GRANTEE:**

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: Darin Bass

Print Name: DARIN BASS

Title: RIGHT OF WAY MANAGER

By: Giovanni Robles

Print Name: Giovanni Robles

Title: Right of way Manager

## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On September 27, 2020 before me, Ralph Soto - Notary  
(insert name and title of the officer)

personally appeared Darin Bass  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

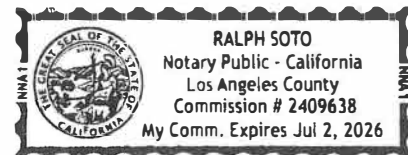
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On September 27, 2022 before me, Ralph Soto - Notary  
(in \_\_\_\_\_ of the officer)

personally appeared Giovanni Robles  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

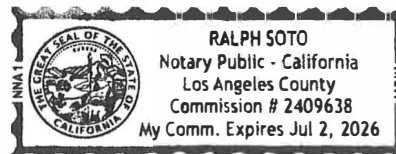
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ralph Soto

(Seal)



**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF TRACT NUMBER 13711, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 276 OF MAPS, PAGES 48 THROUGH 50, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OR SAID COUNTY, SAID PORTION IS ALSO LYING ENTIRELY WITHIN THE SOUTH HALF OF 96TH STREET AS SHOWN ON SAID TRACT NUMBER 13711, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING (POB)** AT THE INTERSECTION OF THE WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE AND NORTHWESTERLY LINE OF THAT PORTION OF 96TH STREET AS VACATED BY THE CITY OF LOS ANGELES PER RESOLUTION TO VACATE NUMBER 88-01574 AS DESCRIBED IN INSTRUMENT NUMBER 92-2102193, RECORDED NOVEMBER 12, 1992 AS SHOWN ON THE RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID WESTERLY PROLONGATION OF 96TH PLACE CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 263.38 FEET TO THE INTERSECTION OF SAID WESTERLY PROLONGATION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 175 AS SHOWN ON SAID TRACT NUMBER 13711, SAID POINT BEING THE **POINT OF TERMINATION (POT)**.

CONTAINING 0.133 ACRES OR 5,776 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

*Byron J. Cazar*

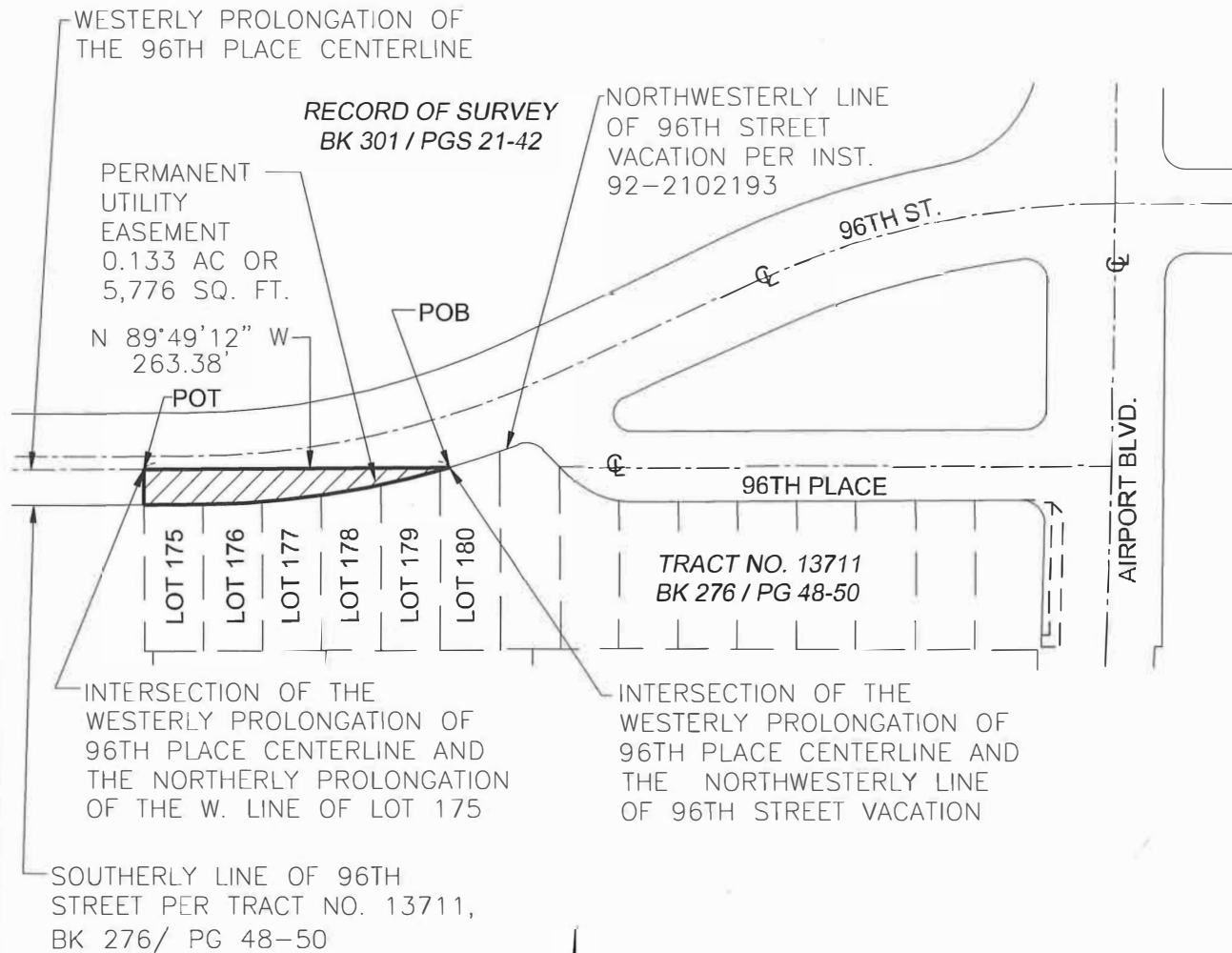
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

02/10/2022  
DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	5,776 SF	N/A



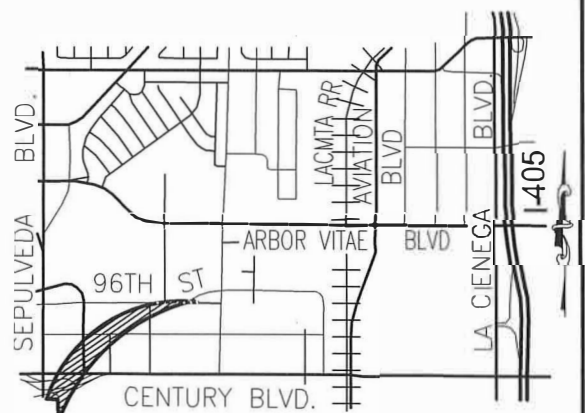
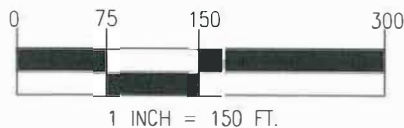
## LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EXISTING CENTERLINE
	EXISTING PROPERTY LINE

## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



PARCEL  
LOCATION

VICINITY MAP  
NOT TO SCALE



MARK THOMAS

DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
2-10-2022	1	SS	1	1

**Exhibit 12**

This page is part of your document - DO NOT DISCARD



**20230053832**



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

01/26/23 AT 10:57AM

Pages:  
0020

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202301260920006

00023149233



013888227

SEQ:  
01

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

Recording Requested by and when  
recorded mail to:

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317



EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

DOCUMENTARY TRANSFER TAX \$ 0

☐ Computed on full value of property conveyed  
☐ Computed on full value less liens and  
encumbrances remaining at time of sale

### **AGREEMENT AND GRANT OF UTILITY EASEMENT [Crown Castle Fiber LLC]**

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and CROWN CASTLE FIBER LLC, a New York limited liability company ("Grantee" or "Crown Castle") with reference to the following:

#### RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain telecommunication facilities generally consisting of underground duct banks containing cables and related facilities, equipment, and appurtenances, which are owned and operated by Grantee (collectively, the "Facilities"), and such Facilities are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on or about 96th Street between 96th Place and Vicksburg Avenue;

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"); and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such

easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, provided that Grantee's use and enjoyment of the nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).



(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) The parties shall cooperate in the event of future relocations of the Easement Area in connection with airport development related purposes.

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations) as may be applicable.

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, or be adequately self-insured.

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following receipt of notice of such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor. Nothing herein shall prejudice Grantee's right to contest the validity of any such lien in good faith by appropriate means.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law,



treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the immediately surrounding area in good order and repair. Any repair, maintenance, or removal of the Facilities shall be done in a clean, good, and workmanlike manner. Without limiting the generality of the foregoing, upon completion of any digging, excavation, or grading any part of the Easement Area at or near the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than fourteen (14) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. In the event of an emergency in which the Facilities require immediate maintenance or repair in order to prevent danger or hazard to property or persons, Grantee shall follow the emergency protocols, if any, that Grantor may provide from time to time.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times to clear and to keep clear the immediate area at, near or around the Facilities and to trim any tree or shrub for the purpose of preventing danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted

users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 8 shall not apply to any harm, injury, death, or damage caused by the sole negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 8 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the Facility and the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

  
Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers, naming the Grantor and LAWA as additional insureds. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

10.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

10.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the City Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 10.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx.

§§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the City Property causes or threatens to cause a nuisance upon the City Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the City Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

10.2. Grantee’s Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence, and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or

discharge including all test results.

10.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 10 and subsections hereunder shall be the sole responsibility of Grantee.

10.4. Survival of Obligations. This Section 10, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

11. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within ten (10) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

13. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

*If to Grantor:*

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: Chief Executive Officer

with a copy to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: City Attorney

And via electronic mail to: CDG-Tenant-  
Notices@lawa.org or to such other address as  
Grantor may designate by written notice

*If to Grantee:*

Crown Castle Fiber LLC  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

with a copy to:

Crown Castle Fiber LLC  
Attn: Legal – Infrastructure  
1500 Corporate Drive  
Canonsburg, Pennsylvania 15317

14. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

15. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

16. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of LAWA or City.

17. Not a Taking. Nothing in this Agreement shall be construed as Grantor's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

21. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

[SIGNATURES NEXT PAGE]

Executed this 11<sup>th</sup> day of January, 2023 at Los Angeles, California.

**GRANTOR:**

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: [Signature]  
Deputy/Assistant City Attorney

By: [Signature] Samantha Bricker / For  
Justin Erbacci  
Chief Executive Officer  
Department of Airports

Date: Jan. 11, 2023

**ACKNOWLEDGMENT**

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

State of California  
County of Los Angeles

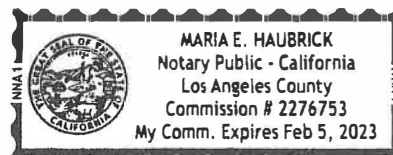
On January 11, 2023 before me, MARIA E. HAUBRICK, Notary Public  
(insert name and title of the officer)

personally appeared SAMANTHA J. BRICKER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)





**GRANTEE:**

CROWN CASTLE FIBER LLC,  
a New York limited liability company

By: 

Print Name: John B. Meyer

Title: Outside General Counsel

Commonwealth Pennsylvania

~~State of California~~ )  
County of Washington )

On July 21, 2022, before me, Corenda Y. Hamilton,  
(insert name and title of the officer)

personally appeared John B. Meyer,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed  
to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their  
authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Corenda Y. Hamilton

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
Corenda Y. Hamilton, Notary Public  
Washington County  
My commission expires September 13, 2022  
Commission number 1338614  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING (POB)** AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

**THENCE** ALONG SAID 96TH STREET CENTERLINE NORTH  $89^{\circ}49'12''$  WEST, A DISTANCE OF 787.41 FEET;

**THENCE** DEPARTING SAID 96TH STREET CENTERLINE SOUTH  $0^{\circ}10'48''$  WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

**THENCE** CONTINUING ALONG SAID SOUTHERLY LINE SOUTH  $89^{\circ}49'12''$  EAST, A DISTANCE OF 957.24 FEET;

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH  $0^{\circ}10'48''$  EAST, A DISTANCE OF 30.00 FEET;

**THENCE** SOUTH  $89^{\circ}49'12''$  EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH  $15^{\circ}45'47''$  EAST;

**THENCE** EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF  $20^{\circ}28'35''$ ;

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH  $66^{\circ}42'37''$  EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

**THENCE** DEPARTING SAID SOUTHERLY LINE NORTH  $24^{\circ}29'32''$  WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

**THENCE** ALONG SAID 96TH STREET CENTERLINE SOUTH  $65^{\circ}30'28''$  WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

**THENCE** CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF  $24^{\circ}40'20''$ ;

**THENCE** CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;


**THENCE** ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH 0°11'01" WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), 2010.00 EPOCH, ZONE 5. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



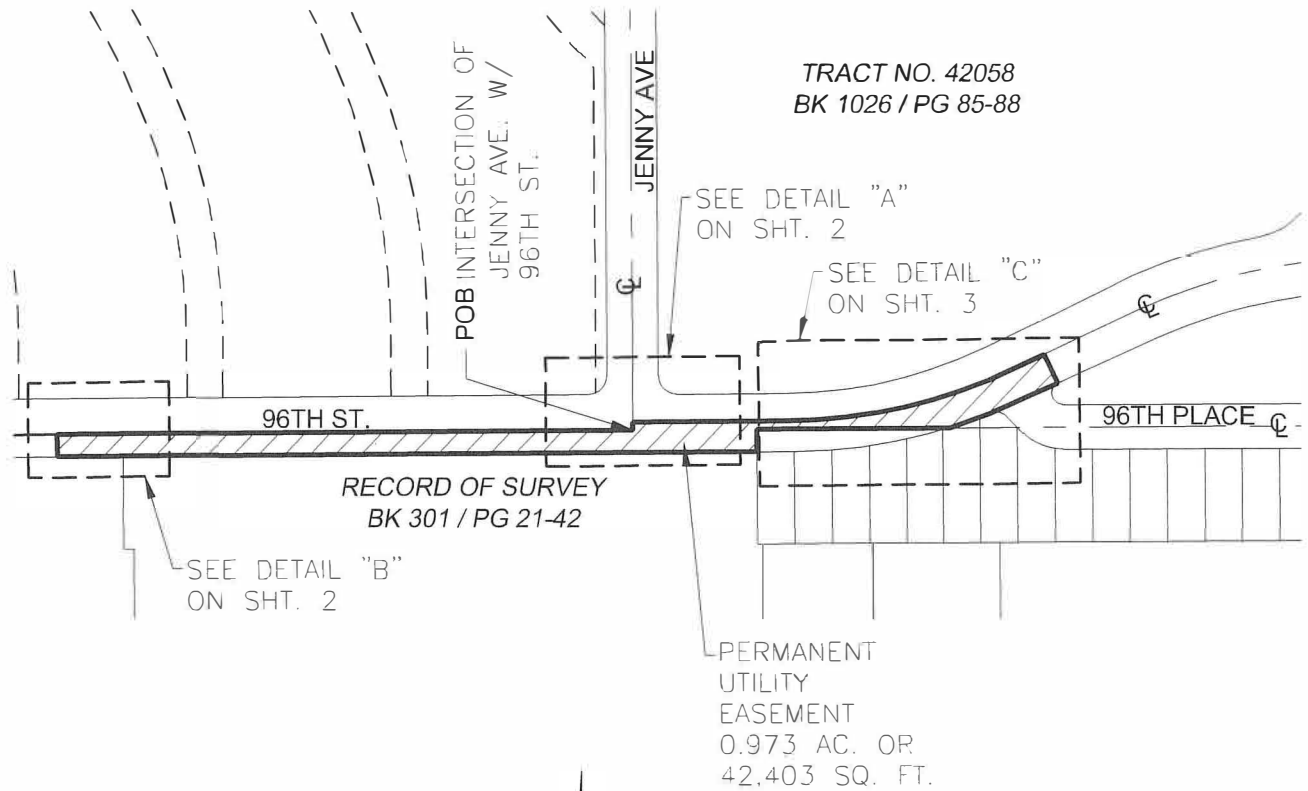
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

01/20/2022  
DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



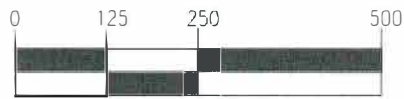
## LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE

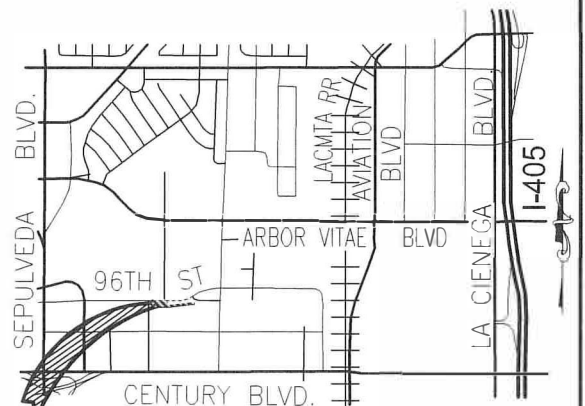
## NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



POB POINT OF BEGINNING



PARCEL  
LOCATION

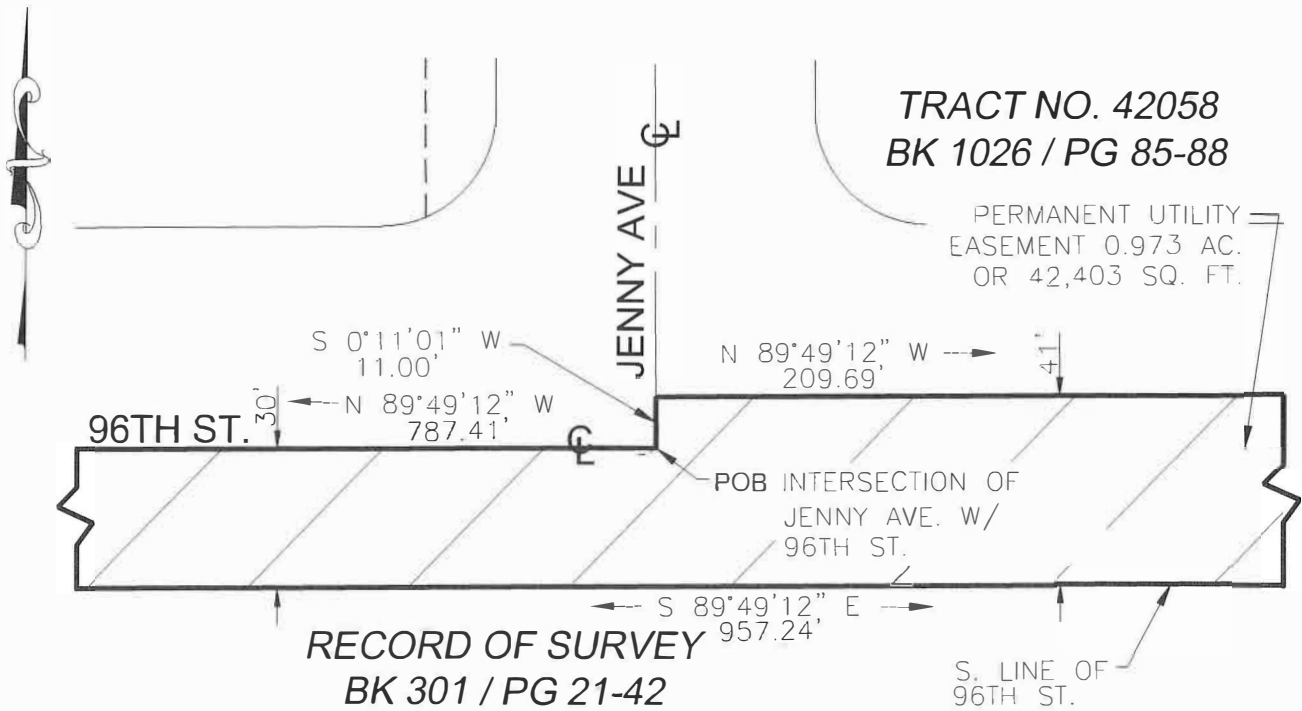
VICINITY MAP  
NOT TO SCALE



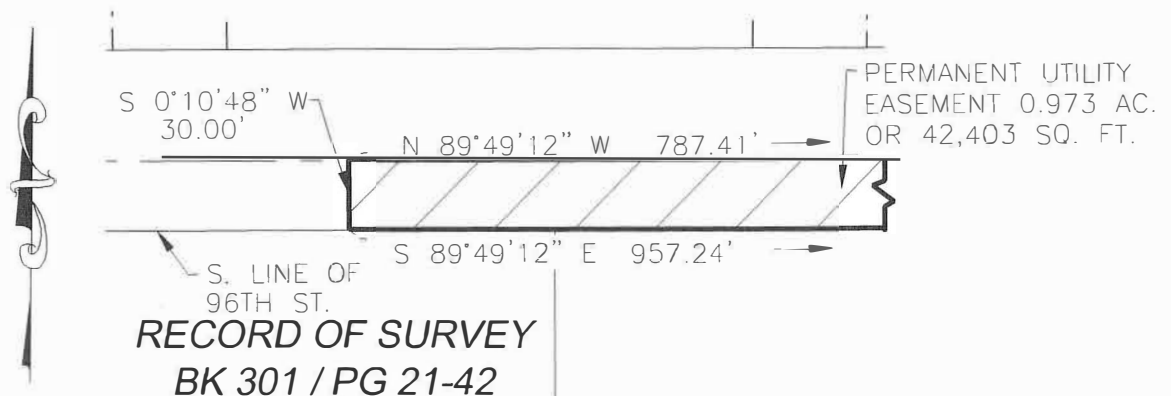
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



**DETAIL "A"**  
N.T.S.

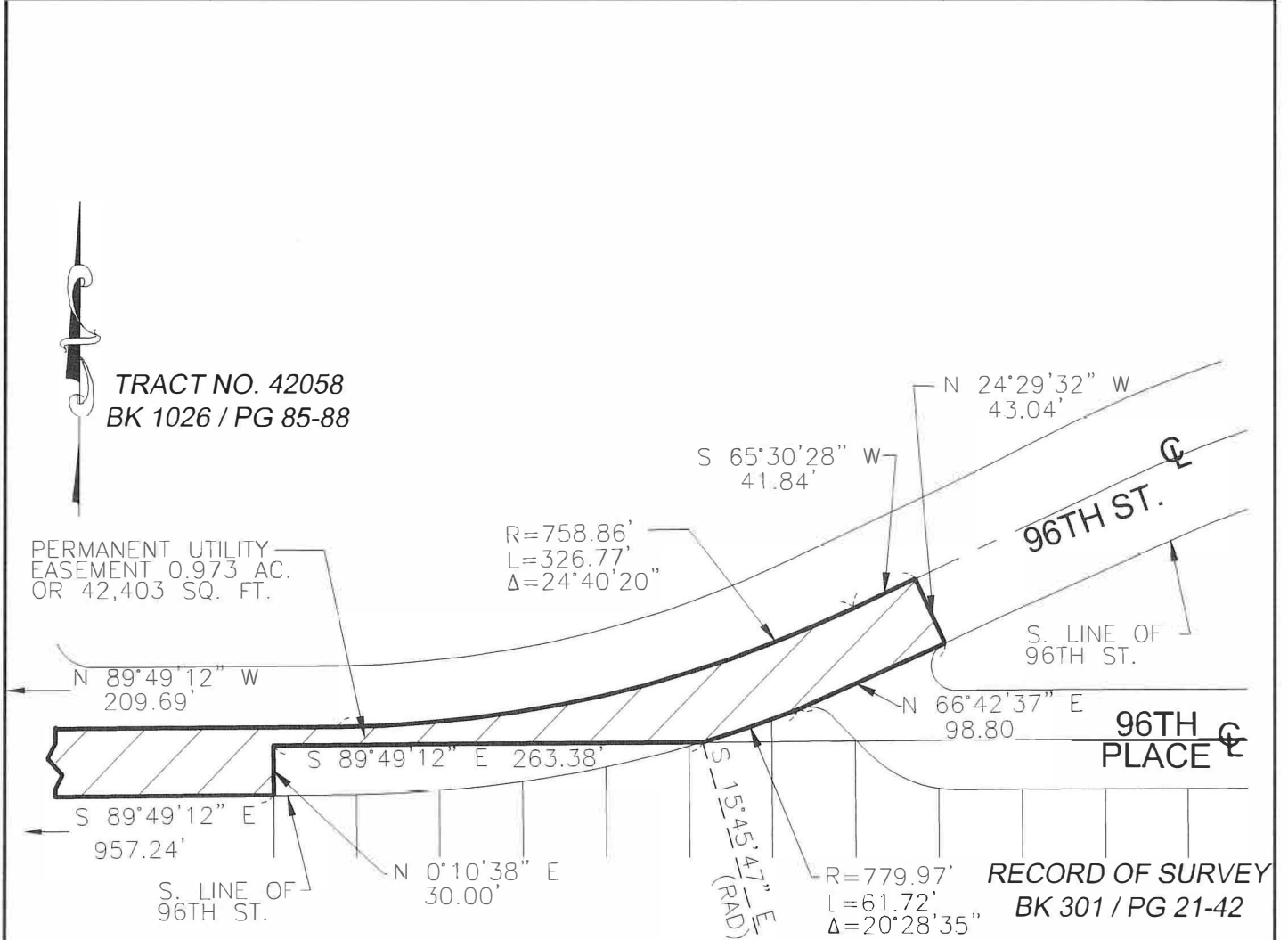


**DETAIL "B"**  
N.T.S.

 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	2	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3



**Exhibit 13**

This page is part of your document - DO NOT DISCARD



**20230053834**



Pages:  
0017

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

01/26/23 AT 10:57AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	0.00



LEADSHEET



202301260920006

00023149235



013888227

SEQ:  
03

DAR - Counter (Upfront Scan)



**THIS FORM IS NOT TO BE DUPLICATED**

Recording Requested by and when  
recorded mail to:

XO Communications Services, LLC  
Attn: Manager - Right of Way  
600 Hidden Ridge Drive  
Irving, TX 75038



EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

DOCUMENTARY TRANSFER TAX \$ 0

APN: 4125-023-900, 915, 908, 909, 917,  
929, and 931; and 4125-022-900, 905, 906,  
909, 916, 911, and 912

☐ Computed on full value of property conveyed  
☐ Computed on full value less liens and  
encumbrances remaining at time of sale

### AGREEMENT AND GRANT OF UTILITY EASEMENT [XO Communications Services LLC]

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and XO COMMUNICATIONS SERVICES LLC, a Delaware limited liability company ("Grantee" or "Verizon") with reference to the following:

#### RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Arbor Vitae Street, north of 96th Street, west of Aviation Boulevard, and east of Airport Boulevard, also identified by the Assessor's Parcel Numbers 4125-023-900, 915, 908, 909, 917, 929, and 931 and 4125-022-900, 905, 906, 909, 916, 911, and 912, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain telecommunication facilities generally consisting of underground duct banks containing cables and related facilities, equipment, and appurtenances, which are owned and operated by Grantee (collectively, the "Facilities"), and such Facilities are in conflict with the construction of the LAMP Project;

WHEREAS, the Facilities are located on or about Maintenance Drive between Arbor Vitae Street and 96th Street;

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74322 (the "Tract Map"); and

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the recitals above, which shall be deemed substantive provisions hereof and are incorporated herein by this reference, and further consideration as described herein, the parties agree as follows:

I. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in **Exhibit "A-1"** and more particularly depicted in Plat Map attached hereto as **Exhibit "A-2"**, both of which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

(a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in the Tract Map to be recorded contemporaneously herewith.

(b) Grantor reserves all of the oil, gas, mineral, water, or other subsurface rights in and under the Easement Area.

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the Easement Area, which are not immediately necessary for the use, operation, and maintenance of the Facilities.

(d) Grantee shall not fence or obstruct the Easement Area.

(e) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance.

(f) Grantor reserves the right to grant any additional right, title, and interest (including, but not limited to, easements and licenses) over, across, along, and under the Easement Area to other persons or entities, provided that Grantee's nonexclusive easement granted hereunder shall not be substantially impaired.

(g) Grantor reserves the right of air passage with inherent noise, odors, and vibration (which shall not be deemed to be a nuisance or trespass at any time).

(h) There shall be no interference with Airport takeoffs and landings at any time.

(i) There shall be no obstruction of, or interference with, air navigation or communication facilities.

(j) The parties shall cooperate in the event of future relocations of the Easement Area in connection with airport development related purposes.

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation Administration ["FAA"] regulations) as may be applicable.

(l) Grantee shall at all times maintain commercial general liability and commercial automobile liability insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, or be adequately self-insured.

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

4. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic's liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee's behalf. In the event that Grantee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain and keep the Facilities and the surrounding Easement Area in good order and repair. Any repair, maintenance, or removal of the Facilities shall be done in a clean, good, and workmanlike manner. Without limiting the generality of the foregoing, upon completion of any digging, excavation, or grading any part of the Easement Area at or near the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading. In connection with Grantee's maintenance and repair of the Facilities and the Easement Area, Grantee shall give a written notice of not less than fourteen (14) days prior to entry onto the Easement Area, and Grantor may require Grantee to reschedule the requested entry for a date or time different from that provided in the written notice in order to avoid interference with use of the Easement Area by Grantor or other permitted users. In the event of an emergency in which the Facilities require immediate maintenance or repair in order to prevent danger or hazard to property or persons, Grantee shall follow the emergency protocols that Grantor may provide from time to time.

6.1. Right of Clearance. Grantee shall have the right, at its sole cost, at reasonable times to clear and to keep clear the immediate area at, near or around the Facilities and to trim any tree or shrub for the purpose of preventing danger or hazard to property or persons.

7. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the Easement Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

8. Indemnity and Waiver. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, liabilities, damages, proceedings, actions, costs, including, without limitation, attorneys' fees (collectively, "Claims"), arising from, related to, or claimed by anyone by reason of injury or death of any persons (including their agents, contractors, and employees), damage or destruction of any property, or any and all other losses founded upon or alleged to arise out of, pertain to, or related to: (a) Grantee's use or occupancy of the Easement Area, (b) acts or omissions of Grantee, or (c) any breach or default under this Agreement; provided, however, indemnity set forth under this Section 8 shall not apply to any harm, injury, death, or damage caused by the sole negligence or active willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 8 shall survive the termination of this Agreement.

Moreover, Grantee hereby waives any and all Claims that Grantee may have now or in the future against Grantor in connection with the Facility and the recordation of the Tract Map. Grantee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.



Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and commercial automobile liability insurance with adequate coverage amounts and from reputable providers, including the Grantor and LAWA as additional insureds as their interest may



appear under this Agreement. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

10.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

10.1.2. Grantee shall promptly notify Grantor upon discovery of any Hazardous Substances released or spilled by Grantee or its employees, servants, agents, contractors, or subcontractors. Prior to taking any Clean-up action, except in the case of emergency, Grantee shall provide Grantor with written notification of all Clean-up action Grantee proposes to take and the consultants or contractors that will perform such Clean-up action and shall proceed with such action only upon receipt of written approval by Grantor, except in the case of spill response required by Environmental Laws (as defined below). Grantee shall not perform any Clean-up activities without the express written permission of Grantor, unless delay by Grantor in approving said Clean-up activities would result in violations of Environmental Laws in which case Grantee shall promptly notify and coordinate with Grantor with respect thereto. Moreover, Grantee shall obtain all necessary permits and approvals needed for these Clean-up activities. Grantee shall also promptly repair any damage to the City Property caused by Grantee's Clean-up activities. If Grantee fails to timely and completely perform the Clean-up required under this Section 10.1, Grantor may, but shall not be obligated to, take Clean-up action. Grantee shall promptly reimburse Grantor for the expenses Grantor incurs in providing these Clean-up actions.

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,



42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. ("HMTA"); the California Environmental Quality Act ("CEQA"), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

"Hazardous Substance(s)" shall mean:

(a) Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(b) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance, hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the CERCLA (42 U.S.C. Section 9601 et seq.) and/or the RCRA (42 U.S.C. Section 6901 et seq.); or

(c) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, the City of Los Angeles, or any political subdivision of any of them; or

(d) Any substance the presence of which on the City Property causes or threatens to cause a nuisance upon the City Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the City Property; or

(e) Any substance the presence of which on adjacent properties could constitute a trespass by Grantee; or

(f) Any substance, without limitation, which contains gasoline, aviation fuel, jet fuel, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

10.2. Grantee's Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,

and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

10.3. Penalties. Grantee agrees that any damages or penalties levied as a result of noncompliance with the terms and provisions of this Section 10 and subsections hereunder shall be the sole responsibility of Grantee.

10.4. Survival of Obligations. This Section 10, including all its subsections and subparts, and the obligations herein shall survive the expiration or earlier termination of this Agreement until the earlier to occur of (i) assignment by Grantee and assumption of the obligations herein by an entity with adequate financial resources and otherwise satisfactory to Grantor in the sole discretion of Grantor's Chief Executive Officer (CEO), or (ii) upon Clean-up of Hazardous Substances to risk-based levels acceptable to Grantor and as approved by applicable regulatory agencies pursuant to Environmental Laws, provided, however, that all costs associated with such acceptable risk-based levels, including but not limited to characterization of Hazardous Substances and Grantor's review thereof, shall be paid by Grantee; provided, however, that survival of obligations shall continue with respect to any applicable matters discovered or in progress on or prior to the applicable foregoing date.

11. Taxes. Grantee shall not be responsible for payment of any taxes, including without limitation, ad valorem taxes, levied or assessed with respect to the Easement Area, except for taxes levied or assessed on any personal property installed or placed within the Easement Area by Grantee.

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within twenty-one (21) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

13. Notice. All notices, requests, and other communications must be in writing and will be deemed to have been duly given if (a) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing); (b) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending); or by electronic mail to the parties at the following addresses:

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///

*If to Grantor:*

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: Chief Executive Officer

with a copy to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, California 90009-2216  
Attention: City Attorney

And via electronic mail to: CDG-Tenant-  
Notices@lawa.org or to such other address as  
Grantor may designate by written notice

*If to Grantee:*

XO Communications Services, LLC  
Attn: Manager - Right of Way  
600 Hidden Ridge Drive  
Irving, TX 75038  
VzB-ROWContractNotices@verizon.com

with a copy to:

Verizon Legal Department  
Attn: Network Legal Team  
1300 I Street, NW; 5th Floor  
Washington, DC 20005

14. Successors and Assigns. The provisions of this Agreement are intended to and will run with the land, and will bind, be a charge upon, and inure to the benefit of Grantor and Grantee, their respective successors and assigns.

15. No Third Party Beneficiaries. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any third party.

16. No Joint Venture or Partnership. The Parties acknowledge that Grantee is an independent entity and is not an employee, agent, joint venturer or partner of LAWA or City.

17. Not a Taking. Nothing in this Agreement shall be construed as Grantor's exercise of its eminent domain power, and Grantee acknowledges and agrees that no taking or condemnation of its property has or will result under this Agreement.

18. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall be governed by and construed and enforced in accordance with the laws of the State of California.

21. Authority. Each of the undersigned confirm that he or she is authorized to sign this instrument of behalf of the respective entity.

Executed this 11<sup>th</sup> day of January, 2023 at Los Angeles, California.

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: Brian C. Soto  
~~Deputy~~/Assistant City Attorney

Date: Jan. 11, 2023

**GRANTOR:**

CITY OF LOS ANGELES, a municipal  
corporation

By: Samantha Bricker Samantha  
Bricker / For

Justin Erbacci  
Chief Executive Officer  
Department of Airports

## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On January 11, 2023 before me, MARIA E. HAUBRICK, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SAMANTHA J. BRICKER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

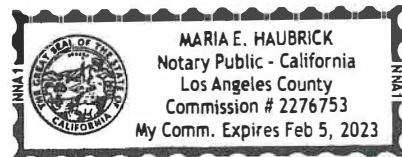
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Maria E. Haubrick

(Seal)



**GRANTEE:**

XO COMMUNICATIONS SERVICES LLC,  
a Delaware limited liability company

By: 

Dina Dye, Senior Manager  
Network Reg./Real Estate

Date: 6/15/2022

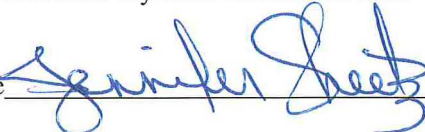
State of Texas )

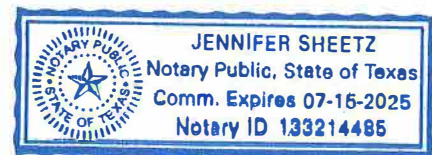
County of Dallas )

On July 15, 2022, before me, **Dina Dye, Senior Manager of Network Regulatory and Real Estate** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



(Seal)

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PERMANENT UTILITY EASEMENT**

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), 2010.00 EPOCH, ZONE 5. THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

*Byron J. Cazar*

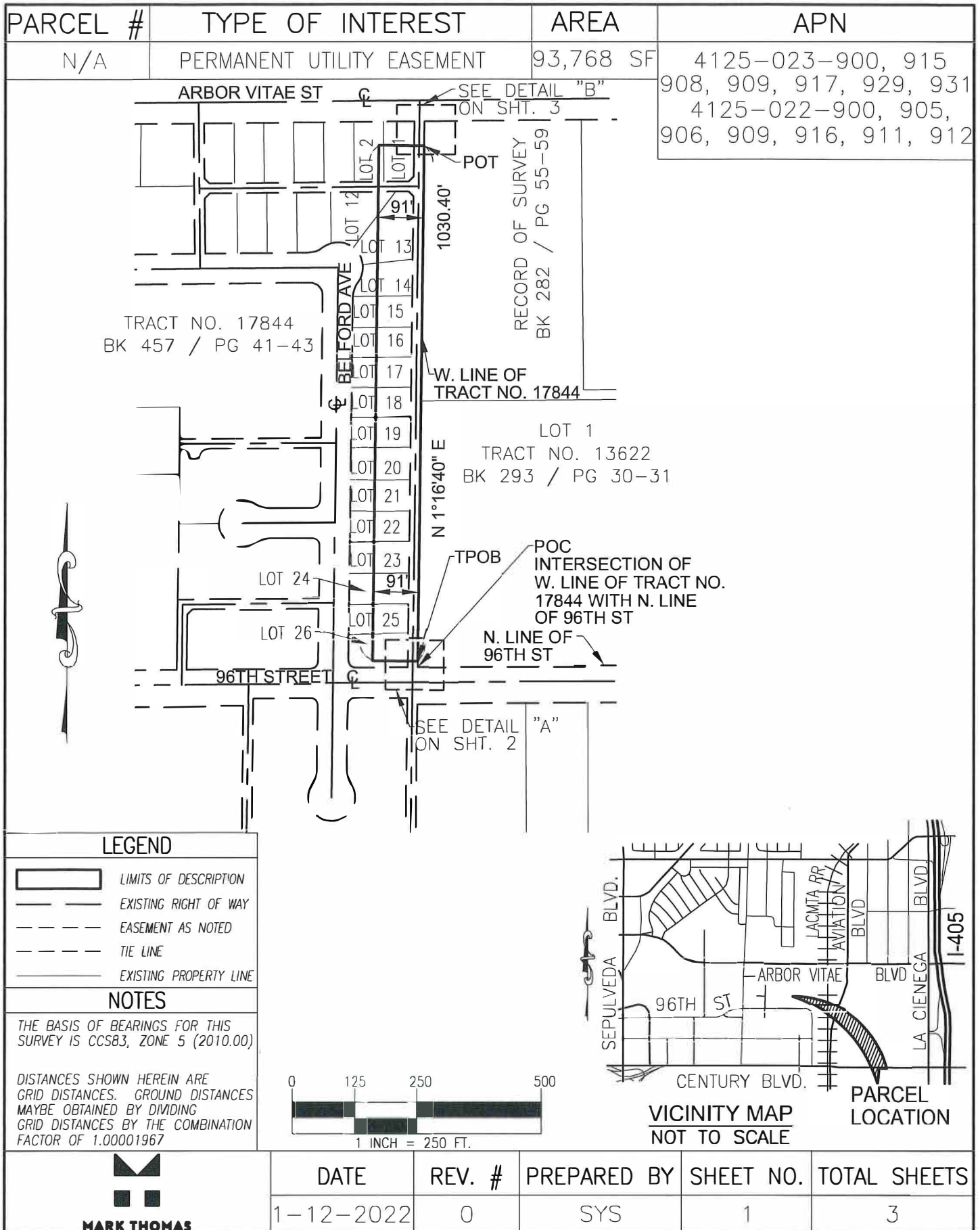
BYRON J. CAZAR, P.L.S.  
P.L.S. 9337, EXP. 03-31-23

01/12/2022  
DATE





# EXHIBIT A2



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912

MATCHLINE - SEE SHT. 3

91'

LOT 25  
MB 457 / PGS 41-43

TRACT NO. 17844  
BK 457 / PG 41-43

10' 10'

ALLEY

1030.40'

N 1°16'40" E

LOT 1  
TRACT NO. 13622  
BK 293 / PG 30-31

TPOB

N 1°16'40" E  
11.85'

N. LINE OF 96TH ST

POC  
INTERSECTION OF  
W. LINE OF TRACT NO. 17844  
W/ N. LINE OF 96TH ST

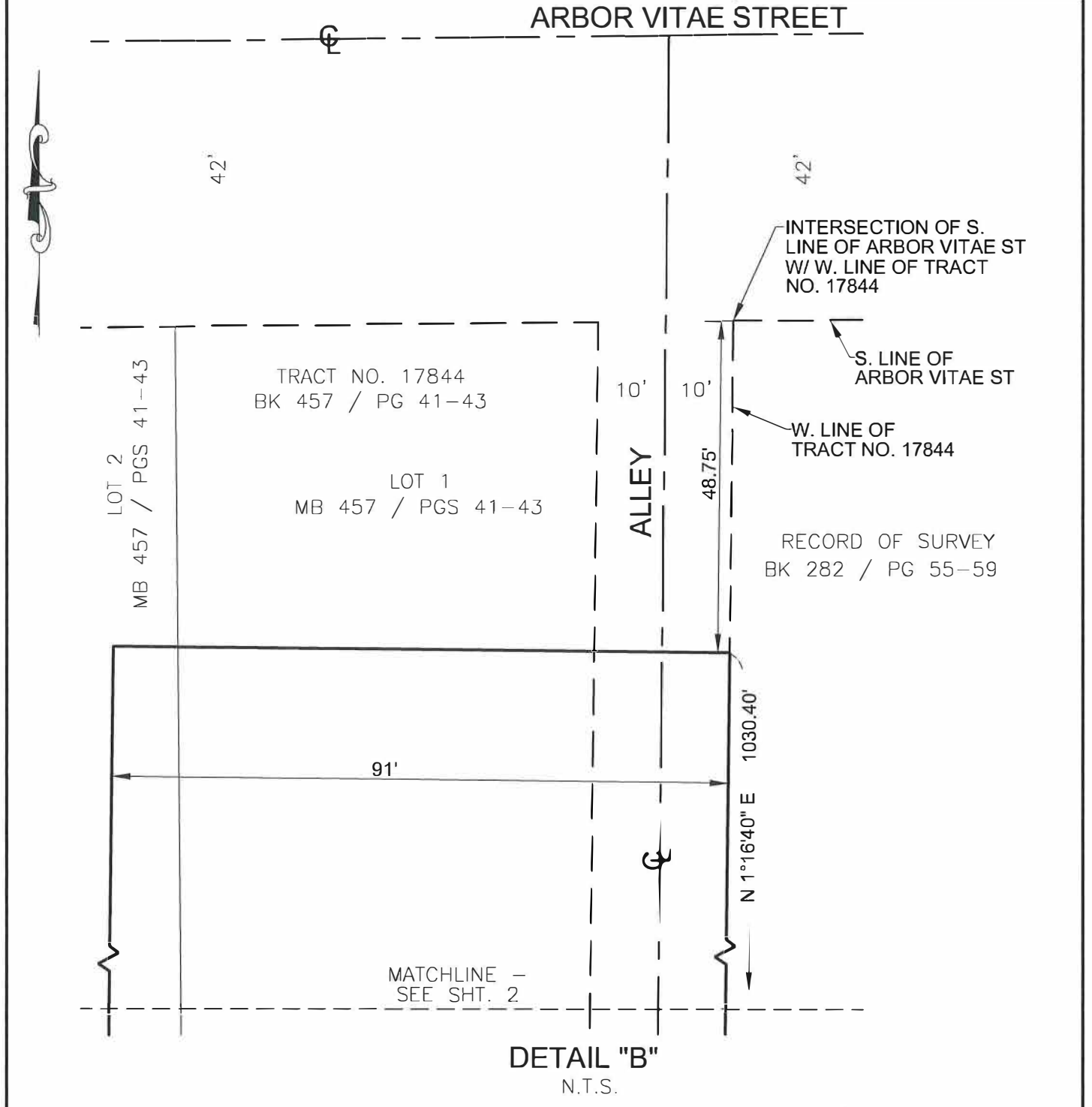
30' 30'

96TH STREET

DETAIL "A"  
N.T.S.

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	1-12-2022	0	SYS	3	3

**DEPARTMENT OF  
CITY PLANNING**

COMMISSION OFFICE  
(213) 978-1300

CITY PLANNING COMMISSION

SAMANTHA MILLMAN  
PRESIDENT

CAROLINE CHOE  
VICE-PRESIDENT

HELEN CAMPBELL  
JENNA HORNSTOCK  
HELEN LEUNG  
YVETTE LOPEZ-LEDESMA  
KAREN MACK  
DANA M. PERLMAN  
RENEE DAKE WILSON

**CITY OF LOS ANGELES**  
CALIFORNIA



ERIC GARCETTI  
MAYOR

**EXECUTIVE OFFICES**

200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
(213) 978-1271

VINCENT P. BERTONI, AICP  
DIRECTOR

SHANA M.M. BONSTIN  
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP  
DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

November 4, 2022

**Applicant**

Samantha Bricker  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

**Representative**

Evelyn Quintanilla  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

**Case No.** VTT-74322-M2

**CEQA:** ENV-2016-3391-EIR  
State Clearinghouse No.  
2015021014, and September 2018  
Addendum

**Location:** Multiple Addresses within the  
Airport Landside Subarea of the  
Los Angeles International Airport  
Plan

**Council District:** 11-Bonin

**Neighborhood Council:** Westchester/Playa Del Rey

**Community Plan Area:** Los Angeles International Airport  
Plan

**Land Use Designation:** LAX.

**Zone:** LAX

**Legal Description:** Various. Refer to Tract Map

**LETTER OF CORRECTION**

On May 27, 2022, in accordance with provisions of Sections 17.03 and 17.11 of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved the Second Modification of Vesting Tentative Tract No. 74322, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on map stamp-dated May 20, 2022 in the Los Angeles International Airport Community Plan. No appeals were filed.

On October 3, 2022, Kyle Pool, the applicant's representative, submitted an email requesting a clarification to Conditions 30 g, i, and k as the language included in the original letter of determination contained duplicative conditions and was not reflective of the conditions of approval in the Bureau of Engineering recommendation letter dated March 25, 2022. Therefore, Conditions 30 g, i, and k are hereby corrected as follows (deletions in ~~strikeout~~, additions in underline):

Condition No. 30g is amended in its entirety to read:

- g. Improve north side of West 98th Street westerly of New Jetway Boulevard (Private Street) adjoining this subdivision (Lot 14) by the construction of the following:

- i. A concrete curb, 2-foot gutter, 13-foot concrete sidewalk with tree wells.
- ii. Suitable surfacing to join the existing pavement to provide a 20-foot wide half roadway and a 48-foot wide total roadway.
- iii. Access ramps at the northwest corner intersection of 98th Street with New Jetway Boulevard for ADA compliance.
- iv. Necessary removal, reconstruction and transition to join the existing improvements.

Condition No. 30i is amended in its entirety to read:

- i. Improve West 93rd Street east of Airport Boulevard adjoining the subdivision by the construction of the following:
  - i. Construct a 37-foot radius cul-de-sac and new concrete sidewalk abutting the property line adjacent to cul-de-sac at the easterly terminus satisfactory to BOE LAMP Division.
  - ii. Along the north and south side of 93rd Street from the cul-de-sac to Airport Boulevard, remove and replace any broken, off-grade integral concrete curb, gutter, sidewalk and roadway pavement. Install tree wells, construct a new driveway for Lot 10 and construct the alley intersection at 93rd Street.
  - iii. Any necessary removal and reconstruction of existing improvements to join suitably to the new construction satisfaction to the City Engineer.

Condition No. 30k is amended in its entirety to read:

- k. Improve New Jetway Boulevard (Private Street) from Westchester Parkway to 98th Street adjoining the subdivision with the construction of the following:
  - i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk.
  - ii. Suitable surfacing to complete an 80-foot wide roadway and an 8-foot wide concrete sidewalk from Westchester Parkway to 96th Street on an alignment satisfactory to the City Engineer.
  - iii. Suitable surfacing to complete a 70-foot wide half roadway and a 6.5-foot wide sidewalk from 96th Street to 98th Street on an alignment satisfactory to the City Engineer.
  - iv. Access ramps at the corner intersection with New Jetway Boulevard (Private Street) at 94th Street, 96th Street, and northern half of 98th Street intersection for ADA compliance satisfactory to the City Engineer.
  - v. Any necessary removal and reconstruction of existing improvements.

All other conditions and findings for VTT-74322-M2 remain the same.

VINCENT P. BERTONI, AICP  
Advisory Agency

*Jordann F.D. Turner*

JORDANN TURNER  
Deputy Advisory Agency  
JT:bw

DEPARTMENT OF  
CITY PLANNING

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DEPUTY DIRECTOR

LISA M. WEBBER, AICP  
DEPUTY DIRECTOR

Decision Date: May 27, 2022

Appeal End Date: June 6, 2022

Samantha Bricker (A)(O)  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

Evelyn Quintanilla (R)  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

CASE NO. VTT-74322-M2  
**MODIFICATION OF VESTING  
TENTATIVE TRACT**

Multiple Addresses within the Airport  
Landside Subarea of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014,  
and September 2018 Addendum  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Sections 17.03 and 17.11 of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved the **Second Modification** of Vesting Tentative Tract No. 74322, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on **map stamp-dated May 20, 2022** in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

**BACKGROUND**

The property consists of approximately 138 acres, generally bounded by Westchester Parkway and Arbor Vitae Street on the north, an alleyway (inclusive) between Belford Avenue and Bellanca Avenue on the east, 98th Street on the south, and Vicksburg Avenue, Sepulveda Boulevard, and Sepulveda Eastway on the west. The property is located within the Los Angeles International Airport Plan, the Los Angeles International Airport Specific Plan, and the Coastal Transportation Corridor Specific Plan. The property is entirely zoned LAX.

The property is largely developed with an on-grade parking lot, bus station, and rental car facilities. Large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

The proposed subdivision comprises a portion of the comprehensive Landside Access Modernization Program (LAMP) implemented by the Los Angeles World Airports to relieve and reroute public and private vehicle circulation to and from Los Angeles International Airport (LAX). As a whole, LAMP would provide a consolidated rental car facility, two intermodal transportation facilities, connectivity to a light-rail line, an elevated automated people-mover (APM) providing direct access to the terminals within LAX, and an APM maintenance facility.

On December 27, 2017, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322 for a subdivision composed of 17 lots over approximately 143 acres. The subdivision was for the purpose of facilitating the development of Los Angeles World Airport's Landside Access Modernization Program.

On October 11, 2019, the Deputy Advisory Agency approved Vesting Tentative Tract No. 74322-M1, a modification to the previously approved Vesting Tentative Tract No. 74322, to facilitate the consolidation of lots from 17 lots to 15 lots, reduce the area of Lot 9, add



the area of existing alleyways, accommodate the realignment of Private Street "A", vacated and merged several existing public rights-of-way. Additionally, the Deputy Advisory Agency adopted an Addendum dated September 2018.

This instant request (VTT-74322-M2) is the modification of the previously approved Vesting Tentative Tract No. 74322-M1. Most notable modifications between the previously approved map and the presently proposed map are:

- Modifications to various Bureau of Engineering conditions due to a changes in the Automated People Mover (APM) alignment. The APM was moved to the east side of the roadway and the median was removed.
- Modification to various Bureau of Engineering conditions due to updates in various roadway configurations.
- Modification to Bureau of Street Services-Urban Forestry Conditions.

The conditions below are modified as a result of the revised tract map as follows (deletions in ~~strikeout~~, additions in underline):

**BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right of way in accordance with the Collector Street Standard. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
2. That a 5-foot ~~and variable width~~ strip of land be dedicated along Westchester Parkway westerly of ~~newly proposed Jetway Boulevard~~ "A" Street (Private Street) to complete a 55-foot half right-of-way in accordance with Boulevard II of Mobility Plan 2035. Dedicate 25-foot radius property line return at the southwest and southeast corners of new Jetway Boulevard (Private Street) and Westchester Parkway. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
3. ~~That a 6-foot wide strip of land be dedicated along Arbor Vitae Street (between the alley east of Airport Boulevard and alley east of Belford Avenue) to complete a 48-foot half right-of-way in accordance with Modified Boulevard II, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 96 feet.~~

That a 6-foot wide strip of land be dedicated along the south side of Arbor Vitae Street (between the alley east of Airport Boulevard and new Maintenance Drive (Private Street) to complete a 48-foot wide half right-of-way in accordance with Modified Boulevard II Street standard with a total right of way width of 98-foot. Dedicate a 40-foot property radius return at the southwest corner of Maintenance Drive and Arbor Vitae Street. Dedicate and extend the public right-of-way of Arbor Vitae Street easterly across Maintenance Drive to 48.75 feet south of the property corner.

4. ~~That a variable width strip of land be dedicated along portion of Airport Boulevard to provide a 128-foot and 131-foot total right-of-way, as shown on the revised tentative map dated June 28, 2018, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 93rd Street, West 96th Street, and West 96th Place.~~

That sufficient right-of-way be dedicated along the west side of Airport Boulevard between Westchester Parkway and 96th Place to complete an 88-foot half right-of-way in accordance with Modified Boulevard I Street standard, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 96th Street, West 94th Street, West 96th Place, and southeast corner of 93rd Street. Dedicate an additional 2-foot strip of land on the east side of Airport

Boulevard along the frontage with Lot 10 to complete a 12-foot street border and 42-foot half right-of-way.

5. ~~That an 18-foot strip of land be dedicated along the southerly side of West 96th Street adjoining Lot 12 as proposed by the applicant shown on revised tentative map dated June 28, 2018.~~

That an 18-foot wide strip of land be dedicated along the southerly side of West 96th Street east of Airport Boulevard adjoining Lot 12 to complete a 48-foot wide half right-of-way in accordance with Modified Avenue III Street standard and a 20-foot radius property line return be dedicated at the northwest corner of 96th Street and Maintenance Drive. Provide a public sidewalk easement beginning at 7.77 feet west of the BC of the property radius and ending at 8.22 feet north of the EC of the property radius along the bearing of N45 15' 47" E.

6. That a 45-foot radius, ~~unsymmetrical~~ asymmetrical cul-de-sac at the intersection of 96th Street and 96th Place, ~~substantially as shown on the revised tentative map dated June 28, 2018,~~ satisfactory to the City Engineer.
7. That a 35-foot strip of land ~~be dedicated~~ and variable width dedication along the northerly portion of West 98th Street along Lot 7 and Lot 8 in accordance with Modified Boulevard II Standard, ~~as shown on the revised tentative map dated June 28, 2018, including the area at the intersection of a new Jetway Boulevard (Private Street) adjacent to Lot 14. A 20-foot radius property line return be dedicated at the northeast corner of new Jetway Boulevard.~~ also including the area at the intersection of proposed "A" Private Street along Lot 14, be dedicated, including a 20-foot radius property line return.
8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 14 to complete a 33-foot half right-of-way per Modified Boulevard II standard, ~~as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP),~~ with a right-of-way width of 66 feet. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
9. ~~That sufficient variable width right of way be dedicated for the construction of a partial turn-a-round area at the terminus of southerly West 93rd Street adjoining Lot 10 substantially as shown on revised tentative map dated June 28, 2018.~~

That a 49-foot radius cul-de-sac be dedicated at the easterly terminus of 93rd street for the construction of a partial cul-de-sac adjacent to Lot 10.

10. ~~That a 110-foot and variable to 135-foot width private street easement be provided for "A" Street (Private Street) substantially as shown on revised tentative map dated June 28, 2018, on an alignment satisfactory to the City Engineer, including 15-foot and 20-foot radius easement line returns at the intersections with Westchester Parkway, West 96th Street and West 98th Street.~~

That a 110-foot to 114-foot private street easement for Jetway Boulevard be provided from Westchester Parkway to 96th Street in accordance with Modified Boulevard II Standard. That a 96-foot private street easement for Jetway Boulevard be provided from 96th Street to 98th Street in accordance with a Modified Avenue I Standard on an alignment satisfactory to the City Engineer. Provide 20-foot radius easement line returns at the northwest, northeast and southeast and southwest corners of 94th Street and Jetway Boulevard. Provide a 20-foot radius easement line returns at the northeast, southeast and southwest corners of 96th Street and Jetway Boulevard. Provide a 25-foot radius easement line return at the northwest corner of 96th Street and Jetway Boulevard.

11. ~~That a 110-foot private street easement be provided for "B" Street 94<sup>th</sup> Street (Private Street) between Jetway Boulevard and Airport Boulevard in accordance with Boulevard II Standard on an alignment satisfactory to the City Engineer. on an alignment satisfactory to the City Engineer, including cut corners at the intersection with "A" Street (Private Street), substantially as shown on revised tentative map dated June 28, 2018, and 20-foot radius easement line returns at the intersection with Airport Boulevard.~~
12. That a 91-foot wide private street easement for Maintenance Drive "D" Street (Private Street) between Arbor Vitae Street and 96th Street as shown on the revised tentative map dated June 28, 2018 be provided on an alignment satisfactory to the City Engineer. ~~including 20-foot radius easement return at the intersections with Arbor Vitae Street and with 96th Street.~~
13. That Department of the City Planning determine that the proposed merger areas are consistent with all applicable General Plan Elements and Highway and Circulation Elements of for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between Jetway Boulevard ~~proposed "A" Street~~ and Airport Boulevard with the recordation of the final map prior to the actual construction of Jetway Boulevard. ~~proposed "A" Street.~~
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining

and within the subdivision tract boundary shown ~~on the revised tentative map~~, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:

- a. ~~That a 6-foot wide strip of land along northerly of West 96th Street and the air space area of the proposed elevated Automated People Mover, approximately 30 feet above finished surface and adjoining Lot 10 and Lot 11 as shown on revised tentative map dated June 28, 2018, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.~~
- b. That portion of West 96th Street between Jetway Boulevard ~~"A" Street~~ (Private Street) and Airport Boulevard ~~as shown on revised tentative map dated June 28, 2018~~ be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code. ~~The intersection of proposed merger and "A" Private Street should be clearly delineated on final map if portion of the merger will be part of "A" Private Street easement. The applicant shall determine on final map if merger of West 96th Street will remain as private property, private driveway or private street easement.~~
- c. That Kittyhawk Avenue, ~~a portion of~~ Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue, Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.
- d. ~~That the east/west alley n/o West 93rd Street and westerly of New "D" Street, portion of West 93rd Street, east/west alley s/o West 93rd Street westerly of Belford Avenue, West 95th Street westerly of Belford Avenue, alleys s/o West 95th Street, Belford Avenue between 93rd Street and 96th Street, and Belford Avenue southerly of 96th Street within and adjoining subdivision be permitted to be merged as shown on revised tentative map dated June 28, 2018.~~

That the east-west alley south of Arbor Vitae Street and east of the alley, east of Airport Boulevard; portion of West 93rd Street from the alley east of Airport Boulevard to Belford Avenue cul-de-sac; Belford Avenue from the 93rd Street cul-de-sac to 96th Street; the alley westerly of Belford Avenue and northerly of 95th Street to the terminus of the alley half turning area; the 95th Street cul-de-sac westerly of Belford Avenue; the alleys west of Belford Avenue and south of West 95th Street and the alley east of Airport Boulevard and north of 96th Street to include the corner cut; the alley east of Belford Avenue between Arbor Vitae Street and 96th Street; Belford Avenue cul-de-sac south of 96th Street all adjoining the subdivision be permitted to be merged as shown on revised tentative map dated January 28, 2020.

- ~~e. That the proposed air space area of the elevated Automated People Mover Crossing and Guideway, approximately 30 feet above finished elevation on West 98th Street, be permitted to be merged as shown on revised tentative map dated June 28, 2018. The width of this airspace merger area shall be clearly delineated on the final map.~~
  - f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
  - g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.
  - h. That satisfactory arrangements be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.
  - i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
  - ~~j. That the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street be permitted to be merged, as shown on the revised tentative map dated June 28, 2018.~~
  - k. That consent to the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street and waivers of any damages that may accrue as a result of such mergers be obtained from all adjoining property owners.
  - l. That suitable evidence of lot-tie or other arrangement satisfactory to the City Engineer be provided for: Lots 175 and 176 of Tract 13711, and the vacated portions of 96th Street vacated by VAC 92-2102193, adjoining 96th Street and 96th Place being merged, to prevent the creation of landlocked parcels.
17. ~~That the petitioners record a Covenant and Agreement to run with the land pertaining to the Automated People Mover (APM) over public street (Airport Boulevard) to include the following:~~
- ~~a. That the owners be required to provide maintenance support to all elements of the elevated Automated People Mover (APM) within the proposed airspace merger area as well as structures in the private property for safety and usability to the satisfaction of the City Engineer. The City shall be given reasonable access to the structure within and adjacent to the limited dedication areas for this purpose upon request during normal business hours. The City may request the owner to repair or replace damaged, defective or unsafe structural elements or to correct unacceptable~~

~~conditions at the owner's expense if the owner elects not to do so or does not respond within a reasonable time. Owners shall grant reasonable access to the City's contractor to make said repairs.~~

- ~~b. That the owner shall be required to limit use of the structure within the merger airspace area to people mover. No storage of combustibles will be allowed or will any other use or occupancy be allowed except as approved in writing by the Department of Building and Safety and the Department of Public Works.~~
  - a. That a strip of land along the north side of 96th Street be dedicated to complete a 57-foot half right-of-way from Jetway Boulevard to Vicksburg Avenue.
  - b. That a strip of land be dedicated along north side of 96th Street to complete a 59.5-foot half right-of-way from Vicksburg Avenue to 147.0 feet west of Vicksburg Avenue.
  - c. That a strip of land be dedicated along the north side of 96th Street from 147.0 feet west of Vicksburg Avenue to Sepulveda Boulevard to complete a 62-foot half right-of-way.
  - d. That a 30-foot radius property line return adjacent to Lot 13 be dedicated at the northeast corner of Sepulveda Boulevard and 96th Street.
  - e. Dedicate a strip of land to complete a 36-foot half right-of-way on the south side of 96th Street adjacent to Lots 9 and 14. Provide a 20-foot property radius curve adjacent to Lot 9.
  - f. Provide a 110-foot-long by 7-foot-wide sidewalk easement along the north side of 96th Street at the Metro Transit Station entrance/exit to the satisfaction of the City Engineer as indicated on the tentative map.
18. ~~That the following conditions for Automated People Mover (APM) structures within the merged areas over public street be complied with satisfactory to the City Engineer:~~
- ~~a. That the owners obtain approval of the City Engineer for any substantial structural modification within the area and for any structural element outside the merged area with provides lateral or vertical support to the structures within the merged areas.~~
  - ~~b. That plans of structural details shown on standard size City sheets and structural calculations of the proposed APM, both signed by a Civil or Structural Engineer registered in the State of California be submitted to the City Engineer for review and approval.~~



- ~~c. That a Class "B" permit be obtained from the Bureau of Engineering and that a deposit be made with said Bureau sufficient to cover the City's cost for plan checking, construction inspections, and incidental costs relative thereof.~~
  - ~~d. That a building permit from the Department of Building and Safety be obtained for the construction of the portion of the structure located within the private property.~~
  - ~~e. That the owners provide and maintain a policy of general liability insurance in the amount not less than \$2,000,000.00 combined single limit per occurrence. Evidence of such insurance shall be on the City's General Liability Special Endorsement from or other forms acceptable to the City Attorney and shall provide coverage for premises/operations and contractual liability.~~
  - ~~f. That a Waiver of Damages Agreement and an Indemnification Agreement and Right of Ingress and Egress Covenant to run with the land be executed by the owners. The form shall be submitted to the Bureau of Engineering for approval, and subsequently be recorded relieving the City of any liability arising from the construction, maintenance and use of the proposed Automated People Mover (APM) structure. The forms for these agreements can be obtained from the Bureau of Engineering, Central District Office, B-Permit Section located at 201 N. Figueroa Street, Los Angeles 90012. This Waiver of Damage and Indemnification Agreement should also be shown on the final tract map.~~
- a. That a 56-foot wide private street easement for 96th Street from Jetway Boulevard to 96th Place be provided. That a 42.37-foot minimum radial dimension and the 53-foot maximum radial dimension for the variable width private street easement along 96th Street from 96th Place to Airport Boulevard be provided in accordance with Modified Collector Street standards, on an alignment satisfactory to the City Engineer.
- 19. That any surcharge fee in conjunction with the street merger request be paid.
  - 20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
  - 21. That all private street easements be shown on the final map and be included as part of the adjacent lots.
  - 22. The appropriate private street names be assigned created by the subdivision satisfactory to the City Engineer.

23. That the subdivider make a request to the West Los Angeles District and LAMP Office of the Bureau of Engineering to determine capacity of the existing sewer in the area.
24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the LAMP Division ~~west Los Angeles Engineering District Office~~. Provide legal descriptions for all required sanitary sewer and storm drain easements on the Final Map.).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgement of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval.
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal code (Private Street Regulations).
28. That the public street and private street right of way requirements outlined herein be permitted minor adjustment to be made, based on the actual B-permit plan check process.
29. That the limits of public street and alley right of way being merged outlined here in be permitted minor adjustments to be made based on the actual B-permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed, where suitably guaranteed may mean guaranteed by LAWA via a written agreement or departmental memorandum directed to the Los Angeles Department of Public Works, Bureau of Engineering:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:
    - i. Concrete curbs, concrete gutters, and 15-foot (westerly of Jetway Boulevard new "A" Street) and 10-foot wide (~~easterly of new "A" Street~~) concrete sidewalks with tree wells.

- ii. Suitable surfacing to provide a 40-foot half roadway.
- iii. ~~Construct access ramps at the intersection corners with Airport Boulevard, new "A" Street and Jenny Avenue if it is to remain as a private street.~~

Construct access ramps at the southeast and southwest corners of Jetway Boulevard and Westchester Parkway. Construct and access ramp at the southwest corner of Airport Boulevard and Westchester Parkway. Construct a new driveway entrance with ADA access ramps at the intersection of merged Jenney Avenue and Westchester Parkway.

- iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. ~~Improve Arbor Vitae Street adjoining this subdivision by the construction of the following:~~

Improve the south side of Arbor Vitae Street from the alley east of Airport Boulevard to the eastern limit of Maintenance Drive adjoining this subdivision with the construction of the following:

- i. ~~A concrete curb, a concrete gutter, and a 13.5 foot concrete sidewalk with tree wells in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).~~

Widen Arbor Vitae Street by 3.5 feet and construct integral concrete curb, 6-foot concrete surfacing, and a 6-foot concrete sidewalk to abut the new property line. Construct a new alley intersection, with ADA compliant ramps.

- ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
- iii. ~~Access ramps at the southeast and southwest corner intersections with New Maintenance Drive, intersections with New "D" Street and adjacent alley.~~
- iv. Any necessary removal and reconstruction of existing improvements.

- v. The necessary transitions to join the existing improvements.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
  - i. ~~New concrete curb, 2-foot gutter, and minimum 12-foot (easterly side adjoining the subdivision), and minimum 18-foot wide (westerly side) concrete sidewalk with tree wells. On the west side of Airport Boulevard from Westchester Parkway to 96th Place, construct new concrete curb, 2-foot gutter, and an 18-foot wide concrete sidewalk with tree wells. On the east side of Airport Boulevard from 93rd Street to 96th Street, construct new integral curb, 2-foot gutter, and new 12-foot wide concrete sidewalk with tree wells.~~
  - ii. ~~Suitable surfacing to join the existing pavements and to provide a minimum total 96-foot roadway width. improvements to complete a 70-foot wide half roadway.~~
  - iii. ~~Access ramps at the corner intersections with 94<sup>th</sup> Street New "B" Private Street, West 93rd Street and West 96th Street, 96th Place, and concrete bus pad as proposed.~~
  - iv. ~~Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.~~
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements, ~~including any fences and other encroachments within the remainder public right of way after the merger.~~
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
  - i. ~~On the south side abutting Lot 12, construct a 35-foot half roadway, new concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk abutting the new property line with tree wells. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells. New concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk with tree wells on the northerly and southerly sides adjoining the subdivision.~~
  - ii. ~~Suitable surfacing to join the existing pavements and to provide a minimum 46-foot wide total roadway. Suitable surfacing to join the~~

existing pavements to provide a minimum 46-foot wide roadway between Maintenance Drive and Airport Boulevard.

- iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
- iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of a 35-foot minimum curb radius cul-de-sac at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve West 98th Street westerly of Jetway Boulevard ~~New "A" Street~~ adjoining this subdivision by the construction of the following: ~~new concrete curb, 2-foot gutter and 13-foot wide concrete sidewalk with tree wells.~~
  - i. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iv. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
- h. Improve West 98th Street easterly of Jetway Boulevard ~~New "A" Street~~ adjoining Lots 7 and 8 ~~this subdivision~~ by the construction of the following:
  - i. Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells.

- ii. Suitable surfacing to join the existing pavements and to provide a 70-foot wide total roadway width. 50-foot wide half roadway width on an alignment satisfactory to the City Engineer.
  - iii. New intersection with access ramps at the corners intersections with New Jetway Boulevard "A" Private Street for ADA compliance satisfactory to the City Engineer.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- i. Improve West 93rd Street east of Airport Boulevard adjoining the subdivision of by the construction of the following: adjoining the subdivision by the construction of suitable turnaround area at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Replace broken sidewalk, curb and 2-foot gutter along the south side of West 93rd Street and install tree wells and close all unused driveways. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas.
- i. Construct a 37-foot radius cul-de-sac and new concrete sidewalk abutting the property line adjacent to cul-de-sac at the easterly terminus satisfactory to BOE LAMP Division.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
- j. Reconstruct all alleys adjoining the subdivision with asphalt pavement and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.
- Reconstruct the 20-foot alley east of Airport Boulevard between Arbor Vitae Street and 93rd Street with suitable surfacing and 2-foot wide longitudinal concrete gutter. Close entrances to the merged alley intersection south of Arbor Vitae Street westerly of Maintenance Drive.

- k. ~~Construct a new roadway for New "A" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval. That suitable traffic access and circulation open to the public between the new easterly terminus of West 96th Street and Airport Boulevard, or satisfactory turning area open to the public in the vicinity of the new terminus of West 96th Street, or other suitable arrangement, be guaranteed by LAWA via a written agreement or departmental memorandum directed to the Bureau of Engineering, until New "A" Street (Private Street) is constructed between Westchester Parkway and Century Boulevard and open to the public, satisfactory to the City Engineer.~~

Improve New Jetway Boulevard (Private Street) from Westchester Parkway to 98th Street adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk.
  - ii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iii. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - iv. On the north side between Maintenance Drive and Airport Boulevard, construct an 11-foot half roadway, new integral concrete curb, 2-foot gutter and a new 19-foot wide concrete sidewalk abutting the existing property line with tree wells.
  - v. Any necessary removal and reconstruction of existing improvements.
- l. ~~Construct a new roadway for New "B" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.~~

Improve 94th Street (Private Street) from Airport Boulevard to Jetway Boulevard adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 8-foot concrete sidewalk abutting the north and south side of the private street.



- ii. Suitable surfacing to provide an 80-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. If necessary, construct any midblock ADA access ramps satisfactory to the City Engineer.
  - iv. Any necessary removal and reconstruction of existing improvements.
- m. ~~Construct a new roadway for New "D" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.~~

Improve new Maintenance Drive (Private Street) from Arbor Vitae Street to West 96th Street adjoining the subdivision with the construction of the following:

- i. Concrete curb, and 2-foot gutter and an 11.5-foot concrete sidewalk abutting the private street easement line on the east side and 6.5-foot concrete sidewalk abutting the private street easement line on the west side.
  - ii. Suitable surfacing to provide a 60-foot wide roadway on an alignment satisfactory to the City Engineer.
  - iii. Any necessary removal and reconstruction of existing improvements.
- n. Construct main line and house connection sewers within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.
- ~~p. Provide a 16-foot and variable width sidewalk easement along the northerly side of 96th Street between Vicksburg Avenue and "A" Street (Private Street) for entrance to bus terminal, as called out on plan BR402869, to the satisfaction of the LAMP Division.~~
- g. Improve 96th Street (Private Street) easterly of Jetway Boulevard to Airport Boulevard adjoining the subdivision with the construction of the following:

- i. On the north side of the 96th Street, construct a concrete curb, and 2-foot gutter, 5-foot parkway (no sidewalk) and provide a 15-foot to 20-foot variable half roadway on an alignment satisfactory to the City Engineer.
- ii. On the south side of 96th Street (Private Street), construct a concrete curb, and 2-foot gutter, 15-foot wide half roadway and concrete sidewalk abutting the easement line.
- iii. Widen the south side of 96th Street approximately 600 feet east of Jetway Boulevard to allow for the construction of a 195-foot by 12-foot bus turnout area with ADA compliant mid-block access ramps.
- r. Improve 96th Street (Private Street) westerly of Jetway Boulevard to Sepulveda Boulevard adjoining the subdivision with the construction of the following:
  - i. new concrete sidewalk and tree wells to abut the new property line on the north side of the street.
  - ii. ADA compliant access ramps at the Metro Bus Station entrance.
  - iii. At the entrance of the intersection of Skyway, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iv. A At the northeast corner of the intersection of Sepulveda Boulevard, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
  - iii. On the south side, new sidewalk and tree wells to abut Lots 9 and 14.
  - vi. At the southeast corner of the intersection of Vicksburg Avenue, ADA compliant access ramps, integral concrete curb and 2-foot gutter and concrete sidewalk to abut the adjacent property line.
- s. Improve Sepulveda Eastway from Sepulveda Boulevard along the property frontage (Lot 13) to the Collect Street Standard by the construction of the following:
  - i. Repair and/or replace any broken or off/grade concrete sidewalk, integral concrete curb and gutter and trim conflicting tree roots satisfactory to the StreetsLA (Urban Forestry) of the City of Los Angeles.

- ii. Close all unused driveways to the satisfaction of the City Engineer.
- iii. Provide an unobstructed ADA compliant pedestrian access route to the satisfaction of the City Engineer.
- t. Reconstruct all alleys adjoining the subdivision with suitable surfacing and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.

#### **BUREAU OF STREET SERVICES, URBAN FORESTRY DIVISION – SPECIFIC CONDITIONS**

46. Existing trees within Vesting Tentative Tract No. 74322 are identified in tree inventories titled “Inventory of City of Los Angeles Street Trees”, prepared by Carlberg Associates on January 2015 and August 15, 2016. Removal of any trees identified in the “Inventory of City of Los Angeles Street Trees” or any other trees that are located within the Public Street Easements to be merged with Vesting Tentative Tract No. 74322, shall require Board of Public Works approval per LAMC Chapter 4, Article 2, Sections 62.161, 62.162, and 62.169. A tree removal application shall be submitted to the Bureau of Street Services, Urban Forestry Division. The applicant shall fulfill the 2:1 tree replacement policy. The CEQA document must address all tree removals in Public Street Easements.

Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services. Parkway tree removals shall be replanted at a 2: 1 ratio. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree plantings, the sub divider or contractor shall notify the Urban Forestry Division at: (213) 847-3077 upon completion of construction to expedite tree planting.

47. Replacement/Mitigation trees within the public right-of-way shall be installed per the City Standard Plans and the Bureau of Street Services tree planting policies.
48. Upon compliance with its conditions and requirements, the Bureau of Street Services will forward the necessary clearances to the Bureau of Engineering (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-3(d)).

#### **NOTES:**

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

#### **FINDINGS OF FACT (CEQA)**

FIND, based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in LAX Landside Access Modernization Program Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) certified on June 7, 2017 and adopted Addendum dated September 2018; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required for approval of the Project.

#### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322-M2, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on

October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The Vesting Tentative Tract Map continues to describe and illustrate a land uses for Airport Landside and Airport Landside Support uses within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan). There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Los Angeles International Airport Specific Plan and the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision for 15 lots ranging in size from approximately 0.468 acres to 49.835 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly support the development and use of the property for the facilities that the subdivision would enable.

Section 17.05-C of the Los Angeles Municipal Code enumerates design standards for Subdivisions and requires that each subdivision map be designed in conformance with the Street Design Standards and in conformance to the General Plan. LAMC Section 17.06-B lists the map requirements for a tentative tract map. The Vesting Tentative Tract Map was prepared by a Registered Professional Engineer and contains the required components, dimensions, areas, notes, legal description, ownership, applicant, and site address information as required by the Los Angeles Municipal Code ("LAMC"). The map provides the required components of a tentative tract map.

Therefore, the revised tentative map is substantially consistent with the applicable General Plan affecting the project site and demonstrates compliance with Sections 17.01 and 17.06-B of the Los Angeles Municipal Code.

- (b) THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to

be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5.”

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a significant portion of the property is under construction with portions of the Automated People Mover and APM Maintenance Facility. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 138 net acres (approximately 6,001,043 square feet). The proposed subdivision for 15 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City’s General Plan, contains the following policies related to mobility and circulation:

Policy 2.14 Street Design. Designate a street’s functional classification based upon its current dimensions, land use context, and role.

Policy 2.17 Street Widenings. Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

Policy 3.2 People with Disabilities. Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae Street, north of the project, is designated as a Boulevard II (Modified), having an approximately 98-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 88 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.



Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the revised tract map, including the design and improvement of the map, is consistent with the intent and purpose of the applicable General and Specific Plans.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

The property consists of approximately 138 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of

approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11, and 13-15 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). The remaining proposed Lots 5-8, 10, and 12 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

(d) **THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.**

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on

October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety. Thus, the site continues to be physically suitable for the proposed density of development.

- (e) THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The previously certified and adopted Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014 and subsequent adopted Addendum dated September 2018, identified potential adverse impact on wildlife resources, air, water, plant life, or animal life; a finding of Overriding Consideration was adopted in conjunction with the approval of Case No. CPC-2016-3390-GPA-ZC-SP, which also considered the subdivision largely as proposed herein. Measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan.

Furthermore, the project site, as well as the surrounding area are presently developed with structures and do not provide a natural habitat for either fish or wildlife. Therefore, the project will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- (f) THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

The proposed subdivision, and subsequent improvements, are subject to the provisions of the Los Angeles Municipal Code (e.g., the Fire Code, Planning and Zoning Code, Health and Safety Code) and the Building Code. Other health and safety related requirements, as mandated by law, would apply where applicable to ensure the public health and welfare (e.g., asbestos abatement, seismic safety, flood hazard management). There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The proposed tract modification would permit changes to various Bureau of Engineering and Bureau of Street Services-Urban Forestry Division conditions of approval. The scope of the project remains in substantial conformance to the project approved in conjunction with Vesting Tentative Map No. 74322 approved on December 27, 2017, and the first modification (VTT-74322-M1) approved on October 19, 2019. The revised map retains the same number of lots (15) and map boundaries.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community. Therefore, the design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

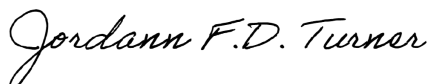
Vesting Tentative Tract Map 74322-M2 shows all other public utility, sanitary sewer, flood control, street trees and lighting, and communications easements, and describes the status of each easement as to whether it will remain, be merged by the final map, or quitclaimed, as appropriate. Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue

to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Necessary public access for roads and utilities will be acquired by the City prior to recordation of the proposed map. Therefore, the design of the subdivision and the proposed improvements would not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)
- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
  - 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
  - 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
  - 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
  - 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and finals maps for Vesting Tentative Tract Map No. 74322-M2. All other conditions of approval and mitigation measures from the previously approved VTT-74322 and VTT-74322-M1 shall remain.

VINCENT P. BERTONI, AICP  
Advisory Agency



Jordann Turner  
Deputy Advisory Agency

VPB:JO:JT

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

**Downtown**

Figueroa Plaza  
201 North Figueroa Street, 4th  
Floor  
Los Angeles, CA 90012  
(213) 482-7077

**San Fernando Valley**

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room  
251  
Van Nuys, CA 91401  
(818) 374-5050

**West Los Angeles**

West Los Angeles Development  
Services Center  
1828 Sawtelle Boulevard, 2nd  
Floor  
Los Angeles, CA 90025

**Forms are also available on-line at <http://planning.lacity.org>**

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

If you have any questions, please call Development Services Center staff at (213) 482-7077, (818) 374-5050, or (310) 231-2598.





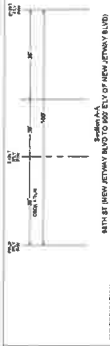


# VESTING TENTATIVE TRACT MAP 74322

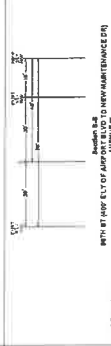
## MERGER & RESUBDIVISION FOR 15 GROUND LOTS

### WEST ITF

SEGMENT B:  
98TH ST



SEGMENT C:  
96TH ST



SEGMENT D:  
NEW 94TH ST



SEGMENT E:  
WESTCHESTER



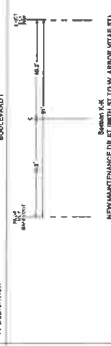
SEGMENT F:  
NEW JETWAY BLVD



SEGMENT G:  
AIRPORT BLVD



SEGMENT H:  
NEW MAINTENANCE DR



**DEPARTMENT OF  
CITY PLANNING**

COMMISSION OFFICE  
(213) 978-1300

**CITY PLANNING COMMISSION**

**SAMANTHA MILLMAN**  
PRESIDENT

**VAHID KHORSAND**  
VICE-PRESIDENT

**DAVID H. J. AMBROZ**  
CAROLINE CHOE

HELEN LEUNG

KAREN MACK

MARC MITCHELL

VERONICA PADILLA-CAMPOS

DANA M. PERLMAN

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**EXECUTIVE OFFICES**

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DIRECTOR

**KEVIN J. KELLER, AICP**  
EXECUTIVE OFFICER

**SHANA M.M. BONSTIN**  
DEPUTY DIRECTOR

**TRICIA KEANE**  
DEPUTY DIRECTOR

**ARTHI L. VARMA, AICP**  
DEPUTY DIRECTOR

**LISA M. WEBBER, AICP**  
DEPUTY DIRECTOR

Decision Date: October 11, 2019

Appeal End Date: October 21, 2019

Samantha Bricker (A)(O)  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

Evelyn Quintanilla (R)  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

CASE NO. VTT-74322-M1  
MODIFIED VESTING TENTATIVE  
TRACT  
Multiple Addresses within the Airport  
Landside Subarea of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014,  
and September 2018 Addendum  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code (LAMC), the Advisory Agency considers ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) as the environmental clearance, adopted the Mitigation Monitoring Program, and approved Modified Vesting Tentative Tract No. 74322-M1, composed of 15 lots, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway (inclusive) located between Belford Avenue and Bellanca Avenue, as shown on **map stamp-dated June 28, 2018** in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

## **BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right-of-way in accordance with the Collector Street standard. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
2. That a 5-foot and variable width strip of land be dedicated along Westchester Parkway westerly of newly proposed "A" Street (Private Street) to complete a 55-foot half right-of-way in accordance with Boulevard II of Mobility Plan 2035. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
3. That a 6-foot wide strip of land be dedicated along Arbor Vitae Street (between the alley east of Airport Boulevard and alley east of Belford Avenue) to complete a 48-foot half right-of-way in accordance with Modified Boulevard II, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 96 feet.
4. That a variable width strip of land be dedicated along portion of Airport Boulevard to provide a 128-foot and 131-foot total right-of-way, as shown on the revised tentative map dated June 28, 2018, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 93rd Street, West 96th Street, and West 96th Place.
5. That an 18-foot strip of land be dedicated along the southerly side of West 96th Street adjoining Lot 12 as proposed by the applicant shown on revised tentative map dated June 28, 2018.
6. That a 45-foot radius, unsymmetrical cul-de-sac at the intersection of 96th Street and 96th Place, substantially as shown on the revised tentative map dated June 28, 2018, satisfactory to the City Engineer.
7. That a 35-foot strip of land and variable width dedication along the northerly portion of West 98th Street along Lot 7 and Lot 8, as shown on the revised tentative map dated June 28, 2018, also including the area at the intersection of proposed "A" Private Street along Lot 14, be dedicated, including a 20-foot radius property line return.

8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 14 to complete a 33-foot half right-of-way per Modified Boulevard II standard, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 66 feet. In the event that suitable evidence is submitted demonstrating that the Federal Aviation Administration objects to the dedication, a Grant of Rights to the Public Works Department or other suitable solution satisfactory to the City Engineer may be provided prior to recordation of the final map in lieu of a dedication.
9. That sufficient variable width right-of-way be dedicated for the construction of a partial turn-a-round area at the terminus of southerly West 93rd Street adjoining Lot 10 substantially as shown on revised tentative map dated June 28, 2018.
10. That a 110-foot and variable to 135-foot width private street easement be provided for "A" Street (Private Street) substantially as shown on revised tentative map dated June 28, 2018, on an alignment satisfactory to the City Engineer, including 15-foot and 20-foot radius easement line returns at the intersections with Westchester Parkway, West 96th Street and West 98th Street.
11. That a 110-foot private street easement be provided for "B" Street (Private Street) on an alignment satisfactory to the City Engineer, including cut corners at the intersection with "A" Street (Private Street), substantially as shown on revised tentative map dated June 28, 2018, and 20-foot radius easement line returns at the intersection with Airport Boulevard.
12. That a 91-foot wide private street easement for "D" Street (Private Street) as shown on the revised tentative map dated June 28, 2018 be provided on an alignment satisfactory to the City Engineer including 20-foot radius easement return at the intersections with Arbor Vitae Street and with 96th Street.
13. That Department of the City Planning determine that the Proposed merger areas are consistence with all applicable General Plan Elements and Highway and Circulation Elements for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX Area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between proposed "A" Street and Airport Boulevard with the recordation of the final map prior to the actual construction of proposed "A" Street.
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining and within the subdivision tract boundary shown on the revised tentative map, be

permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:

- a. That a 6-foot wide strip of land along northerly of West 96th Street and the air space area of the proposed elevated Automated People Mover, approximately 30 feet above finished surface and adjoining Lot 10 and Lot 11 as shown on revised tentative map dated June 28, 2018, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.
- b. That portion of West 96th Street between "A" Street (Private Street) and Airport Boulevard as shown on revised tentative map dated June 28, 2018 be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code. The intersection of proposed merger and "A" Private Street should be clearly delineated on final map if portion of the merger will be part of "A" Private Street easement. The applicant shall determine on final map if merger of West 96th Street will remain as private property, private driveway or private street easement.
- c. That Kittyhawk Avenue, a portion of Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue, Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.
- d. That the east/west alley n/o West 93rd Street and westerly of New "D" Street, portion of West 93rd Street, east/west alley s/o West 93rd Street westerly of Belford Avenue, West 95th Street westerly of Belford Avenue, alleys s/o West 95th Street, Belford Avenue between 93rd Street and 96th Street, and Belford Avenue southerly of 96th Street within and adjoining subdivision be permitted to be merged as shown on revised tentative map dated June 28, 2018.
- e. That the proposed air space area of the elevated Automated People Mover Crossing and Guideway, approximately 30 feet above finished elevation on West 98th Street, be permitted to be merged as shown on revised tentative map dated June 28, 2018. The width of this airspace merger area shall be clearly delineated on the final map.
- f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
- g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.

- h. That satisfactory arrangements be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.
  - i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
  - j. That the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street be permitted to be merged, as shown on the revised tentative map dated June 28, 2018.
  - k. That consent to the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street and waivers of any damages that may accrue as a result of such mergers be obtained from all adjoining property owners.
  - l. That suitable evidence of lot-tie or other arrangement satisfactory to the City Engineer be provided for: Lots 175 and 176 of Tract 13711, and the vacated portions of 96th Street vacated by VAC 92-2102193, adjoining 96th Street and 96th Place being merged, to prevent the creation of landlocked parcels.
17. That the petitioners record a Covenant and Agreement to run with the land pertaining to the Automated People Mover (APM) over public street (Airport Boulevard) to include the following:
- a. That the owners be required to provide maintenance support to all elements of the elevated Automated People Mover (APM) within the proposed airspace merger area as well as structures in the private property for safety and usability to the satisfaction of the City Engineer. The City shall be given reasonable access to the structure within and adjacent to the limited dedication areas for this purpose upon request during normal business hours. The City may request the owner to repair or replace damaged, defective or unsafe structural elements or to correct unacceptable conditions at the owner's expense if the owner elects not to do so or does not respond within a reasonable time. Owners shall grant reasonable access to the City's contractor to make said repairs.
  - b. That the owner shall be required to limit use of the structure within the merger airspace area to people mover. No storage of combustibles will be allowed or will any other use or occupancy be allowed except as approved in writing by the Department of Building and Safety and the Department of Public Works.
18. That the following conditions for Automated People Mover (APM) structures within the merged areas over public street be complied with satisfactory to the City Engineer:

- a. That the owners obtain approval of the City Engineer for any substantial structural modification within the area and for any structural element outside the merged area with provides lateral or vertical support to the structures within the merged areas.
  - b. That plans of structural details shown on standard size City sheets and structural calculations of the proposed APM, both signed by a Civil or Structural Engineer registered in the State of California be submitted to the City Engineer for review and approval.
  - c. That a Class "B" permit be obtained from the Bureau of Engineering and that a deposit be made with said Bureau sufficient to cover the City's cost for plan checking, construction inspections, and incidental costs relative thereof.
  - d. That a building permit from the Department of Building and Safety be obtained for the construction of the portion of the structure located within the private property.
  - e. That the owners provide and maintain a policy of general liability insurance in the amount not less than \$2,000,000.00 combined single limit per occurrence. Evidence of such insurance shall be on the City's General Liability Special Endorsement from or other forms acceptable to the City Attorney and shall provide coverage for premises/operations and contractual liability.
  - f. That a Waiver of Damages Agreement and an Indemnification Agreement and Right of Ingress and Egress-Covenant to run with the land be executed by the owners. The form shall be submitted to the Bureau of Engineering for approval, and subsequently be recorded relieving the City of any liability arising from the construction, maintenance and use of the proposed Automated People Mover (APM) structure. The forms for these agreements can be obtained from the Bureau of Engineering, Central District Office, B-Permit Section located at 201 N. Figueroa Street, Los Angeles 90012. This Waiver of Damage and Indemnification Agreement should also be shown on the final tract map.
19. That any surcharge fee in conjunction with the street merger request be paid.
20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
21. That all private street easements be shown on the final map and be included as part of the adjacent lots.



22. That appropriate private street names be assigned created by this subdivision satisfactory to the City Engineer.
23. That the subdivider make a request to the West Los Angeles District office of the Bureau of Engineering to determine the capacity of the existing sewer in the area.
24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the west Los Angeles Engineering District Office).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgment of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal Code (Private Street Regulations).
28. That the public street and private street right-of-way requirements outlined herein be permitted minor adjustments to be made, based on the actual B-Permit plan check process.
29. That the limits of public street and alley rights-of-way being merged outlined herein be permitted minor adjustments to be made based on the actual B-Permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed, where suitably guaranteed may mean guaranteed by LAWA via a written agreement or departmental memorandum directed to the Los Angeles Department of Public Works, Bureau of Engineering:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:

- i. Concrete curbs, concrete gutters, and 15-foot (westerly of new "A" Street) and 10-foot wide (easterly of new "A" Street) concrete sidewalks with tree wells.
  - ii. Suitable surfacing to provide a 40-foot half roadway.
  - iii. Construct access ramps at the intersection corners with Airport Boulevard, new "A" Street and Jenny Avenue if it is to remain as a private street.
  - iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. Improve Arbor Vitae Street adjoining this subdivision by the construction of the following:
  - i. A concrete curb, a concrete gutter, and a 13.5-foot concrete sidewalk with tree wells in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - iii. Access ramps at the intersections with New "D" Street and adjacent alley.
  - iv. Any necessary removal and reconstruction of existing improvements.
  - v. The necessary transitions to join the existing improvements.
  - vi. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
  - i. New concrete curb, 2-foot gutter, and minimum 12-foot (easterly side adjoining the subdivision), and minimum 18-foot wide (westerly side) concrete sidewalk with tree wells.

- ii. Suitable surfacing to join the existing pavements and to provide a minimum total 96-foot roadway width.
  - iii. Access ramps at the corner intersections with New "B" Private Street, West 93rd Street and West 96th Street, 96th Place and concrete bus pad as proposed.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
- i. New concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk with tree wells on the northerly and southerly sides adjoining the subdivision.
  - ii. Suitable surfacing to join the existing pavements and to provide a minimum 46-foot wide total roadway.
  - iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of a 35-foot minimum curb radius cul-de-sac at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve West 98th Street westerly of New "A" Street adjoining this subdivision by the construction of new concrete curb, 2-foot gutter and 13-foot wide concrete sidewalk with tree wells.

- h. Improve West 98th Street easterly of New "A" Street adjoining this subdivision by the construction of the following:
  - i. Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells.
  - ii. Suitable surfacing to join the existing pavements and to provide a 70-foot wide total roadway width.
  - iii. New intersection with access ramps at the corners intersections with New "A" Private Street for ADA compliance satisfactory to the City Engineer.
  - iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- i. Improve West 93rd Street adjoining the subdivision by the construction of suitable turnaround area at the terminus satisfactory to the BOE LAMP Division, access ramps for ADA compliance at the intersections with Airport Boulevard. Replace broken sidewalk, curb and 2-foot gutter along the south side of West 93rd Street and install tree wells and close all unused driveways. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas.
- j. Reconstruct all alleys adjoining the subdivision with asphalt pavement and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.
- k. Construct a new roadway for New "A" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval. That suitable traffic access and circulation open to the public between the new easterly terminus of West 96th Street and Airport Boulevard, or satisfactory turning area open to the public in the vicinity of the new terminus of West 96th Street, or other suitable arrangement, be guaranteed by LAWA via a written agreement or departmental memorandum directed to the Bureau of Engineering, until New "A" Street (Private Street) is constructed between Westchester Parkway and Century Boulevard and open to the public, satisfactory to the City Engineer.

- l. Construct a new roadway for New "B" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- m. Construct a new roadway for New "D" Street (Private Street) as proposed on the revised tentative map dated June 28, 2018, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- n. Construct main line and house connection sewers within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.
- p. Provide a 16-foot and variable width sidewalk easement along the northerly side of 96th Street between Vicksburg Avenue and "A" Street (Private Street) for entrance to bus terminal, as called out on plan BR402869, to the satisfaction of the LAMP Division.

#### **DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION**

31. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site, and a Clearance Letter will be issued, once the following items have been satisfied:
- a. Obtain permits for the demolition or removal of all existing structures on the site. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work; OR,
  - b. Show that the existing structures to remain are in compliance with the opening protection, fire-resistiveness, and exiting requirements as required per the Building Code and the uses, setbacks, driveway access, and required parking per the Zoning Code within each lot.
  - c. [deleted]
  - d. Obtain approval and comply with all conditions from Bureau of Engineering for the proposed merger of the public streets and alley.
  - e. Obtain approval and comply with all conditions from Bureau of Engineering and Fire Department for the proposed Private Streets.

- f. Show all street dedication(s) as required by Bureau of Engineering and provide net lot area after all dedication. "Area" requirements shall be re-checked as per net lot area after street dedication.

Notes:

The proposed building plans have not been checked for and shall comply with Building and Zoning Code requirements. With the exception of revised health or safety standards, the subdivider shall have a vested right to proceed with the proposed development in substantial compliance with the ordinances, policies, and standards in effect at the time the subdivision application was deemed complete. Plan check will be required before any construction, occupancy or change of use.

If the proposed development does not comply with the current Zoning Code, all zoning violations shall be indicated on the Map.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Laura Duong at (213) 482-0434 to schedule an appointment.

## DEPARTMENT OF TRANSPORTATION

- 32. That the project be subject to recommendations from the Department of Transportation.
  - a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line when driveway is serving less than 100 parking spaces. Reservoir space will increase to 40-feet and 60-feet when driveway is serving more than 100 and 300 parking spaces respectively.
  - b. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk (not applicable when driveways serve not more than two dwelling units and where the driveway access is to a street other than a major or secondary highway), LAMC 12.21 A.
  - c. Project should be in compliance with attached Transportation Improvement and Mitigation Program.
  - d. This project is subject to the Los Angeles Coastal Transportation Corridor Specific Plan requirements. A parking area and driveway plan shall be submitted to the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Final DOT approval should be accomplished by submitting detailed site/driveway plans at a scale of 1"=40' to DOT's West LA/Coastal

Development Review Section located at 7166 W. Manchester Ave., Los Angeles, 90045. For an appointment, call (213) 485-1062.

## **FIRE DEPARTMENT**

33. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
- a. Submittal of plot plans for Fire Department review and approval prior to recordation of Tract Map Action.
  - b. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - c. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.
  - d. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
  - e. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky.
  - f. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
  - g. Submit plot plans indicating access road and turning area for Fire Department approval.
  - h. Private streets shall be recorded as Private Streets, **AND** Fire Lane. All private street plans shall show the words "Private Street and Fire Lane" within the private street easement.
  - i. All parking restrictions for fire lanes shall be posted and/or painted prior to any Temporary Certificate of Occupancy being issued.
  - j. Plans showing areas to be posted and/or painted, "FIRE LANE NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application sign-off.



- k. Electric Gates approved by the Fire Department shall be tested by the Fire Department prior to Building and Safety granting a Certificate of Occupancy.
- l. Private streets and entry gates will be built to City standards to the satisfaction of the City Engineer and the Fire Department.
- m. Construction of public or private roadway in the proposed development shall not exceed 15 percent in grade.
- n. Private development shall conform to the standard street dimensions shown on Department of Public Works Standard Plan S-470-0.
- o. Standard cut-corners will be used on all turns.
- p. The Fire Department may require additional vehicular access where buildings exceed 28 feet in height.
- q. The Fire Department may require additional roof access via parapet access roof ladders where buildings exceed 28 feet in height, and when overhead wires or other obstructions block aerial ladder access.
- r. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot plan.
- s. That in order to provide assurance that the proposed common fire lane and fire protection facilities, for the project, not maintained by the City, are properly and adequately maintained, the sub-divider shall assure the following:
  - A. The establishment of a property owners association, which shall cause a yearly inspection to be, made by a registered civil engineer of all common fire lanes and fire protection facilities. The association will undertake any necessary maintenance and corrective measures. Each future property owner shall automatically become a member of the association or organization required above and is automatically subject to a proportionate share of the cost.
  - B. The future owners of affected lots with common fire lanes and fire protection facilities shall be informed of their responsibility for the maintenance of the devices on their lots. The future owner and all successors will be presented with a copy of the maintenance program for their lot. Any amendment or modification that would defeat the obligation of said association as the Advisory Agency must approve required hereinabove in writing after consultation with the Fire Department.

- C. In the event that the property owners association fails to maintain the common property and easements as required by the CC and R's, the individual property owners shall be responsible for their proportional share of the maintenance.
- D. Prior to any building permits being issued, the applicant shall improve, to the satisfaction of the Fire Department, all common fire lanes and install all private fire hydrants to be required.
- E. That the Common Fire Lanes and Fire Protection facilities be shown on the Final Map.
- t. The plot plans shall be approved by the Fire Department showing fire hydrants and access for each phase of the project prior to the recording of the final map for that phase. Each phase shall comply independently with code requirements.
- u. The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting please call **(213) 482-6509**. You should advise any consultant representing you of this requirement as well.

#### **DEPARTMENT OF WATER AND POWER**

- 34. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1.(c).)

#### **BUREAU OF STREET LIGHTING – SPECIFIC CONDITIONS**

- 35. Street Lighting clearance for this Street Light Maintenance Assessment District condition is conducted at 1149 S. Broadway Suite 200. Street Lighting improvement condition clearance will be conducted at the Bureau of Engineering District office, see condition S-3. (c).
- 36. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or

annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District.

37. Existing street lighting facilities shall be upgraded and or relocated and new street lighting facilities shall be installed to meet current BSL illumination standards on all existing and new roadways and sidewalks adjacent to and included within the boundary of the Tract Map. This includes LAWA private roadways/sidewalks where the BSL will operated and maintain the street lighting as requested by LAWA.

#### **BUREAU OF SANITATION**

38. Wastewater Collection Systems Division of the Bureau of Sanitation has inspected the sewer/storm drain lines serving the subject tract and found potential problems to their structure or potential maintenance problems, as stated in the memo dated June 8, 2017. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

#### **DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS**

39. Prior to the recordation of the final map, the subdivider shall assure, in a manner satisfactory to the Department of City Planning, the following:
  - a. Limit the proposed development to a maximum of 15 lots.
  - b. **Note to City Zoning Engineer and Plan Check.** The Advisory Agency has approved the following variations from the Los Angeles Municipal Code as it applies to this subdivision and the proposed development on the site:  
  
Not Applicable
  - c. The applicant shall install an air filtration system(s) to reduce the effects of diminished air quality on occupants of the project.
  - d. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
  - e. That the subdivider consider the use of natural gas and/or solar energy and consult with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.
  - f. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

40. That the subdivider shall assure compliance with the Los Angeles International Airport **Specific Plan** prior to the issuance of a building permit, grading permit and the recordation of the final tract map.
41. Prior to the issuance of a grading permit, the subdivider shall assure compliance with the following haul route conditions:
- a. Designated Truck Routes. For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets). Streets to be used are limited to:
    - Aviation Boulevard (Imperial Highway to Manchester Boulevard)
    - Manchester Boulevard (Aviation Boulevard to I-405)
    - Florence Avenue (Aviation Boulevard to I-405)
    - La Cienega Boulevard (north of Imperial Highway)
    - Pershing Drive (Westchester Parkway to Imperial Highway)
    - Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
    - Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
    - Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
    - Imperial Highway (Pershing Drive to I-405)
    - I-405
    - I-105
  - b. Designated Truck Delivery Hours. To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
  - c. Stockpile Locations. All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.
  - d. Trucks shall be restricted to 10-wheel dump trucks or smaller for streets with a width of 25 feet or less. Eighteen-wheel dump trucks are permitted on streets with a width greater than 25 feet. **There shall be no staging or parking of construction vehicles on any of the streets.**

- e. The Emergency Operations Division, Specialized Enforcement Section of the Los Angeles Police Department shall be notified prior to the start of hauling (213) 486-0777.
- f. Streets shall be cleaned of spilled materials at the termination of each work day.
- g. The final approved haul routes and all the conditions of approval shall be available on the job site at all times.
- h. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- i. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
- j. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- k. All trucks are to be watered at the job site to prevent excessive blowing dirt.
- l. All trucks are to be cleaned of loose earth at the job site to prevent spilling. Any material spilled on the public street shall be removed by the contractor.
- m. The applicant shall be in conformance with the State of California, Department of Transportation, policy regarding movements of reducible loads.
- n. All regulations set forth in the State of California Department of Motor Vehicles pertaining to the hauling of earth shall be complied with.
- o. A Truck Crossing warning sign shall be placed 300 feet in advance of the exit in each direction.
- p. One flag person(s) shall be required at the job and dump sites to assist the trucks in and out of the project area. Flag person(s) and warning signs shall be in compliance with Part II of the 1985 Edition of Work Area Traffic Control Handbook.
- q. The City of Los Angeles, Department of Transportation, telephone (213) 485-2298, shall be notified 72 hours prior to beginning operations in order to have temporary No Parking signs posted along the route, as needed.
- r. Any desire to change the prescribed routes must be approved by the concerned governmental agencies by contacting Street Services

Investigation and Enforcement Division at (213) 847-6000 before the change takes place.

- s. The permittee shall notify Street Services Investigation and Enforcement Division, (213) 847-6000, at least 72 hours prior to the beginning of hauling operations and shall also notify the Division immediately upon completion of hauling operations.
- t. A surety or cash bond shall be posted in an amount satisfactory to the City Engineer for maintenance of haul route streets. The forms for the bond will be issued by the Central Los Angeles District Engineering Office, 201 N. Figueroa Street, Land Development Section, Suite 1150, Los Angeles, CA 90012. Further information regarding the bond may be obtained by calling (213) 202-3495.

## DEPARTMENT OF CITY PLANNING - ENVIRONMENTAL MITIGATION MEASURES

42. **Construction Mitigation Conditions** - Prior to the issuance of a grading or building permit, or the recordation of the final map, the subdivider shall assure compliance with the following:

CM-1. That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**

- a. Locate the sign in a conspicuous place on the subject site or structure (if developed) so that it can be easily read by the public. The sign must be sturdily attached to a wooden post if it will be free-standing.
- b. Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period.
- c. If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres, or portion thereof. Each sign must be posted in a prominent location.

CM-2. [MM-AQ (LAMP)-1] Preferential Use of Renewable Diesel Fuel. LAWA will require the use of renewable diesel fuel in proposed Project construction off-road equipment and on-site, on-road trucks for at least 90 percent of diesel fuel demand. Renewable diesel fuel is available locally for fleetwide

use and has been shown to reduce criteria pollutant and greenhouse gas emissions from diesel engines.

CM-3. [LAX-AQ-1] Construction-Related Air Quality Control Measures.

- a. Post a publicly visible sign(s) with the telephone number and person to contact regarding dust complaints; this person shall respond and take corrective action within 24 hours.
- b. During construction, the contractor shall demonstrate that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.
- c. All roadways, driveways, sidewalks, etc., being installed as part of the project should be completed as soon as practical; in addition, building pads should be laid as soon as practical after grading.
- d. Prohibit idling or queuing of diesel-fueled vehicles and equipment in excess of five minutes. This requirement will be included in specifications for any LAX projects requiring on-site construction. Exemptions may be granted for safety-related and operational reasons, as defined by CARB or as approved by LAWA.
- e. All diesel-fueled equipment used for construction will be outfitted with the best available emission control devices, where technologically feasible, primarily to reduce emissions of diesel particulate matter (PM), including fine PM (PM<sub>2.5</sub>), and secondarily, to reduce emissions of NO<sub>x</sub>. This requirement shall apply to diesel-fueled off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators). (It is unlikely that this measure will apply to equipment with Tier 4 engines, as these engines typically already incorporate the best available emission control devices.) The emission control devices utilized in construction equipment shall be verified or certified by California Air Resources Board or US Environmental Protection Agency for use in on-road or off-road vehicles or engines. For multi-year construction projects, a reassessment of equipment availability, equipment fleet mixtures, and best available emissions control devices shall be conducted annually for equipment newly brought to the project site each year.
- f. Pave all construction access roads at least 100 feet onto the site from the main road.
- g. To the extent feasible, have construction employees commute during off-peak hours.



- h. Make access available for on-site lunch trucks during construction, as feasible and consistent with requirements pertaining to airport security, to minimize off-site worker vehicle trips.
- i. Utilize on-site rock crushing facility, when feasible, during construction to reuse rock/concrete and minimize off-site truck haul trips.
- j. Every effort shall be made to utilize grid-based electric power at any construction site, where feasible. Grid-based power can be from a direct hookup or a tie in to electricity from power poles. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- k. Suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of LAX.
- l. Prohibit tampering with construction equipment to increase horsepower or to defeat emission control devices.
- m. The contractor or builder shall designate a person or persons to ensure the implementation of all components of the construction-related measure through direct inspections, record reviews, and investigations of complaints.
- n. Locate rock-crushing operations and construction material stockpiles for all LAX-related construction in areas away from LAX-adjacent residents, to the extent possible, to reduce impacts from emissions of fugitive dust.
- o. On-road medium-duty and larger diesel-powered trucks used on LAX construction projects with a gross vehicle weight rating of at least 14,001 pounds shall, at a minimum, comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor requirements to utilize such on-road haul trucks or the next cleanest vehicle available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.
- p. All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor requirements to utilize Tier 4 (final) equipment or next cleanest equipment available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.

- q. The on-road haul truck and off-road construction equipment requirements set forth in Standard Air Quality Control Measures CM-3o. and CM-3p. above shall apply unless any of the following circumstances exist and the Contractor provides a written finding consistent with project contract requirements that:
- (1) The Contractor does not have the required types of on-road haul trucks or off-road construction equipment within its current available inventory and intends to meet the requirements of the Measures CM-3o. and CM-3p. as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Contractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
  - (2) The Contractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle, but the funding has not yet been provided due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with Measures CM-3o. and CM-3p., but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
  - (3) Contractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Measures CM-3o and CM-3p at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the requirements of Measures CM-3o and CM-3p, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.

- (4) Construction-related diesel equipment or vehicle will be used on the project site for fewer than 20 calendar days per calendar year. The Contractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this exception (Measure CM-3q) to circumvent the intent of Measures CM-3o and CM-3p.
- (5) Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three (3) leasing/rental companies that provide construction-related on-road trucks of the type specified in Measure CM-3o above (i.e., medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds) or diesel-powered off-road construction equipment such as the types to be used by the Contractor, documenting the availability/unavailability of the required types of trucks/equipment. LAWA will, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a 120 mile radius of LAX, which may be used in reviewing the acceptability of the Contractor's good faith efforts and due diligence.

In any of the situations described above, the Contractor/ Subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step down schedules in Table 1-A for Off-Road Equipment and Table 1-B for On-Road Equipment.

Nothing in the above shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.

How to use Table 1-A and Table 1-B: For example, if Compliance Alternative #1 is required by this policy but Contractor cannot obtain an off-road vehicle that meets the Tier 4 interim standard (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then Contractor shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 3 engine standard equipped with a Level 3 VDECS. Should Contractor not be able to supply a vehicle with a Tier 3 engine equipped with a Level 3 VDECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to Contractor's ability to obtain a vehicle meeting Compliance Alternative #2, Contractor shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If

Contractor is proposing an exemption for on-road equipment, the step down schedule in Table B should be used. Contractor must demonstrate that it has satisfied one of the exceptions listed above before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that Contractor has exercised due diligence in supplying the cleanest fleet available.

Table 1-A: Off-Road Vehicle Compliance Step-Down Schedule

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	Tier 4 <i>interim</i>	N/A*
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 3	Uncontrolled
8	Tier 2	Uncontrolled
9	Tier 1	Level 2
Equipment less than Tier 1, Level 2 shall not be permitted.		
* Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		

Table 1-B: On-Road Vehicle Compliance Step-Down Schedule

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	2007	N/A*
2	2004	Level 3
3	1998	Level 3
4	2004	Uncontrolled
5	1998	Uncontrolled
* 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

CM-4. [MM-N (LAMP)-1] Noise Curtains. LAWA shall require construction contractors to use noise curtains, noise blankets, temporary sound walls, or their equivalent during construction to shield nearby sensitive receptors from construction equipment-related noise when an increase of 5 dB(A) is projected to occur over the baseline exterior level. To verify efficiency of the noise reduction features, LAWA will measure construction noise levels at the closest sensitive receptors in compliance with City of Los Angeles standards. If noise levels exceed the 5 dB(A) increase, LAWA will implement additional technological solutions and installation equipment and

will repeat measuring construction noise levels, until an increase of 5 dB(A) does not occur.

CM-5. [LAX-N-1] Construction-Related Noise Control. The following measures shall be implemented to reduce construction-related noise impacts:

- a. Construction Noise Control
  - (1) For all projects near noise-sensitive uses, noise control devices shall be used and maintained, such as equipment mufflers, enclosures, and barriers. Natural and artificial barriers, such as ground elevation changes and existing buildings, may be used to shield construction noise from noise-sensitive uses.
  - (2) Stationary source equipment that is flexible with regard to relocation (such as generators and compressors) shall be located at the greatest distance practical from sensitive land uses, and unnecessary idling of equipment shall be prohibited.
- b. Construction Staging
  - (1) Construction operations shall be staged as far from noise-sensitive uses as feasible.
  - (2) Loading and unloading of heavy construction materials shall be located on-site and away from noise-sensitive uses, to the extent feasible.
- c. Equipment Replacement. Use "quiet-design" air compressors and other stationary noise sources when such technology/equipment is commercially available.
- d. Construction Scheduling. The timing and/or sequence of the noisiest on-site construction activities shall avoid sensitive times of the day, as feasible (9 p.m. to 7 a.m. Monday - Friday; 6 p.m. to 8 a.m. Saturday; anytime on Sunday or holidays).

CM-6. [MM-ST (LAMP)-1] Construction Traffic Project Task Force.

- a. LAWA would establish a Project Task Force specific to the LAX Landside Access Modernization Program that may be comprised of key stakeholders from LAWA, the Coordination and Logistic Management Team (CALM), other City departments, and others as deemed appropriate. This Project Task Force would provide input into worksite traffic control plans and other traffic management plans

that are developed for the Project. The Project Task Force would review the traffic management plans to ensure the following topics are considered:

- Coordination with all other LAWA construction projects;
  - Coordination with other public infrastructure projects;
  - Detour impact analysis for pedestrian, business, bicycle, and traffic flow;
  - Coordinate closures and restricted access with all potential special events and holiday traffic flow
  - Notification to the public with use of static signage, changeable message signs, media announcements, Airport website, etc.;
  - Work with LAWA police and the Los Angeles Police Department to enforce delivery times and routes;
  - Coordinate with police and fire personnel regarding maintenance of emergency access and response times;
  - Monitor and coordinate deliveries;
  - Establish detour routes;
  - Work with residential and commercial neighbors regarding upcoming construction activities; and
  - Analyze traffic conditions to determine the need for additional traffic signals, signs, lane restriping, signal modifications, etc.
- b. The Project Task Force would collaborate with the appropriate groups to develop a comprehensive and long-term communication and construction impact outreach strategy for implementation during construction. The Task Force would work closely with other LAWA departments, including Public Relations, Planning and Development, and Operations. The Task Force would also ensure that an innovative and effective construction outreach and communication strategy is developed to keep key stakeholders, businesses, and residents notified and informed during construction of the proposed Project.
- c. Prior to initiation of construction, contractors would be required to complete a Traffic Management Plan (TMP) with associated Haul Routes and Worksite Traffic Control Plans (WTCP), as well as Temporary Traffic Signal Plans (TTS), and Temporary Street Lighting (TSL) Plans if TTSS and TSLs are needed. The TMP would include a description of how the contractor will manage all construction-related traffic, deliveries, shift hours, parking locations, haul routes, and modifications to shuttle system operations, if any. The WTCP would detail the locations for variable message and other signs, any lane striping changes, any detours, and traffic signal modifications. The WTCP, TTS, TSL, and Haul Routes would require input from the Project Task Force as well as any appropriate

agencies and departments. Contractor compliance would be monitored throughout the duration of their contract. LAWA would require contractors to implement and comply with the following TMP measures to reduce construction-related traffic impacts associated with projects at LAX, including:

- (1) **Designated Truck Delivery Hours.** To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
- (2) **Designated Truck Routes.** For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets).

Designated truck routes are limited to:

- Aviation Boulevard (Imperial Highway to Manchester Boulevard)
  - Manchester Boulevard (Aviation Boulevard to I-405)
  - Florence Avenue (Aviation Boulevard to I-405)
  - La Cienega Boulevard (north of Imperial Highway)
  - Pershing Drive (Westchester Parkway to Imperial Highway)
  - Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
  - Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
  - Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
  - Imperial Highway (Pershing Drive to I-405)
  - I-405
  - I-105
- (3) **Stockpile Locations.** All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.



- CM-7. [MM-ST (LAMP)-2] Maintenance of Traffic. To ensure that continued vehicular access to community facilities is maintained, the contractor shall provide at least one lane of traffic in each direction on access cross streets that are not going to be dead-ended during construction. If one lane of traffic cannot be maintained, the contractor shall provide a detour route for motorists.
- CM-8. [MM-ST (LAMP)-3] Worksite Traffic Control Plans. Before the start of construction, Worksite Traffic Control Plans (WTCP) and Traffic Circulation Plans, including identification of detour requirements, will be formulated in cooperation with the affected municipalities and other jurisdictions (County, State) in accordance with the Work Area Traffic Control Handbook (WATCH) manual and the California Manual on Uniform Traffic Control Devices (MUTCD) as required by the relevant municipality. The WTCPs will be based on lane requirements and other special requirements defined by the Los Angeles City Department of Transportation (LADOT), the affected municipalities for construction within their City and from other appropriate agencies for construction in those jurisdictions. The WTCP's shall be designed to maintain designated Safe Routes to School wherever possible during times of the year when nearby schools are in session. The WTCP's shall be reviewed and coordinated with the LAWA Project Task Force 30 days in advance of any restriction or closure, or with as much notice as technically feasible.
- CM-9. [MM-ST (LAMP)-4] Roadway Closure Restrictions. No designated major or secondary highway will be closed to vehicular or pedestrian traffic except at night or on weekends, unless approval is granted by the jurisdiction in which it is located.
- CM-10. [MM-ST (LAMP)-5] Traffic Maintenance During Construction. The following would be implemented during construction when appropriate City departments or local jurisdictions deem necessary:
- a. Deliveries and pick-ups of construction materials shall be scheduled during non-peak travel periods to the degree possible and coordinated to reduce the potential of trucks waiting to load or unload for protracted periods of time.
  - b. Access shall remain unobstructed, or equivalent alternate access provided for land uses in proximity to the Project site during construction.
  - c. Unless otherwise specified in the WTCP, the contractor shall maintain access to the businesses that rely on on-street parking and pedestrian access during construction. If it is necessary to

temporarily restrict access to a business, the contractor shall provide the facility advance notice of restrictions. Unless otherwise specified in the WTCP, the contractor shall schedule access restrictions to off-peak hours or during times when the business is closed and shall not fully restrict access for the total hours of operation of business on any given day of operation.

- d. Relative to maintaining access to businesses, construction activities shall be sequenced to minimize the temporary removal of multiple blocks of on-street parking at one time unless otherwise specified by the WTCP.
- e. Contractors shall use temporary special signage to inform the public of closure information in advance of temporary closures. Signage shall also provide special access directions, if warranted.
- f. Notice of closure will be prepared by the contractor with legible maps and reviewed prior to dissemination by the Project Task Force.
- g. A construction management plan shall be developed by the contractor and will be implemented during construction, to include the following:
  - (1) Establish requirements for the loading, unloading, and storage of materials on the Project site
  - (2) Coordinate with the City and emergency and safety service providers to ensure adequate access is maintained to the project site and neighboring businesses.
- h. In addition to the mitigation measures identified above, the contractor would be required to comply with City and local jurisdiction guidelines and regulations.

CM-11. [LAX-BR-1] Conservation of Faunal Resources: Nesting Birds/Raptors. LAWA shall require construction contractors to implement the following measures:

- a. Construction shall be scheduled outside of nesting season for those areas of the project site that have a potential for nesting birds/raptors, if feasible.
- b. If construction is scheduled to occur during the nesting season for birds/raptors (generally February 1 to June 30 for raptors and March 15 to August 15 for other birds), vegetation clearing for the proposed Project shall be conducted outside the nesting season, if feasible.

- c. If it is not feasible to schedule vegetation clearing outside of nesting season, then a qualified avian biologist ("biologist") shall inspect the shrubs/trees prior to project activities to ensure that no nesting birds/raptors are present. The qualified avian biologist shall be approved by LAWA, and shall have authority to halt construction activities if nesting birds/raptors are disturbed.
- d. If the biologist finds an active nest within the construction area, or in the vicinity, and determines that the nest may be impacted, the biologist shall delineate an appropriate buffer zone; the size of the buffer zone will depend on the species and the type of construction activity. Only construction activities (if any) that have been approved by the biologist will take place within the buffer zone until the young have fledged and are independent of the adults and nest.
- e. The biologist, shall be present and monitor during construction activities near active nest areas to ensure that no adverse impacts on nesting birds/raptors or young occur. The biologist shall submit weekly reports to LAWA.
- f. Appropriate bird exclusion methods shall be used to discourage birds from nesting in construction equipment and facilities, if determined by the wildlife biologist to be necessary. Bird netting shall not be used as an exclusion method in order to avoid potential bird entanglement.
- g. These impact avoidance measures shall be coordinated with LAWA's United States Department of Agriculture (USDA) Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

CM-12. [LAX-BR-2] Conservation of Floral Resources: Mature Tree Replacement – Nesting Raptors. LAWA shall require construction contractors to implement the following measures:

- a. Prior to construction, affected areas shall be surveyed by a qualified avian biologist (see LAX-BR-1) to identify potential areas for raptor nesting. Results of the survey shall be reported to LAWA. For areas of the project site that have potential for nesting raptors to occur, all mature trees within such areas shall be inspected for current or past raptor nesting activity prior to initiating construction activities during the nesting season (February 1 to June 30).
- b. Inspections for signs of raptor nesting may be conducted outside of nesting season. The biologist shall identify active nests, and

evidence of past raptor nesting in mature trees to be removed from the construction area.

- c. Results of surveys and inspections shall be reported to LAWA on a timely basis.
- d. LAWA shall compensate at a ratio of 2:1 for the loss of mature trees with either active nests or evidence of past raptor nesting, which would occur as a result of implementation of any of the project components. The species of newly planted replacement trees shall be local native tree species to the extent feasible. Each mitigation tree shall be at least a 15-gallon or larger specimen. The replacement trees shall be planted within the boundaries of LAX or at a suitable off-site location. If mitigation occurs within LAX boundaries, the replacement site and tree species will be determined in consultation with LAWA's USDA Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

CM-13. [LAX-AR-1] Conformance with LAWA's Archaeological Treatment Plan. Prior to initiation of any project-related grading or excavation activities, LAWA shall retain an on-site Cultural Resource Monitor (CRM), as defined in LAWA's Archaeological Treatment Plan (ATP), who will determine if the proposed project is subject to archaeological monitoring. As defined in the ATP, areas are not subject to archaeological monitoring if they contain redeposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable cultural resources, and therefore do not require monitoring). LAWA shall retain an archaeologist to monitor excavation activities in native or virgin soils in accordance with the detailed monitoring procedures and other procedures outlined in the ATP regarding treatment for previously unidentified archaeological resources that are encountered during construction. Monitoring will be subject to the provisions identified below.

- a. Monitoring Requirements. In accordance with the ATP, the CRM will compare the known depth of redeposited fill or disturbance to the depth of planned grading activities, based on a review of construction plans that provide details about the extent and depth of project-related grading and other development-related data, such as geotechnical investigations that include soils borings and delineation of subsurface strata types. Such detailed information regarding excavation plans and subsurface investigations will be completed and made available prior to the start of grading and construction. If the CRM determines, based on the detailed plans and data, that all

or specific portions of the proposed project area warrant archaeological monitoring during grading activities, a qualified archaeologist (an archaeologist who satisfies the Secretary of the Interior's Professional Qualifications Standards [36 CFR 61]) shall be retained by LAWA to inspect excavation and grading activities that occur within native material. The extent and frequency of inspection shall be defined based on consultation with the archaeologist and the requirements of the ATP, which stipulates that ground-disturbing activity in areas designated as having a high potential for subsurface archaeological deposits will be monitored full time, and such activities in areas designated as potentially containing redeposited fill or having been disturbed will be monitored periodically or suspended entirely as determined by the consulting archaeologist and LAWA. Following initial inspection of excavation materials, the archaeologist may adjust inspection protocols as work proceeds.

- b. Identification, Evaluation, and Recovery. In accordance with State CEQA Guidelines Section 15126.4(b)(1), should archaeological resources that are either historical resources or unique archaeological resources be discovered, preservation in place is the preferred manner for mitigating impacts to archaeological sites. When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Identification, evaluation, and recovery of cultural resources shall be conducted in accordance with the methods established in the ATP including, but not limited to, methods pertaining to surface recordation, shovel test excavations, test unit excavations, laboratory analysis, reporting, and curation. If potentially significant resources are identified, the monitoring archaeologist shall be empowered to halt construction activities within 25 to 50 feet of the identified resource. If Native American cultural resources are encountered, LAWA shall comply with guidance established in the ATP for retaining a Native American monitor including, but not limited to, notification of the NAHC and, based on the recommendations from NAHC, retention of a Native American monitor from a list of suitable candidates supplied by NAHC. If human remains are found, LAWA shall comply with the State Health and Safety Code Section 7050.5 regarding the appropriate treatment of those remains as outlined in the ATP, which requires notification of the Los Angeles County Coroner's Office, notification of the NAHC and the Most Likely Native American Descendent if the remains are those of a Native American,

immediately halting field work or grading in any area reasonably suspected to overlie adjacent human remains, cordoning off the site, and proper treatment and burial.

- c. **Reporting and Curation.** Reporting shall be completed in conformance with the guidelines set forth by the Office of Historic Preservation for Archaeological Research Management Reports and requirements established in the ATP pertaining to the contents of the Archaeological/Cultural Monitor Report. Proper curation and archiving of artifacts shall be conducted in accordance with industry and federal standards and as outlined in the ATP.

CM-14. [LAX-AR-2] **Archaeological Resources Construction Personnel Briefing.** Prior to initiation of grading activities, LAWA shall require the consulting archaeologist to provide construction personnel with a briefing in the identification of archaeological resources and in the correct procedures for notifying the relevant individuals should such a discovery occur.

CM-15. [LAX-PR-1] **Conformance with LAWA's Paleontological Management Treatment Plan (PMTP).** Prior to initiation of grading activities, LAWA shall retain a professional paleontologist, as defined in LAWA's PMTP, who will determine if the proposed site exhibits a high or low potential for subsurface resources. As defined in the PMTP, areas are not subject to paleontological monitoring if they contain re-deposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable paleontological resources, and therefore do not warrant monitoring). If the project site is determined to exhibit a high potential for paleontological resources, paleontological monitoring shall be conducted by a professional paleontologist. If the project site is determined to exhibit a low potential for subsurface deposits, excavation need not be monitored as per the PMTP.

- a. **Monitoring Requirements.** In accordance with the PMTP, LAWA shall supply the paleontological monitor (PM) with a construction schedule and any construction, grading, excavation and/or shoring plans prior to the initiation of ground-disturbing activities. LAWA shall also provide the PM access to geotechnical studies completed for the project that contain information indicating subsurface strata types, which can help delineate the areal extent and depth of previously disturbed areas as distinguished from undisturbed areas. Emphasis in identifying construction areas that warrant monitoring shall be placed on the specific portions of the project area identified as exhibiting a high potential for subsurface resources, based on the location of known paleontological localities and/or resources and the identification of areas in which no known disturbances have

occurred. The identification of areas to be monitored shall be made by the on-site PM or PM designee in consultation with the appropriate LAWA representative, construction supervisor, and/or geologist, and in accordance with the requirements of the PMTP. Areas of low potential for subsurface paleontological deposits, as documented by technical sources to be underlain by fill materials, or areas that exhibit a high degree of previous disturbance, based on soil testing shall not be monitored. If excavation activities are scheduled to go below the documented level of fill materials, paleontological monitoring shall be initiated when formational sediments are expected to be reached by earthmoving activities.

- b. Identification, Evaluation, and Recovery. The PM or PM designee shall identify, evaluate, and recover paleontological resources in accordance with the relevant provisions of the PMTP including, but not limited to, monitoring parameters and specifications, safety issues, paleontological resource collection, fossil preparation and curation procedures, fossil donation protocols, and reporting.

CM-16. [LAX-PR-2] Paleontological Resources Construction Personnel Briefing. Prior to initiation of grading activities, LAWA shall require the PM or PM designee to brief construction personnel in the identification of fossils or fossiliferous deposits and in the correct procedures for notifying the relevant individuals should such a discovery occur.

CM-17. [LAX-HM-1] Ensure Continued Implementation of Existing Remediation Efforts Affected by Onsite Construction. Prior to initiating construction, LAWA or its contractor will conduct a pre-construction evaluation to determine if the proposed construction will interfere with existing soil or groundwater remediation efforts. For sites currently on LAX property, LAWA or its contractor will work with tenants to ensure that, to the extent possible, remediation is complete prior to the construction. If remediation must be interrupted to allow for project construction, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.



CM-18. [LAX-HM-2] Ensure Continued Implementation of Existing Remediation Efforts on Parcels Subject to Acquisition. For properties to be acquired, LAWA or its contractor will evaluate the status of all existing soil and groundwater remediation efforts. As part of this evaluation, LAWA or its contractor will assess the projected time required to complete the remediation activities and will coordinate with the land owner and the agency with jurisdiction to ensure that remediation is completed prior to scheduled demolition and construction activities, if possible. In cases where remediation cannot be completed prior to demolition and construction activities, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project component and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.

43. **Project/Operation Mitigation Conditions.** Prior to the issuance of a grading or building permit, or the recordation of the final map, the subdivider shall assure compliance with the following:

PM-1. [LAX-AQ-2] Transportation-Related Air Quality Control Measures.

- a. Provide preferential parking locations for ultra-low emission vehicles/super low emission vehicles/zero emission vehicles (ULEV/SULEV/ZEV) in all (including employee) LAX lots; provide free charging stations for ZEV; include public outreach to reduce air emissions from automobiles accessing airport parking.
- b. Develop measures to reduce air emissions of vehicles in line to exit parking lots such as pay-on-foot (before getting into car) to minimizing idle time at parking check out, including public outreach.
- c. Implement on-site circulation plan in parking lots to reduce time and associated air emissions from vehicles circulating through lots looking for parking.

- d. Promote "best-engine" technology for rental cars using on-airport rent-a-car facilities to reduce vehicle air emissions.
- e. Consolidate non-rental car shuttles using SULEV/ZEV engines to reduce vehicle air emissions.
- f. Cover, if feasible, any parking structures that receive direct sunlight, to reduce volatile emissions from vehicle gasoline tanks; and install solar panels on these roofs where feasible to supply electricity or hot water to reduce power production demand and associated air emissions at utility plants.
- g. Incorporate quick entry and exit parking systems in the project level design of new parking lots/structures.
- h. Include advanced signage in the design of new parking structures that could advise airport users of available parking spaces within the structure.

PM-2. [LAX-AQ-3] Operations-Related Air Quality Control Measure. LAWA will promote the use of electric lawn mowers and leaf blowers, as these units become available for commercial use, for landscape maintenance associated with the proposed project.

PM-3. [MM-GHG (LAMP)-1] Incorporate Solar Energy into LAX Landside Access Modernization Program Facilities. LAWA will provide solar power generation totaling a minimum of 5.70 megawatts in AC output capacity (MWAC) as part of the implementation of the LAX Landside Access Modernization Program.

PM-4. [LAX-A-1] Lighting Controls. Prior to final approval of plans for new lighting, LAWA will conduct reviews of lighting type and placement to ensure that lighting will not interfere with aeronautical lights or otherwise impair Airport Traffic Control Tower or pilot operations. Plan reviews will also ensure, where feasible, that lighting is shielded and focused to avoid glare or unnecessary light spillover.

PM-5. [MM-HW (LAMP)-1] Stormwater Management Facilities (Project-Specific). Table 2 presents the volume of stormwater that would require management to meet the water quality treatment requirement for each proposed Project component, as well as the additional on-site runoff storage/detention that would be needed to fully mitigate peak runoff depth downstream for the 10-year storm event. The design and sizing of drainage system and stormwater quality treatment facilities for the proposed Project shall accommodate those storage requirements. The following table is a

description of the design provisions for each Project component that could meet the storage requirements.

Table 2

LAMP COMPONENT	WATER QUALITY REQUIREMENT (ft3)	ADDITIONAL DRAINAGE REQUIREMENT (ft3)	TOTAL (ft3)
ITF West	45,000	49,000	94,000
APM MSF Facility	7,000	16,000	23,000
APM Guideway (entire length)	54000	New Storm Drains	54,000
New Roadways	130,000	New Storm Drains	130,000

LAWA shall include the following measures, or functional equivalents, in the design of each component of the proposed Project to reduce Project-specific impacts on stormwater drainage and flooding:

- a. ITF West. A 1.1-acre site for combined retention and detention will be provided, or functional equivalent, to retain 45,000 ft3 (0.86 acre) of runoff and detain 50,000 ft3 (0.23 acre).
- b. APM MSF. A 0.2-acre site for combined retention and detention will be provided, or functional equivalent, to retain 7,000 ft3 of runoff (0.13 acre) and detain 16,000 ft3 (0.07 acre).
- c. Roadways and APM Guideway. For roadways, approximately 2.5 acres of swales will be provided, or functional equivalent, to retain 130,000 ft3 of runoff. For the APM guideway, approximately 1 acre of surface-level bioretention features will be provided, or functional equivalent, to treat 54,000 ft3 of runoff.

PM-6. [MM-HWA (LAMP)-2] Stormwater Management Facilities (Project-Specific). LAWA shall include the following measures, or functional equivalents, in the design of stormdrain system improvements for the proposed Project to address deficiencies of local drainages:

- a. LAWA will construct or support on a fair-share basis, improvements to the existing line with larger diameter lines to address the existing drainage deficiencies within the storm drain line alone 96<sup>th</sup> Street, Airport Boulevard, and Century Boulevard.

PM-7. [MM-HWA (LAMP)-3] Stormwater Management Facilities (Programmatic). LAWA shall implement the following measures for future related development to reduce impacts on stormwater drainage and flooding:

- a. LAWA will use site design and stormwater management to maintain the site's pre-development runoff rates and volumes for future related development project sites. One hundred percent of rainwater

from a three-quarter inch rainstorm will be completely captured, infiltrated, and/or used on-site. LAWA will employ the use of underground cisterns, swales, storm drains, or other stormwater management facilities to achieve this result.

#### **DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION**

44. The applicant shall comply with any requirements of the Department of Building and Safety, Grading Division, for recordation of the final map and issuance of any permit.
45. Pursuant to Section 17.56 of the Los Angeles Municipal Code, each approved Tract Map recorded with the County Recorder shall contain the following statement:

The approval of this Tract Map shall not be construed as having been based upon geological investigation such as will authorize the issuance of building permits on the subject property. Such permits will be issued only at such time as the Department of Building and Safety has received such topographic maps and geological reports as it deems necessary to justify the issuance of such building permits.

#### **BUREAU OF STREET SERVICES, URBAN FORESTRY DIVISION – SPECIFIC CONDITIONS**

46. Existing trees within Vesting Tentative Tract No. 74322 are identified in tree inventories titled “Inventory of City of Los Angeles Street Trees”, prepared by Carlberg Associates on January 2015 and August 15, 2016. Removal of any trees identified in the “Inventory of City of Los Angeles Street Trees” or any other trees that are located within the Public Street Easements to be merged with Vesting Tentative Tract No. 74322, shall require Board of Public Works approval per LAMC Chapter 4, Article 2, Sections 62.161, 62.162, and 62.169. A tree removal application shall be submitted to the Bureau of Street Services, Urban Forestry Division. The applicant shall fulfill the 2:1 tree replacement policy. The CEQA document must address all tree removals in Public Street Easements.
47. Replacement/Mitigation trees within the public right-of-way shall be installed per the City Standard Plans and the Bureau of Street Services tree planting policies.
48. Upon compliance with its conditions and requirements, the Bureau of Street Services will forward the necessary clearances to the Bureau of Engineering (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-3(d)).

#### **BUREAU OF ENGINEERING - STANDARD CONDITIONS**

- S-1. (a) That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the Municipal Code.
- (b) That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.
- (c) That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements.
- (d) That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.
- (e) That drainage matters be taken care of satisfactory to the City Engineer.
- (f) That satisfactory street, sewer and drainage plans and profiles as required, together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.
- (g) That any required slope easements be dedicated by the final map.
- (h) That each lot in the tract comply with the width and area requirements of the Zoning Ordinance.
- (i) That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.
- (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.
- (k) That no public street grade exceeds 15%.
- (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 2010.

S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:

- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
- (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.
- (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
- (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
- (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.

S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
- (b) Construct any necessary drainage facilities.
- (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.

Notes:

The quantity of street lights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering condition S-3 (i), requiring an improvement that will change the geometrics of the public roadway or driveway apron may require

additional or the reconstruction of street lighting improvements as part of that condition.

- (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the Bureau of Street Maintenance. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree planting, the subdivider or contractor shall notify the Urban Forestry Division ((213) 847-3077) upon completion of construction to expedite tree planting.
- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.
- (f) Construct access ramps for the handicapped as required by the City Engineer.
- (g) Close any unused driveways satisfactory to the City Engineer.
- (h) Construct any necessary additional street improvements to comply with the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
- (i) That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

No additional improvements are indicated.

#### NOTES:

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.



The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

### **FINDINGS OF FACT (CEQA)**

Pursuant to the California Environmental Quality Act (CEQA), the Deputy Advisory Agency confirmed City Council certification of Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014), effective June 7, 2017. As provided in the EIR and Addendum dated September 2018, find, in the independent judgement of the decision-maker, that pursuant to CEQA Guidelines Section 15162, and based upon the whole of the record, no subsequent or supplemental EIR or negative declaration is required for approval of the project.

### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

(a) **THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.**

The properties are located within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan), and are designated for Airport Landside and Airport Landside Support uses. There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Los Angeles International Airport Specific Plan and the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision for 15 lots ranging in size from approximately 0.468 acres to 49.835 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly

support the development and use of the property for the facilities that the subdivision would enable.

As conditioned, the proposed map is consistent with applicable General and Specific Plans.

- (b) THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5."

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a significant portion of the property is under construction with portions of the Automated People Mover and APM Maintenance Facility. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 138 net acres (approximately 6,001,043 square feet). The proposed subdivision for 15 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City's General Plan, contains the following policies related to mobility and circulation:

**Policy 2.14 Street Design.** Designate a street's functional classification based upon its current dimensions, land use context, and role.

**Policy 2.17 Street Widenings.** Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

**Policy 3.2 People with Disabilities.** Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb, gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae, north of the project, is designated as a Boulevard II (Modified), having an approximately 92-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 86 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.

Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the applicable General and Specific Plans.

(c) **THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.**

The property consists of approximately 138 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; large sections of the property are under construction with the Automated People Mover and APM Maintenance Facility, both components of the larger LAMP project. The property is generally

level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11, and 13-15 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). The remaining proposed Lots 5-8, 10, and 12 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

**(d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.**

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The Department of Building and Safety, Grading Division, has tentatively approved the tract map without conditions, in accordance with the Grading Regulations, Section 91.3000 of the Los Angeles Municipal Code (LAMC), relative to Division 70 of the Building Code.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety.

- (e) THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The previously certified and adopted Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014, identified potential adverse impact on wildlife resources, air, water, plant life, or animal life; a finding of Overriding Consideration was adopted in conjunction with the approval of Case No. CPC-2016-3390-GPA-ZC-SP, which also considered the subdivision largely as proposed herein. Measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan. In addition, an Addendum, dated September 2018, was prepared to analyze the potential for new impacts or impacts previously identified but made worse, as a result of the revised project; namely, the expansion of the project area to include an existing 20-foot wide alleyway on the eastern edge of the proposed subdivision, now proposed to be incorporated into a previously proposed and approved Private Street. The Addendum concluded that the revised project did not result in either of these conditions. Furthermore, the project site, as well as the surrounding area is presently developed with structures and uses which do not provide a natural habitat for fish or significant wildlife.

- (f) THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community.

- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

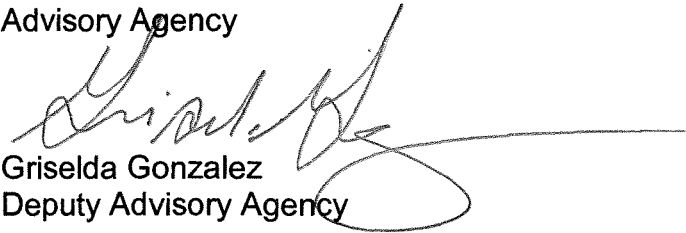
Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Finally, needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed tract.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
- 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
- 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.



VINCENT P. BERTONI, AICP  
Advisory Agency



Griselda Gonzalez  
Deputy Advisory Agency

VPB:GG:JAH

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission or Area Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

Figueroa Plaza  
201 North Figueroa Street  
4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room 251  
Van Nuys, CA 91401  
(818) 374-5050

West Los Angeles  
Development Services Center  
1828 Sawtelle Blvd., 2nd Floor  
Los Angeles, CA 90025  
(310) 231-2912

**Forms are also available on-line at <http://cityplanning.lacity.org>**

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

**DEPARTMENT OF  
CITY PLANNING**

**CITY PLANNING COMMISSION**

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Decision Date: December 27, 2017

Appeal End Date: January 8, 2018

Robert Gilbert (A)(O)  
Los Angeles World Airports  
P.O. Box 92216  
Los Angeles, CA 90009

Evelyn Quintanilla (R)  
Los Angeles World Airports  
1 World Way  
Los Angeles, CA 90045

CASE NO. VTT-74322  
VESTING TENTATIVE TRACT  
Multiple Addresses within the Airport  
Landside and Airport Landside  
Support Subareas of the Los Angeles  
International Airport Plan  
Planning Area: Los Angeles  
International Airport Plan  
Zone : LAX  
D. M. : 093B165, 093B169  
C. D. : 11  
CEQA : ENV-2016-3391-EIR  
State Clearinghouse No. 2015021014  
Legal Description: Various. Refer to  
Tract Map

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code (LAMC), the Advisory Agency reviewed and confirmed the City Council certification of the Final Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014) as the environmental clearance, and approved Vesting Tentative Tract No. 74322, composed of 17 lots over approximately 143 acres, generally located south of Westchester Parkway and Arbor Vitae Street, north of portions of 96th Street and 98th Street, east of Sepulveda Eastway, Sepulveda Boulevard, and Vicksburg Avenue, and west of an alleyway located between Belford Avenue and Bellanca Avenue, as shown on map stamp-dated May 10, 2017 in the Los Angeles International Airport Community Plan. (Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property.) The Advisory Agency's approval is subject to the following conditions:

**NOTE** on clearing conditions: When two or more **agencies** must clear a condition, subdivider should follow the sequence indicated in the condition. For the benefit of the applicant, subdivider shall maintain record of all conditions cleared, including all material supporting clearances and be prepared to present copies of the clearances to each reviewing agency as may be required by its staff at the time of its review.

**BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That an 8-foot strip of land be dedicated along Sepulveda Eastway to complete a 33-foot half right-of-way in accordance with the Collector Street standard. This condition may be deleted if correspondence from the Federal Aviation Administration is received by the Los Angeles World Airports and submitted to the Bureau of Engineering demonstrating that they object to this street dedication.
2. That a 5-foot and variable width strip of land be dedicated along Westchester Parkway westerly of newly proposed "A" Street (Private Street) to complete a 55-foot half right-of-way in accordance with Boulevard II of Mobility Plan 2035.
3. That a 6-foot wide strip of land be dedicated along Arbor Vitae Street (between the alley east of Airport Boulevard and alley east of Belford Avenue) to complete a 48-foot half right-of-way in accordance with Modified Boulevard II, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 96 feet.
4. That a variable width strip of land be dedicated along portion of Airport Boulevard to provide a 128-foot and 131-foot total right-of-way, as shown on the revised tentative map dated May 10, 2017, including 20-foot radius property line returns at the intersections with Westchester Parkway, West 93rd Street, West 96th Street, and West 96th Place.
5. That an 18-foot strip of land be dedicated along the southerly side of West 96th Street adjoining Lot 14 as proposed by the applicant shown on revised tentative map dated May 10, 2017.
6. That an 80-foot wide and variable length modified hammerhead turning area be retained from the merger area at the intersection of 96th Street and 96th Place, substantially as shown on the revised tentative map dated May 10, 2017, satisfactory to the City Engineer.
7. That a 35-foot strip of land and variable width dedication along the northerly portion of West 98th Street along Lot 7 and Lot 8, as shown on the revised tentative map dated May 10, 2017, also including the area at the intersection of proposed "A" Private Street along Lot 16, be dedicated, including a 20-foot radius property line return.
8. That a 3-foot wide strip of land be dedicated along the northerly portion of West 98th Street along Lot 16 and Lot 9 to complete a 33-foot half right-of-way per Modified Boulevard II standard, as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP), with a right-of-way width of 66 feet. Dedicate a 20-foot radius property line return at the intersection with Vicksburg Avenue.
9. That sufficient variable width right-of-way be dedicated for the construction of a partial turn-a-round area at the terminus of southerly West 93rd Street adjoining Lot 10 substantially as shown on revised tentative map dated May 10, 2017.
10. That a 110-foot and variable to 135-foot width private street easement be provided for "A" Street (Private Street) substantially as shown on revised tentative map

dated May 10, 2107, on an alignment satisfactory to the City Engineer, including 15-foot and 20-foot radius easement line returns at the intersections with Westchester Parkway, West 96th Street and West 98th Street.

11. That a 110-foot private street easement be provided for "B" Street (Private Street) on an alignment satisfactory to the City Engineer , including cut corners at the intersection with "A" Street (Private Street), substantially as shown on revised tentative map dated May 10, 2017, and 20-foot radius easement line returns at the intersection with Airport Boulevard.
12. That a 71-foot wide private street easement for "D" Street (Private Street) from west of Airport Boulevard as shown on the revised tentative map dated May 10, 2017 be provided on an alignment satisfactory to the City Engineer including 20-foot radius easement return at the intersections with Arbor Vitae Street and with 96th Street.
13. That Department of the City Planning determine that the Proposed merger areas are consistence with all applicable General Plan Elements and Highway and Circulation Elements for LA Mobility Plan, or in conformance with Figure 2, "Circulation for LAX Area" as part of CPC 2016-3390 (GPA/ZC/SP).
14. That the City Department of Transportation in a letter to the City Engineer shall determine that all proposed merger areas are not necessary for future public street.
15. That the Department of Transportation in a letter to the City Engineer state that there is no objection to the merger of existing 96th Street between proposed "A" Street and Airport Boulevard with the recordation of the final map prior to the actual construction of proposed "A" Street.
16. In the event the Department of Transportation and City Planning have no objection to the street mergers, the following public streets, cul-de-sacs and alleys adjoining and within the subdivision tract boundary shown on the revised tentative map, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code:
  - a. That a 6-foot wide strip of land along northerly of West 96th Street and the air space area of the proposed elevated Automated People Mover, approximately 30 feet above finished surface and adjoining Lot 10, Lot 12 and Lot 13 as shown on revised tentative map, be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code.
  - b. That portion of West 96th Street between "A" Street (Private Street) and Airport Boulevard as shown on revised tentative map dated May 10, 2017 be permitted to be merged with the remainder of the tract map pursuant to Section 66499.20.2 of the State Government Code. The intersection of proposed merger and "A" Private Street should be clearly delineated on final map if portion of the merger will be part of "A" Private Street easement. The applicant shall determine on final map if merger of West 96th Street will remain as private property, private driveway or private street easement.

- c. That Kittyhawk Avenue, a portion of Vicksburg Avenue, Kellyfield Avenue, Earhart Avenue, Jenny Avenue, Ingleport Avenue, Hoxey Avenue, Goebel Avenue, Goebel Place, Fleetwing Avenue, Interceptor Street and Hyman Street within and adjoining subdivision be permitted to be merged.
  - d. That the east/west alley n/o West 93rd Street and westerly of New "D" Street, portion of West 93rd Street, east/west alley s/o West 93rd Street westerly of Belford Avenue, West 95th Street westerly of Belford Avenue, alleys s/o West 95th Street, Belford Avenue between 93rd Street and 96th Street, and Belford Avenue southerly of 96th Street within and adjoining subdivision be permitted to be merged as shown on revised tentative map dated May 10, 2017.
  - e. That the proposed air space area of the elevated Automated People Mover Crossing and Guideway, approximately 30 feet above finished elevation on West 98th Street, be permitted to be merged as shown on revised tentative map dated May 10, 2017. The width of this airspace merger area shall be clearly delineated on the final map.
  - f. That appropriate Sanitary Sewer easements and Drainage easements within the map boundary be permitted to be merged.
  - g. That consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.
  - h. That satisfactory arrangements be made with all public utility agencies maintaining existing facilities within the area being merged.
  - i. That a certified survey map be submitted showing the dimensions and areas being merged with this map satisfactory to the City Engineer.
17. That the petitioners record a Covenant and Agreement to run with the land pertaining to the Automated People Mover (APM) over public street (Airport Boulevard) to include the following:
- a. That the owners be required to provide maintenance support to all elements of the elevated Automated People Mover (APM) within the proposed airspace merger area as well as structures in the private property for safety and usability to the satisfaction of the City Engineer. The City shall be given reasonable access to the structure within and adjacent to the limited dedication areas for this purpose upon request during normal business hours. The City may request the owner to repair or replace damaged, defective or unsafe structural elements or to correct unacceptable conditions at the owner's expense if the owner elects not to do so or does not respond within a reasonable time. Owners shall grant reasonable access to the City's contractor to make said repairs.

- b. That the owner shall be required to limit use of the structure within the merger airspace area to people mover. No storage of combustibles will be allowed or will any other use or occupancy be allowed except as approved in writing by the Department of Building and Safety and the Department of Public Works.
18. That the following conditions for Automated People Mover (APM) structures within the merged areas over public street be complied with satisfactory to the City Engineer:
- a. That the owners obtain approval of the City Engineer for any substantial structural modification within the area and for any structural element outside the merged area with provides lateral or vertical support to the structures within the merged areas.
  - b. That plans of structural details shown on standard size City sheets and structural calculations of the proposed APM, both signed by a Civil or Structural Engineer registered in the State of California be submitted to the City Engineer for review and approval.
  - c. That a Class "B" permit be obtained from the Bureau of Engineering and that a deposit be made with said Bureau sufficient to cover the City's cost for plan checking, construction inspections, and incidental costs relative thereof.
  - d. That a building permit from the Department of Building and Safety be obtained for the construction of the portion of the structure located within the private property.
  - e. That the owners provide and maintain a policy of general liability insurance in the amount not less than \$2,000,000.00 combined single limit per occurrence. Evidence of such insurance shall be on the City's General Liability Special Endorsement from or other forms acceptable to the City Attorney and shall provide coverage for premises/operations and contractual liability.
  - f. That a Waiver of Damages Agreement and an Indemnification Agreement and Right of Ingress and Egress-Covenant to run with the land be executed by the owners. The form shall be submitted to the Bureau of Engineering for approval, and subsequently be recorded relieving the City of any liability arising from the construction, maintenance and use of the proposed Automated People Mover (APM) structure. The forms for these agreements can be obtained from the Bureau of Engineering, Central District Office, B-Permit Section located at 201 N. Figueroa Street, Los Angeles 90012. This Waiver of Damage and Indemnification Agreement should also be shown on the final tract map.
19. That any surcharge fee in conjunction with the street merger request be paid.

20. That any fee deficit under Work Order No. E1908092 expediting this project be paid.
21. That all private street easements be shown on the final map and be included as part of the adjacent lots.
22. That appropriate private street names be assigned created by this subdivision satisfactory to the City Engineer.
23. That the subdivider make a request to the West Los Angeles District office of the Bureau of Engineering to determine the capacity of the existing sewer in the area.
24. That any necessary street, sewer and drainage easements be dedicated and be shown on the final map based on an alignment approved by the City Engineer. (The need for these easements are to be identified by the west Los Angeles Engineering District Office).
25. That a Covenant and Agreement be recorded advising all future owners and builders that prior to issuance of a building permit, a Notice of Acknowledgment of Easement must be recorded and an application to do work in any drainage and sewer easements and to construct over the existing drainage and sewer facilities must be submitted to the City Engineer for approval
26. That satisfactory arrangements be made with the Power System and the Water System of the Department of Water and Power with respect to the water mains, fire hydrants, service connections and public utility easements.
27. That the private street be posted in a manner prescribed in Section 18.07 of the Los Angeles Municipal Code (Private Street Regulations).
28. That the public street and private street right-of-way requirements outlined herein be permitted minor adjustments to be made, based on the actual B-Permit plan check process.
29. That the limits of public street and alley rights-of-way being merged outlined herein be permitted minor adjustments to be made based on the actual B-Permit plan check process.
30. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:
  - a. If necessary, construct appropriate public storm drain facilities within suitable easements to suitable outlets to serve this development.
  - b. Improve Westchester Parkway adjoining this subdivision by the construction of the following:
    - i. Concrete curbs, concrete gutters, and 15-foot (westerly of new "A" Street) and 10-foot wide (easterly of new "A" Street) concrete sidewalks with tree wells.



- ii. Suitable surfacing to provide a 40-foot half roadway.
  - iii. Construct access ramps at the intersection corners with Airport Boulevard, new "A" Street and Jenny Avenue if it is to remain as a private street.
  - iv. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
  - v. The necessary transitions to join the existing improvements.
- c. Improve Arbor Vitae Street adjoining this subdivision by the construction of the following:
- i. A concrete curb, a concrete gutter, and a 13.5-foot concrete sidewalk with tree wells in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - ii. Suitable surfacing to join the existing pavements and to provide a 34.5-foot half roadway in accordance with the Modified Boulevard II standard as shown on Figure 2 as part of CPC 2016-3390 (GPA/ZC/SP).
  - iii. Access ramps at the intersections with New "D" Street and adjacent alley.
  - iv. Any necessary removal and reconstruction of existing improvements.
  - v. The necessary transitions to join the existing improvements.
  - vi. Any necessary removal and reconstruction of existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- d. Improve Airport Boulevard adjoining this subdivision by the construction of the following:
- i. New concrete curb, 2-foot gutter, and minimum 12-foot (easterly side adjoining the subdivision), and minimum 18-foot wide (westerly side) concrete sidewalk with tree wells.
  - ii. Suitable surfacing to join the existing pavements and to provide a minimum total 96-foot roadway width.
  - iii. Access ramps at the corner intersections with New "B" Private Street, West 93rd Street and West 96th Street, 96th Place and concrete bus pad as proposed.

- iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - v. Any necessary removal and reconstruction of existing improvements to join the existing improvements, including any fences and other encroachments within the remainder public right-of-way after the merger.
- e. Improve West 96th Street easterly of Airport Boulevard within this subdivision by the construction of the following:
  - i. New concrete curb, 2-foot gutter, minimum 13-foot concrete sidewalk with tree wells on the northerly and southerly sides adjoining the subdivision.
  - ii. Suitable surfacing to join the existing pavements and to provide a minimum 46-foot wide total roadway.
  - iii. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
  - iv. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- f. Improve 96th Place adjoining the subdivision by the construction of a hammerhead at the terminus satisfactory to WLA District Office, access ramps for ADA compliance at the intersections with Airport Boulevard. Repair all broken, concrete sidewalk, concrete curb and 2-foot gutter and install tree wells. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas. Close all unused driveways.
- g. Improve West 98th Street westerly of New "A" Street adjoining this subdivision by the construction of new concrete curb, 2-foot gutter and 13-foot wide concrete sidewalk with tree wells.
- h. Improve West 98th Street easterly of New "A" Street adjoining this subdivision by the construction of the following:
  - i. Concrete curb, 2-foot gutter, 15-foot and concrete sidewalk with tree wells.
  - ii. Suitable surfacing to join the existing pavements and to provide a 70-foot wide total roadway width.
  - iii. New intersection with access ramps at the corners intersections with New "A" Private Street for ADA compliance satisfactory to the City Engineer.

- iv. Close all unused driveways with full curb height, 2-foot gutter and concrete sidewalk.
- v. Any necessary removal and reconstruction and repairs of existing pavement, concrete curb and gutter to join the proposed improvements.
- i. Improve West 93rd Street adjoining the subdivision by the construction of suitable turnaround area at the terminus satisfactory to WLA District Office, access ramps for ADA compliance at the intersections with Airport Boulevard. Replace broken sidewalk, curb and 2-foot gutter along the south side of West 93rd Street and install tree wells and close all unused driveways. Provide all necessary transition, removal and reconstruction of existing improvements with the merged areas.
- j. Reconstruct all alleys adjoining the subdivision with asphalt pavement and 2-foot wide longitudinal concrete gutter. Upgrade all alley intersections with public and private streets to City standards.
- k. Construct a new roadway for New "A" Street (Private Street) as proposed on the revised tentative map dated May 10, 2017, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval. That entire Private Street "A" as shown on tentative map shall be constructed and open to the public prior to the Recordation of the final map satisfactory to the City Engineer.
- l. Construct a new roadway for New "B" Street (Private Street) as proposed on the revised tentative map dated May 10, 2017, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- m. Construct a new roadway for New "D" Street (Private Street) as proposed on the revised tentative map dated May 10, 2017, to the satisfaction of the City Engineer. Construct the improvements under Class "B" Permit per Bureau of Engineering approval.
- n. Construct sewer main line connections within suitable easements to suitable outlets, and abandon any unused public sewers, in a manner satisfactory to the City Engineer.
- o. Construct drainage system within suitable easements, and abandon any unused public drainage facilities, in a manner satisfactory to the City Engineer.

#### **DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION**

31. That prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:

- a. Obtain permits for the demolition or removal of all existing structures on the site. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work; OR,
- b. Show that the existing structures to remain are in compliance with the opening protection, fire-resistiveness, and exiting requirements as required per the Building Code and the uses, setbacks, driveway access, and required parking per the Zoning Code within each lot.
- c. Zone change approval is required prior to Zoning Section clearance.
- d. Obtain approval and comply with all conditions from Bureau of Engineering for the proposed merger of the public streets and alley.
- e. Obtain approval and comply with all conditions from Bureau of Engineering and Fire Department for the proposed Private Streets.
- f. Show all street dedication(s) as required by Bureau of Engineering and provide net lot area after all dedication. "Area" requirements shall be re-checked as per net lot area after street dedication.

**Notes:**

The proposed building plans have not been checked for and shall comply with Building and Zoning Code requirements. With the exception of revised health or safety standards, the subdivider shall have a vested right to proceed with the proposed development in substantial compliance with the ordinances, policies, and standards in effect at the time the subdivision application was deemed complete. Plan check will be required before any construction, occupancy or change of use.

If the proposed development does not comply with the current Zoning Code, all zoning violations shall be indicated on the Map.

An appointment is required for the issuance of a clearance letter from the Department of Building and Safety. The applicant is asked to contact Laura Duong at (213) 482-0434 to schedule an appointment.

**DEPARTMENT OF TRANSPORTATION**

- 32. That the project be subject to recommendations from the Department of Transportation.
  - a. A minimum of 20-foot reservoir space be provided between any security gate(s) and the property line when driveway is serving less than 100 parking spaces. Reservoir space will increase to 40-feet and 60-feet when driveway is serving more than 100 and 300 parking spaces respectively.

- b. Parking stalls shall be designed so that a vehicle is not required to back into or out of any public street or sidewalk (not applicable when driveways serve not more than two dwelling units and where the driveway access is to a street other than a major or secondary highway), LAMC 12.21 A.
- c. Project should be in compliance with attached Transportation Improvement and Mitigation Program.
- d. This project is subject to the Los Angeles Coastal Transportation Corridor Specific Plan requirements. A parking area and driveway plan shall be submitted to the Department of Transportation for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Final DOT approval should be accomplished by submitting detailed site/driveway plans at a scale of 1"=40' to DOT's West LA/Coastal Development Review Section located at 7166 W. Manchester Ave., Los Angeles, 90045. For an appointment, call (213) 485-1062.

## **FIRE DEPARTMENT**

33. That prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following:
- a. Submittal of plot plans for Fire Department review and approval prior to recordation of Tract Map Action.
  - b. Access for Fire Department apparatus and personnel to and into all structures shall be required.
  - c. No building or portion of a building shall be constructed more than 150 feet from the edge of a roadway of an improved street, access road, or designated fire lane.
  - d. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
  - e. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky.
  - f. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
  - g. Submit plot plans indicating access road and turning area for Fire Department approval.

- h. Private streets shall be recorded as Private Streets, **AND** Fire Lane. All private street plans shall show the words "Private Street and Fire Lane" within the private street easement.
- i. All parking restrictions for fire lanes shall be posted and/or painted prior to any Temporary Certificate of Occupancy being issued.
- j. Plans showing areas to be posted and/or painted, "FIRE LANE NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application sign-off.
- k. Electric Gates approved by the Fire Department shall be tested by the Fire Department prior to Building and Safety granting a Certificate of Occupancy.
- l. Private streets and entry gates will be built to City standards to the satisfaction of the City Engineer and the Fire Department.
- m. Construction of public or private roadway in the proposed development shall not exceed 15 percent in grade.
- n. Private development shall conform to the standard street dimensions shown on Department of Public Works Standard Plan S-470-0.
- o. Standard cut-corners will be used on all turns.
- p. The Fire Department may require additional vehicular access where buildings exceed 28 feet in height.
- q. The Fire Department may require additional roof access via parapet access roof ladders where buildings exceed 28 feet in height, and when overhead wires or other obstructions block aerial ladder access.
- r. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot plan.
- s. That in order to provide assurance that the proposed common fire lane and fire protection facilities, for the project, not maintained by the City, are properly and adequately maintained, the sub-divider shall assure the following:
  - A. The establishment of a property owners association, which shall cause a yearly inspection to be, made by a registered civil engineer of all common fire lanes and fire protection facilities. The association will undertake any necessary maintenance and corrective measures. Each future property owner shall automatically become a member of the association or organization required above and is automatically subject to a proportionate share of the cost.

- B. The future owners of affected lots with common fire lanes and fire protection facilities shall be informed of their responsibility for the maintenance of the devices on their lots. The future owner and all successors will be presented with a copy of the maintenance program for their lot. Any amendment or modification that would defeat the obligation of said association as the Advisory Agency must approve required hereinabove in writing after consultation with the Fire Department.
- C. In the event that the property owners association fails to maintain the common property and easements as required by the CC and R's, the individual property owners shall be responsible for their proportional share of the maintenance.
- D. Prior to any building permits being issued, the applicant shall improve, to the satisfaction of the Fire Department, all common fire lanes and install all private fire hydrants to be required.
- E. That the Common Fire Lanes and Fire Protection facilities be shown on the Final Map.
- t. The plot plans shall be approved by the Fire Department showing fire hydrants and access for each phase of the project prior to the recording of the final map for that phase. Each phase shall comply independently with code requirements.
- u. The applicant is further advised that all subsequent contact regarding these conditions must be with the Hydrant and Access Unit. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting please call **(213) 482-6504**. You should advise any consultant representing you of this requirement as well.

#### **DEPARTMENT OF WATER AND POWER**

- 34. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1.(c).)

#### **BUREAU OF STREET LIGHTING – SPECIFIC CONDITIONS**

- 35. Street Lighting clearance for this Street Light Maintenance Assessment District condition is conducted at 1149 S. Broadway Suite 200. Street Lighting improvement condition clearance will be conducted at the Bureau of Engineering District office, see condition S-3. (c).



36. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District.
37. Existing street lighting facilities shall be upgraded and or relocated and new street lighting facilities shall be installed to meet current BSL illumination standards on all existing and new roadways and sidewalks adjacent to and included within the boundary of the Tract Map. This includes LAWA private roadways/sidewalks where the BSL will operated and maintain the street lighting as requested by LAWA.

#### **BUREAU OF SANITATION**

38. Wastewater Collection Systems Division of the Bureau of Sanitation has inspected the sewer/storm drain lines serving the subject tract and found potential problems to their structure or potential maintenance problems, as stated in the memo dated June 8, 2017. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

#### **DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS**

39. Prior to the recordation of the final map, the subdivider shall assure, in a manner satisfactory to the Department of City Planning, the following:
  - a. Limit the proposed development to a maximum of 17 lots.
  - b. **Note to City Zoning Engineer and Plan Check.** The Advisory Agency has approved the following variations from the Los Angeles Municipal Code as it applies to this subdivision and the proposed development on the site:  
  
Not Applicable
  - c. The applicant shall install an air filtration system(s) to reduce the effects of diminished air quality on occupants of the project.
  - d. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
  - e. That the subdivider consider the use of natural gas and/or solar energy and consult with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.
  - f. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.

40. That the subdivider shall assure compliance with the Los Angeles International Airport **Specific Plan** prior to the issuance of a building permit, grading permit and the recordation of the final tract map.
41. Prior to the issuance of a grading permit, the subdivider shall assure compliance with the following haul route conditions:
- a. Designated Truck Routes. For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets). Streets to be used are limited to:
    - Aviation Boulevard (Imperial Highway to Manchester Boulevard)
    - Manchester Boulevard (Aviation Boulevard to I-405)
    - Florence Avenue (Aviation Boulevard to I-405)
    - La Cienega Boulevard (north of Imperial Highway)
    - Pershing Drive (Westchester Parkway to Imperial Highway)
    - Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
    - Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
    - Sepulveda Boulevard (Westchester Parkway to Imperial Highway)
    - Imperial Highway (Pershing Drive to I-405)
    - I-405
    - I-105
  - b. Designated Truck Delivery Hours. To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
  - c. Stockpile Locations. All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.
  - d. Trucks shall be restricted to 10-wheel dump trucks or smaller for streets with a width of 25 feet or less. Eighteen-wheel dump trucks are permitted on streets with a width greater than 25 feet. **There shall be no staging or parking of construction vehicles on any of the streets.**
  - e. The Emergency Operations Division, Specialized Enforcement Section of the Los Angeles Police Department shall be notified prior to the start of hauling (213) 486-0777.

- f. Streets shall be cleaned of spilled materials at the termination of each work day.
- g. The final approved haul routes and all the conditions of approval shall be available on the job site at all times.
- h. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- i. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
- j. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- k. All trucks are to be watered at the job site to prevent excessive blowing dirt.
- l. All trucks are to be cleaned of loose earth at the job site to prevent spilling. Any material spilled on the public street shall be removed by the contractor.
- m. The applicant shall be in conformance with the State of California, Department of Transportation, policy regarding movements of reducible loads.
- n. All regulations set forth in the State of California Department of Motor Vehicles pertaining to the hauling of earth shall be complied with.
- o. A Truck Crossing warning sign shall be placed 300 feet in advance of the exit in each direction.
- p. One flag person(s) shall be required at the job and dump sites to assist the trucks in and out of the project area. Flag person(s) and warning signs shall be in compliance with Part II of the 2016 Edition of Work Area Traffic Control Handbook.
- q. The City of Los Angeles, Department of Transportation, telephone (213) 485-2298, shall be notified 72 hours prior to beginning operations in order to have temporary No Parking signs posted along the route, as needed.
- r. Any desire to change the prescribed routes must be approved by the concerned governmental agencies by contacting Street Services Investigation and Enforcement Division at (213) 847-6000 before the change takes place.
- s. The permittee shall notify Street Services Investigation and Enforcement Division, (213) 847-6000, at least 72 hours prior to the beginning of hauling operations and shall also notify the Division immediately upon completion of hauling operations.

- t. A surety or cash bond shall be posted in an amount satisfactory to the City Engineer for maintenance of haul route streets. The forms for the bond will be issued by the Central Los Angeles District Engineering Office, 201 N. Figueroa Street, Land Development Section, Suite 1150, Los Angeles, CA 90012. Further information regarding the bond may be obtained by calling (213) 202-3495.

## DEPARTMENT OF CITY PLANNING - ENVIRONMENTAL MITIGATION MEASURES

### 42. **Construction Mitigation Conditions** - The subdivider shall comply with the Mitigation Monitoring and Reporting Program certified by City Council on June 7, 2017, as follows:

CM-1. That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**

- a. Locate the sign in a conspicuous place on the subject site or structure (if developed) so that it can be easily read by the public. The sign must be sturdily attached to a wooden post if it will be free-standing.
- b. Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period.
- c. If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres, or portion thereof. Each sign must be posted in a prominent location.

CM-2. [MM-AQ (LAMP)-1] Preferential Use of Renewable Diesel Fuel. LAWA will require the use of renewable diesel fuel in proposed Project construction off-road equipment and on-site, on-road trucks for at least 90 percent of diesel fuel demand. Renewable diesel fuel is available locally for fleetwide use and has been shown to reduce criteria pollutant and greenhouse gas emissions from diesel engines.

CM-3. [LAX-AQ-1] Construction-Related Air Quality Control Measures.

- a. Post a publicly visible sign(s) with the telephone number and person to contact regarding dust complaints; this person shall respond and take corrective action within 24 hours.
- b. During construction, the contractor shall demonstrate that all ground surfaces are covered or treated sufficiently to minimize fugitive dust emissions.

- c. All roadways, driveways, sidewalks, etc., being installed as part of the project should be completed as soon as practical; in addition, building pads should be laid as soon as practical after grading.
- d. Prohibit idling or queuing of diesel-fueled vehicles and equipment in excess of five minutes. This requirement will be included in specifications for any LAX projects requiring on-site construction. Exemptions may be granted for safety-related and operational reasons, as defined by CARB or as approved by LAWA.
- e. All diesel-fueled equipment used for construction will be outfitted with the best available emission control devices, where technologically feasible, primarily to reduce emissions of diesel particulate matter (PM), including fine PM (PM<sub>2.5</sub>), and secondarily, to reduce emissions of NO<sub>x</sub>. This requirement shall apply to diesel-fueled off-road equipment (such as construction machinery), diesel-fueled on-road vehicles (such as trucks), and stationary diesel-fueled engines (such as electric generators). (It is unlikely that this measure will apply to equipment with Tier 4 engines, as these engines typically already incorporate the best available emission control devices.) The emission control devices utilized in construction equipment shall be verified or certified by California Air Resources Board or US Environmental Protection Agency for use in on-road or off-road vehicles or engines. For multi-year construction projects, a reassessment of equipment availability, equipment fleet mixtures, and best available emissions control devices shall be conducted annually for equipment newly brought to the project site each year.
- f. Pave all construction access roads at least 100 feet onto the site from the main road.
- g. To the extent feasible, have construction employees commute during off-peak hours.
- h. Make access available for on-site lunch trucks during construction, as feasible and consistent with requirements pertaining to airport security, to minimize off-site worker vehicle trips.
- i. Utilize on-site rock crushing facility, when feasible, during construction to reuse rock/concrete and minimize off-site truck haul trips.
- j. Every effort shall be made to utilize grid-based electric power at any construction site, where feasible. Grid-based power can be from a direct hookup or a tie in to electricity from power poles. If diesel- or gasoline-fueled generators are necessary, generators using "clean burning diesel" fuel and exhaust emission controls shall be utilized.
- k. Suspend use of all construction equipment during a second-stage smog alert in the immediate vicinity of LAX.

- l. Prohibit tampering with construction equipment to increase horsepower or to defeat emission control devices.
- m. The contractor or builder shall designate a person or persons to ensure the implementation of all components of the construction-related measure through direct inspections, record reviews, and investigations of complaints.
- n. Locate rock-crushing operations and construction material stockpiles for all LAX-related construction in areas away from LAX-adjacent residents, to the extent possible, to reduce impacts from emissions of fugitive dust.
- o. On-road medium-duty and larger diesel-powered trucks used on LAX construction projects with a gross vehicle weight rating of at least 14,001 pounds shall, at a minimum, comply with USEPA 2010 on-road emissions standards for PM10 and NOx. Contractor requirements to utilize such on-road haul trucks or the next cleanest vehicle available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.
- p. All off-road diesel-powered construction equipment greater than 50 horsepower shall meet, at a minimum, USEPA Tier 4 (final) off-road emissions standards. Contractor requirements to utilize Tier 4 (final) equipment or next cleanest equipment available will be subject to the provisions of LAWA Air Quality Control Measure CM-3q below.
- q. The on-road haul truck and off-road construction equipment requirements set forth in Standard Air Quality Control Measures CM-3o. and CM-3p. above shall apply unless any of the following circumstances exist and the Contractor provides a written finding consistent with project contract requirements that:
  - (1) The Contractor does not have the required types of on-road haul trucks or off-road construction equipment within its current available inventory and intends to meet the requirements of the Measures CM-3o. and CM-3p. as to a particular vehicle or piece of equipment by leasing or short-term rental, and the Contractor has attempted in good faith and due diligence to lease the vehicle or equipment that would comply with these measures, but that vehicle or equipment is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
  - (2) The Contractor has been awarded funding by SCAQMD or another agency that would provide some or all of the cost to retrofit, repower, or purchase a piece of equipment or vehicle,

but the funding has not yet been provided due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent the equipment or vehicle that would comply with Measures CM-3o. and CM-3p., but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project site, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.

- (3) Contractor has ordered a piece of equipment or vehicle to be used on the construction project in compliance with Measures CM-3o and CM-3p at least 60 days before that equipment or vehicle is needed at the project site, but that equipment or vehicle has not yet arrived due to circumstances beyond the Contractor's control, and the Contractor has attempted in good faith and due diligence to lease or short-term rent a piece of equipment or vehicle to meet the requirements of Measures CM-3o and CM-3p, but that equipment or vehicle is not available for lease or short-term rental within 120 miles of the project, and the Contractor has submitted documentation to LAWA showing that the requirements of this exception provision (Measure CM-3q) apply.
- (4) Construction-related diesel equipment or vehicle will be used on the project site for fewer than 20 calendar days per calendar year. The Contractor shall not consecutively use different equipment or vehicles that perform the same or a substantially similar function in an attempt to use this exception (Measure CM-3q) to circumvent the intent of Measures CM-3o and CM-3p.
- (5) Documentation of good faith efforts and due diligence regarding the above exceptions shall include written record(s) of inquiries (i.e., phone log[s]) to at least three (3) leasing/rental companies that provide construction-related on-road trucks of the type specified in Measure CM-3o above (i.e., medium-duty and larger diesel-powered trucks with a gross vehicle weight rating of at least 14,001 pounds) or diesel-powered off-road construction equipment such as the types to be used by the Contractor, documenting the availability/unavailability of the required types of trucks/equipment. LAWA will, from time-to-time, conduct independent research and verification of the availability of such vehicles and equipment for lease/rent within a 120 mile radius of LAX, which may be used in reviewing the acceptability of the Contractor's good faith efforts and due diligence.



In any of the situations described above, the Contractor/ Subcontractor shall provide the next cleanest piece of equipment or vehicle as provided by the step down schedules in Table 1-A for Off-Road Equipment and Table 1-B for On-Road Equipment.

Nothing in the above shall require an emissions control device (i.e., VDECS) that does not meet OSHA standards.

How to use Table 1-A and Table 1-B: For example, if Compliance Alternative #1 is required by this policy but Contractor cannot obtain an off-road vehicle that meets the Tier 4 interim standard (Compliance Alternative #1 in Table A) and meets one of the above exceptions, then Contractor shall use a vehicle that meets the next compliance alternative (Compliance Alternative #2) which is a Tier 3 engine standard equipped with a Level 3 VDECS. Should Contractor not be able to supply a vehicle with a Tier 3 engine equipped with a Level 3 VDECS in accordance with Compliance Alternative #2 and has satisfied the requirements of one of the above exceptions as to Contractor's ability to obtain a vehicle meeting Compliance Alternative #2, Contractor shall then supply a vehicle meeting the next compliance alternative (Compliance Alternative #3), and so on. If Contractor is proposing an exemption for on-road equipment, the step down schedule in Table B should be used. Contractor must demonstrate that it has satisfied one of the exceptions listed above before it can use a subsequent Compliance Alternative. The goal of this requirement is to ensure that Contractor has exercised due diligence in supplying the cleanest fleet available.

Table 1-A: Off-Road Vehicle Compliance Step-Down Schedule

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	Tier 4 <i>interim</i>	N/A*
2	Tier 3	Level 3
3	Tier 2	Level 3
4	Tier 1	Level 3
5	Tier 2	Level 2
6	Tier 2	Level 1
7	Tier 3	Uncontrolled
8	Tier 2	Uncontrolled
9	Tier 1	Level 2
Equipment less than Tier 1, Level 2 shall not be permitted.		
* Tier 4 (interim or final) or 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		

Table 1-B: On-Road Vehicle Compliance Step-Down Schedule

COMPLIANCE ALTERNATIVE	ENGINE STANDARD	CARB-VERIFIED DECS (VDECS)
1	2007	N/A*
2	2004	Level 3

3	1998	Level 3
4	2004	Uncontrolled
5	1998	Uncontrolled
* 2007 model year equipment not already supplied with a factory-equipped diesel particulate filter shall be outfitted with Level 3 VDECS.		
Equipment with a model year earlier than Model Year 1998 shall not be permitted.		

CM-4. [MM-N (LAMP)-1] Noise Curtains. LAWA shall require construction contractors to use noise curtains, noise blankets, temporary sound walls, or their equivalent during construction to shield nearby sensitive receptors from construction equipment-related noise when an increase of 5 dB(A) is projected to occur over the baseline exterior level. To verify efficiency of the noise reduction features, LAWA will measure construction noise levels at the closest sensitive receptors in compliance with City of Los Angeles standards. If noise levels exceed the 5 dB(A) increase, LAWA will implement additional technological solutions and installation equipment and will repeat measuring construction noise levels, until an increase of 5 dB(A) does not occur.

CM-5. [LAX-N-1] Construction-Related Noise Control. The following measures shall be implemented to reduce construction-related noise impacts:

a. Construction Noise Control

- (1) For all projects near noise-sensitive uses, noise control devices shall be used and maintained, such as equipment mufflers, enclosures, and barriers. Natural and artificial barriers, such as ground elevation changes and existing buildings, may be used to shield construction noise from noise-sensitive uses.
- (2) Stationary source equipment that is flexible with regard to relocation (such as generators and compressors) shall be located at the greatest distance practical from sensitive land uses, and unnecessary idling of equipment shall be prohibited.

b. Construction Staging

- (1) Construction operations shall be staged as far from noise-sensitive uses as feasible.
- (2) Loading and unloading of heavy construction materials shall be located on-site and away from noise-sensitive uses, to the extent feasible.

c. Equipment Replacement. Use "quiet-design" air compressors and other stationary noise sources when such technology/equipment is commercially available.

- d. Construction Scheduling. The timing and/or sequence of the noisiest on-site construction activities shall avoid sensitive times of the day, as feasible (9 p.m. to 7 a.m. Monday - Friday; 6 p.m. to 8 a.m. Saturday; anytime on Sunday or holidays).

CM-6. [MM-ST (LAMP)-1] Construction Traffic Project Task Force.

- a. LAWA would establish a Project Task Force specific to the LAX Landside Access Modernization Program that may be comprised of key stakeholders from LAWA, the Coordination and Logistic Management Team (CALM), other City departments, and others as deemed appropriate. This Project Task Force would provide input into worksite traffic control plans and other traffic management plans that are developed for the Project. The Project Task Force would review the traffic management plans to ensure the following topics are considered:
  - Coordination with all other LAWA construction projects;
  - Coordination with other public infrastructure projects;
  - Detour impact analysis for pedestrian, business, bicycle, and traffic flow;
  - Coordinate closures and restricted access with all potential special events and holiday traffic flow
  - Notification to the public with use of static signage, changeable message signs, media announcements, Airport website, etc.;
  - Work with LAWA police and the Los Angeles Police Department to enforce delivery times and routes;
  - Coordinate with police and fire personnel regarding maintenance of emergency access and response times;
  - Monitor and coordinate deliveries;
  - Establish detour routes;
  - Work with residential and commercial neighbors regarding upcoming construction activities; and
  - Analyze traffic conditions to determine the need for additional traffic signals, signs, lane restriping, signal modifications, etc.
- b. The Project Task Force would collaborate with the appropriate groups to develop a comprehensive and long-term communication and construction impact outreach strategy for implementation during construction. The Task Force would work closely with other LAWA departments, including Public Relations, Planning and Development, and Operations. The Task Force would also ensure that an innovative and effective construction outreach and communication strategy is developed to keep key stakeholders, businesses, and residents notified and informed during construction of the proposed Project.

- c. Prior to initiation of construction, contractors would be required to complete a Traffic Management Plan (TMP) with associated Haul Routes and Worksite Traffic Control Plans (WTCP), as well as Temporary Traffic Signal Plans (TTS), and Temporary Street Lighting (TSL) Plans if TTSs and TSLs are needed. The TMP would include a description of how the contractor will manage all construction-related traffic, deliveries, shift hours, parking locations, haul routes, and modifications to shuttle system operations, if any. The WTCP would detail the locations for variable message and other signs, any lane striping changes, any detours, and traffic signal modifications. The WTCP, TTS, TSL, and Haul Routes would require input from the Project Task Force as well as any appropriate agencies and departments. Contractor compliance would be monitored throughout the duration of their contract. LAWA would require contractors to implement and comply with the following TMP measures to reduce construction-related traffic impacts associated with projects at LAX, including:

- (1) Designated Truck Delivery Hours. To the extent possible, truck deliveries of bulk materials such as aggregate, bulk cement, dirt, etc. to the project site, and hauling of material from the project site, shall be scheduled during off-peak hours to avoid the peak commuter and Airport traffic periods on designated haul routes. Peak commuter traffic periods are between 7:00 a.m. to 9:00 a.m. and 4:30 p.m. to 6:30 p.m. Monday through Friday. Peak Airport traffic periods occur throughout most of the day, therefore, to the extent possible, truck delivery hours shall be limited to overnight hours from 1:00 a.m. to 7:00 a.m.
- (2) Designated Truck Routes. For dirt, aggregate, bulk cement, and all other materials and equipment, truck deliveries would be on designated routes only (freeways and non-residential streets).

Designated truck routes are limited to:

- Aviation Boulevard (Imperial Highway to Manchester Boulevard)
- Manchester Boulevard (Aviation Boulevard to I-405)
- Florence Avenue (Aviation Boulevard to I-405)
- La Cienega Boulevard (north of Imperial Highway)
- Pershing Drive (Westchester Parkway to Imperial Highway)
- Westchester Parkway (Pershing Drive to Sepulveda Boulevard)
- Century Boulevard (Sepulveda Boulevard to Aviation Boulevard)
- Sepulveda Boulevard (Westchester Parkway to Imperial Highway)

Highway)

- Imperial Highway (Pershing Drive to I-405)
- I-405
- I-105

- (3) Stockpile Locations. All stockpile locations must be pre-approved by LAWA. Stockpile locations/laydown/ staging areas shall be accessed by construction vehicles with minimal disruption near residential neighborhoods.

CM-7. [MM-ST (LAMP)-2] Maintenance of Traffic. To ensure that continued vehicular access to community facilities is maintained, the contractor shall provide at least one lane of traffic in each direction on access cross streets that are not going to be dead-ended during construction. If one lane of traffic cannot be maintained, the contractor shall provide a detour route for motorists.

CM-8. [MM-ST (LAMP)-3] Worksite Traffic Control Plans. Before the start of construction, Worksite Traffic Control Plans (WTCP) and Traffic Circulation Plans, including identification of detour requirements, will be formulated in cooperation with the affected municipalities and other jurisdictions (County, State) in accordance with the Work Area Traffic Control Handbook (WATCH) manual and the California Manual on Uniform Traffic Control Devices (MUTCD) as required by the relevant municipality. The WTCPs will be based on lane requirements and other special requirements defined by the Los Angeles City Department of Transportation (LADOT), the affected municipalities for construction within their City and from other appropriate agencies for construction in those jurisdictions. The WTCP's shall be designed to maintain designated Safe Routes to School wherever possible during times of the year when nearby schools are in session. The WTCP's shall be reviewed and coordinated with the LAWA Project Task Force 30 days in advance of any restriction or closure, or with as much notice as technically feasible.

CM-9. [MM-ST (LAMP)-4] Roadway Closure Restrictions. No designated major or secondary highway will be closed to vehicular or pedestrian traffic except at night or on weekends, unless approval is granted by the jurisdiction in which it is located.

CM-10. [MM-ST (LAMP)-5] Traffic Maintenance During Construction. The following would be implemented during construction when appropriate City departments or local jurisdictions deem necessary:

- a. Deliveries and pick-ups of construction materials shall be scheduled during non-peak travel periods to the degree possible and coordinated to reduce the potential of trucks waiting to load or unload for protracted periods of time.

- b. Access shall remain unobstructed, or equivalent alternate access provided for land uses in proximity to the Project site during construction.
- c. Unless otherwise specified in the WTCP, the contractor shall maintain access to the businesses that rely on on-street parking and pedestrian access during construction. If it is necessary to temporarily restrict access to a business, the contractor shall provide the facility advance notice of restrictions. Unless otherwise specified in the WTCP, the contractor shall schedule access restrictions to off-peak hours or during times when the business is closed and shall not fully restrict access for the total hours of operation of business on any given day of operation.
- d. Relative to maintaining access to businesses, construction activities shall be sequenced to minimize the temporary removal of multiple blocks of on-street parking at one time unless otherwise specified by the WTCP.
- e. Contractors shall use temporary special signage to inform the public of closure information in advance of temporary closures. Signage shall also provide special access directions, if warranted.
- f. Notice of closure will be prepared by the contractor with legible maps and reviewed prior to dissemination by the Project Task Force.
- g. A construction management plan shall be developed by the contractor and will be implemented during construction, to include the following:
  - (1) Establish requirements for the loading, unloading, and storage of materials on the Project site
  - (2) Coordinate with the City and emergency and safety service providers to ensure adequate access is maintained to the project site and neighboring businesses.
- h. In addition to the mitigation measures identified above, the contractor would be required to comply with City and local jurisdiction guidelines and regulations.

CM-11. [LAX-BR-1] Conservation of Faunal Resources: Nesting Birds/Raptors. LAWA shall require construction contractors to implement the following measures:

- a. Construction shall be scheduled outside of nesting season for those areas of the project site that have a potential for nesting birds/raptors, if feasible.

- b. If construction is scheduled to occur during the nesting season for birds/raptors (generally February 1 to June 30 for raptors and March 15 to August 15 for other birds), vegetation clearing for the proposed Project shall be conducted outside the nesting season, if feasible.
- c. If it is not feasible to schedule vegetation clearing outside of nesting season, then a qualified avian biologist ("biologist") shall inspect the shrubs/trees prior to project activities to ensure that no nesting birds/raptors are present. The qualified avian biologist shall be approved by LAWA, and shall have authority to halt construction activities if nesting birds/raptors are disturbed.
- d. If the biologist finds an active nest within the construction area, or in the vicinity, and determines that the nest may be impacted, the biologist shall delineate an appropriate buffer zone; the size of the buffer zone will depend on the species and the type of construction activity. Only construction activities (if any) that have been approved by the biologist will take place within the buffer zone until the young have fledged and are independent of the adults and nest.
- e. The biologist, shall be present and monitor during construction activities near active nest areas to ensure that no adverse impacts on nesting birds/raptors or young occur. The biologist shall submit weekly reports to LAWA.
- f. Appropriate bird exclusion methods shall be used to discourage birds from nesting in construction equipment and facilities, if determined by the wildlife biologist to be necessary. Bird netting shall not be used as an exclusion method in order to avoid potential bird entanglement.
- g. These impact avoidance measures shall be coordinated with LAWA's United States Department of Agriculture (USDA) Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

CM-12. [LAX-BR-2] Conservation of Floral Resources: Mature Tree Replacement – Nesting Raptors. LAWA shall require construction contractors to implement the following measures:

- a. Prior to construction, affected areas shall be surveyed by a qualified avian biologist (see LAX-BR-1) to identify potential areas for raptor nesting. Results of the survey shall be reported to LAWA. For areas of the project site that have potential for nesting raptors to occur, all mature trees within such areas shall be inspected for current or past raptor nesting activity prior to initiating construction activities during the nesting season (February 1 to June 30).

- b. Inspections for signs of raptor nesting may be conducted outside of nesting season. The biologist shall identify active nests, and evidence of past raptor nesting in mature trees to be removed from the construction area.
- c. Results of surveys and inspections shall be reported to LAWA on a timely basis.
- d. LAWA shall compensate at a ratio of 2:1 for the loss of mature trees with either active nests or evidence of past raptor nesting, which would occur as a result of implementation of any of the project components. The species of newly planted replacement trees shall be local native tree species to the extent feasible. Each mitigation tree shall be at least a 15-gallon or larger specimen. The replacement trees shall be planted within the boundaries of LAX or at a suitable off-site location. If mitigation occurs within LAX boundaries, the replacement site and tree species will be determined in consultation with LAWA's USDA Wildlife Hazard Biologist and will be consistent with FAA AC No. 150/5200-33B "Hazardous Wildlife Attractants on or Near Airports" and LAWA's "LAX Wildlife Hazard Management Plan" to avoid increasing wildlife hazards to aircraft.

CM-13. [LAX-AR-1] Conformance with LAWA's Archaeological Treatment Plan. Prior to initiation of any project-related grading or excavation activities, LAWA shall retain an on-site Cultural Resource Monitor (CRM), as defined in LAWA's Archaeological Treatment Plan (ATP), who will determine if the proposed project is subject to archaeological monitoring. As defined in the ATP, areas are not subject to archaeological monitoring if they contain redeposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable cultural resources, and therefore do not require monitoring). LAWA shall retain an archaeologist to monitor excavation activities in native or virgin soils in accordance with the detailed monitoring procedures and other procedures outlined in the ATP regarding treatment for previously unidentified archaeological resources that are encountered during construction. Monitoring will be subject to the provisions identified below.

- a. Monitoring Requirements. In accordance with the ATP, the CRM will compare the known depth of redeposited fill or disturbance to the depth of planned grading activities, based on a review of construction plans that provide details about the extent and depth of project-related grading and other development-related data, such as geotechnical investigations that include soils borings and delineation of subsurface strata types. Such detailed information regarding excavation plans and subsurface investigations will be completed and made available prior to the start of grading and construction. If the CRM determines, based on the detailed plans and data, that all or specific portions of the proposed project area warrant



archaeological monitoring during grading activities, a qualified archaeologist (an archaeologist who satisfies the Secretary of the Interior's Professional Qualifications Standards [36 CFR 61]) shall be retained by LAWA to inspect excavation and grading activities that occur within native material. The extent and frequency of inspection shall be defined based on consultation with the archaeologist and the requirements of the ATP, which stipulates that ground-disturbing activity in areas designated as having a high potential for subsurface archaeological deposits will be monitored full time, and such activities in areas designated as potentially containing redeposited fill or having been disturbed will be monitored periodically or suspended entirely as determined by the consulting archaeologist and LAWA. Following initial inspection of excavation materials, the archaeologist may adjust inspection protocols as work proceeds.

- b. Identification, Evaluation, and Recovery. In accordance with State CEQA Guidelines Section 15126.4(b)(1), should archaeological resources that are either historical resources or unique archaeological resources be discovered, preservation in place is the preferred manner for mitigating impacts to archaeological sites. When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Identification, evaluation, and recovery of cultural resources shall be conducted in accordance with the methods established in the ATP including, but not limited to, methods pertaining to surface recordation, shovel test excavations, test unit excavations, laboratory analysis, reporting, and curation. If potentially significant resources are identified, the monitoring archaeologist shall be empowered to halt construction activities within 25 to 50 feet of the identified resource. If Native American cultural resources are encountered, LAWA shall comply with guidance established in the ATP for retaining a Native American monitor including, but not limited to, notification of the NAHC and, based on the recommendations from NAHC, retention of a Native American monitor from a list of suitable candidates supplied by NAHC. If human remains are found, LAWA shall comply with the State Health and Safety Code Section 7050.5 regarding the appropriate treatment of those remains as outlined in the ATP, which requires notification of the Los Angeles County Coroner's Office, notification of the NAHC and the Most Likely Native American Descendent if the remains are those of a Native American, immediately halting field work or grading in any area reasonably suspected to overlie adjacent human remains, cordoning off the site, and proper treatment and burial.

- c. **Reporting and Curation.** Reporting shall be completed in conformance with the guidelines set forth by the Office of Historic Preservation for Archaeological Research Management Reports and requirements established in the ATP pertaining to the contents of the Archaeological/Cultural Monitor Report. Proper curation and archiving of artifacts shall be conducted in accordance with industry and federal standards and as outlined in the ATP.

CM-14. [LAX-AR-2] **Archaeological Resources Construction Personnel Briefing.** Prior to initiation of grading activities, LAWA shall require the consulting archaeologist to provide construction personnel with a briefing in the identification of archaeological resources and in the correct procedures for notifying the relevant individuals should such a discovery occur.

CM-15. [LAX-PR-1] **Conformance with LAWA's Paleontological Management Treatment Plan (PMTP).** Prior to initiation of grading activities, LAWA shall retain a professional paleontologist, as defined in LAWA's PMTP, who will determine if the proposed site exhibits a high or low potential for subsurface resources. As defined in the PMTP, areas are not subject to paleontological monitoring if they contain re-deposited fill or have previously been disturbed (i.e., areas where project-related excavation extends into re-deposited fill or other previously disturbed soils are considered unlikely to contain/yield notable paleontological resources, and therefore do not warrant monitoring). If the project site is determined to exhibit a high potential for paleontological resources, paleontological monitoring shall be conducted by a professional paleontologist. If the project site is determined to exhibit a low potential for subsurface deposits, excavation need not be monitored as per the PMTP.

- a. **Monitoring Requirements.** In accordance with the PMTP, LAWA shall supply the paleontological monitor (PM) with a construction schedule and any construction, grading, excavation and/or shoring plans prior to the initiation of ground-disturbing activities. LAWA shall also provide the PM access to geotechnical studies completed for the project that contain information indicating subsurface strata types, which can help delineate the areal extent and depth of previously disturbed areas as distinguished from undisturbed areas. Emphasis in identifying construction areas that warrant monitoring shall be placed on the specific portions of the project area identified as exhibiting a high potential for subsurface resources, based on the location of known paleontological localities and/or resources and the identification of areas in which no known disturbances have occurred. The identification of areas to be monitored shall be made by the on-site PM or PM designee in consultation with the appropriate LAWA representative, construction supervisor, and/or geologist, and in accordance with the requirements of the PMTP. Areas of low potential for subsurface paleontological deposits, as documented by technical sources to be underlain by fill materials, or areas that exhibit a high degree of previous disturbance, based on

soil testing shall not be monitored. If excavation activities are scheduled to go below the documented level of fill materials, paleontological monitoring shall be initiated when formational sediments are expected to be reached by earthmoving activities.

- b. Identification, Evaluation, and Recovery. The PM or PM designee shall identify, evaluate, and recover paleontological resources in accordance with the relevant provisions of the PMTP including, but not limited to, monitoring parameters and specifications, safety issues, paleontological resource collection, fossil preparation and curation procedures, fossil donation protocols, and reporting.

CM-16. [LAX-PR-2] Paleontological Resources Construction Personnel Briefing. Prior to initiation of grading activities, LAWA shall require the PM or PM designee to brief construction personnel in the identification of fossils or fossiliferous deposits and in the correct procedures for notifying the relevant individuals should such a discovery occur.

CM-17. [LAX-HM-1] Ensure Continued Implementation of Existing Remediation Efforts Affected by Onsite Construction. Prior to initiating construction, LAWA or its contractor will conduct a pre-construction evaluation to determine if the proposed construction will interfere with existing soil or groundwater remediation efforts. For sites currently on LAX property, LAWA or its contractor will work with tenants to ensure that, to the extent possible, remediation is complete prior to the construction. If remediation must be interrupted to allow for project construction, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.

CM-18. [LAX-HM-2] Ensure Continued Implementation of Existing Remediation Efforts on Parcels Subject to Acquisition. For properties to be acquired, LAWA or its contractor will evaluate the status of all existing soil and groundwater remediation efforts. As part of this evaluation, LAWA or its contractor will assess the projected time required to complete the remediation activities and will coordinate with the land owner and the agency with jurisdiction to ensure that remediation is completed prior to scheduled demolition and construction activities, if possible. In cases where remediation cannot be completed prior to demolition and construction

activities, LAWA or its contractor will notify and obtain approval from the regulatory agency with jurisdiction, as required, and will evaluate whether new or increased monitoring will be necessary. If it is determined that contamination has migrated during construction, temporary measures will be taken to stop the migration. As soon as practicable following completion of construction in the area, remediation will be reinstated, if required by the RWQCB or another agency with jurisdiction. In such cases, LAWA or its contractor will coordinate the design of the project component and the re-design of the remediation systems to ensure that they are compatible and to ensure that the proposed remediation system is comparable to the system originally in place. If it is determined during the pre-construction evaluation that construction will preclude reinstatement of the remediation program, LAWA or its contractor will obtain approval to initiate construction from the agency with jurisdiction.

43. **Project/Operation Mitigation Conditions.** The subdivider shall comply with the Mitigation Monitoring and Reporting Program certified by City Council on June 7, 2017, as follows:

PM-1. [LAX-AQ-2] Transportation-Related Air Quality Control Measures.

- a. Provide preferential parking locations for ultra-low emission vehicles/super low emission vehicles/zero emission vehicles (ULEV/SULEV/ZEV) in all (including employee) LAX lots; provide free charging stations for ZEV; include public outreach to reduce air emissions from automobiles accessing airport parking.
- b. Develop measures to reduce air emissions of vehicles in line to exit parking lots such as pay-on-foot (before getting into car) to minimizing idle time at parking check out, including public outreach.
- c. Implement on-site circulation plan in parking lots to reduce time and associated air emissions from vehicles circulating through lots looking for parking.
- d. Promote "best-engine" technology for rental cars using on-airport rent-a-car facilities to reduce vehicle air emissions.
- e. Consolidate non-rental car shuttles using SULEV/ZEV engines to reduce vehicle air emissions.
- f. Cover, if feasible, any parking structures that receive direct sunlight, to reduce volatile emissions from vehicle gasoline tanks; and install solar panels on these roofs where feasible to supply electricity or hot water to reduce power production demand and associated air emissions at utility plants.
- g. Incorporate quick entry and exit parking systems in the project level design of new parking lots/structures.

- h. Include advanced signage in the design of new parking structures that could advise airport users of available parking spaces within the structure.

PM-2. [LAX-AQ-3] Operations-Related Air Quality Control Measure. LAWA will promote the use of electric lawn mowers and leaf blowers, as these units become available for commercial use, for landscape maintenance associated with the proposed project.

PM-3. [MM-GHG (LAMP)-1] Incorporate Solar Energy into LAX Landside Access Modernization Program Facilities. LAWA will provide solar power generation totaling a minimum of 5.70 megawatts in AC output capacity (MWAC) as part of the implementation of the LAX Landside Access Modernization Program.

PM-4. [LAX-A-1] Lighting Controls. Prior to final approval of plans for new lighting, LAWA will conduct reviews of lighting type and placement to ensure that lighting will not interfere with aeronautical lights or otherwise impair Airport Traffic Control Tower or pilot operations. Plan reviews will also ensure, where feasible, that lighting is shielded and focused to avoid glare or unnecessary light spillover.

PM-5. [MM-HW (LAMP)-1] Stormwater Management Facilities (Project-Specific). Table 2 presents the volume of stormwater that would require management to meet the water quality treatment requirement for each proposed Project component, as well as the additional on-site runoff storage/detention that would be needed to fully mitigate peak runoff depth downstream for the 10-year storm event. The design and sizing of drainage system and stormwater quality treatment facilities for the proposed Project shall accommodate those storage requirements. The following table is a description of the design provisions for each Project component that could meet the storage requirements.

Table 2

LAMP COMPONENT	WATER QUALITY REQUIREMENT (ft3)	ADDITIONAL DRAINAGE REQUIREMENT (ft3)	TOTAL (ft3)
ITF West	45,000	49,000	94,000
APM MSF Facility	7,000	16,000	23,000
APM Guideway (entire length)	54000	New Storm Drains	54,000
New Roadways	130,000	New Storm Drains	130,000

LAWA shall include the following measures, or functional equivalents, in the design of each component of the proposed Project to reduce Project-specific impacts on stormwater drainage and flooding:

- a. ITF West. A 1.1-acre site for combined retention and detention will be provided, or functional equivalent, to retain 45,000 ft3 (0.86 acre) of runoff and detain 50,000 ft3 (0.23 acre).

- b. APM MSF. A 0.2-acre site for combined retention and detention will be provided, or functional equivalent, to retain 7,000 ft<sup>3</sup> of runoff (0.13 acre) and detain 16,000 ft<sup>3</sup> (0.07 acre).
- c. Roadways and APM Guideway. For roadways, approximately 2.5 acres of swales will be provided, or functional equivalent, to retain 130,000 ft<sup>3</sup> of runoff. For the APM guideway, approximately 1 acre of surface-level bioretention features will be provided, or functional equivalent, to treat 54,000 ft<sup>3</sup> of runoff.

PM-6. [MM-HWA (LAMP)-2] Stormwater Management Facilities (Project-Specific). LAWA shall include the following measures, or functional equivalents, in the design of stormdrain system improvements for the proposed Project to address deficiencies of local drainages:

- a. LAWA will construct or support on a fair-share basis, improvements to the existing line with larger diameter lines to address the existing drainage deficiencies within the storm drain line along 96<sup>th</sup> Street, Airport Boulevard, and Century Boulevard.

PM-7. [MM-HWA (LAMP)-3] Stormwater Management Facilities (Programmatic). LAWA shall implement the following measures for future related development to reduce impacts on stormwater drainage and flooding:

- a. LAWA will use site design and stormwater management to maintain the site's pre-development runoff rates and volumes for future related development project sites. One hundred percent of rainwater from a three-quarter inch rainstorm will be completely captured, infiltrated, and/or used on-site. LAWA will employ the use of underground cisterns, swales, storm drains, or other stormwater management facilities to achieve this result.

## **BUREAU OF ENGINEERING - STANDARD CONDITIONS**

- S-1. (a) That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the Municipal Code.
- (b) That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.
- (c) That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements.

- (d) That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.
  - (e) That drainage matters be taken care of satisfactory to the City Engineer.
  - (f) That satisfactory street, sewer and drainage plans and profiles as required, together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.
  - (g) That any required slope easements be dedicated by the final map.
  - (h) That each lot in the tract comply with the width and area requirements of the Zoning Ordinance.
  - (i) That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use of access purposes until such time as they are accepted for public use.
  - (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for public use by the tract, or that a suitable resolution of acceptance be transmitted to the City Council with the final map.
  - (k) That no public street grade exceeds 15%.
  - (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 2010.
- S-2. That the following provisions be accomplished in conformity with the improvements constructed herein:
- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
  - (b) Make satisfactory arrangements with the Department of Traffic with respect to street name, warning, regulatory and guide signs.
  - (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.

- (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
- (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.

S-3. That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
- (b) Construct any necessary drainage facilities.
- (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.

Notes:

The quantity of street lights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering condition S-3 (i), requiring an improvement that will change the geometrics of the public roadway or driveway apron may require additional or the reconstruction of street lighting improvements as part of that condition.

- (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the Bureau of Street Maintenance. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree planting, the subdivider or contractor shall notify the Urban Forestry Division ((213) 847-3077) upon completion of construction to expedite tree planting.
- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.
- (f) Construct access ramps for the handicapped as required by the City Engineer.
- (g) Close any unused driveways satisfactory to the City Engineer.
- (h) Construct any necessary additional street improvements to comply with the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.



- (i) That the following improvements be either constructed prior to recordation of the final map or that the construction be suitably guaranteed:

No additional improvements are indicated.

#### NOTES:

The Advisory Agency approval is the maximum number of units permitted under the tract action. However the existing or proposed zoning may not permit this number of units. This vesting map does not constitute approval of any variations from the Municipal Code, unless approved specifically for this project under separate conditions.

Any removal of the existing street trees shall require Board of Public Works approval.

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05-N of the Los Angeles Municipal Code (LAMC).

The final map must be recorded within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

#### **FINDINGS OF FACT (CEQA)**

Pursuant to the California Environmental Quality Act (CEQA), the Deputy Advisory Agency confirmed City Council certification of Environmental Impact Report ENV-2016-3391-EIR (State Clearinghouse No. 2015021014), effective June 7, 2017. As provided in the EIR, find, in the independent judgement of the decision-maker, that pursuant to CEQA Guidelines Section 15162, and based upon the whole of the record, no subsequent or supplemental EIR or negative declaration is required for approval of the project.

#### **FINDINGS OF FACT (SUBDIVISION MAP ACT)**

In connection with the approval of Vesting Tentative Tract No. 74322, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

(a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

The properties are located within the Los Angeles International Airport Plan (a portion of the Land Use Element of the General Plan), and are designated for Airport Landside and Airport Landside Support uses. There are no explicit goals, policies or objectives within this plan concerning subdivisions of land. The properties are zoned LAX, which allow for the proposed subdivision and uses.

The properties are also located within the Airport Landside and Airport Landside Support subareas of the Los Angeles International Airport Specific Plan. All of the subject properties located within the proposed subdivision are zoned LAX (LAMC Section 12.19.1), which allows for uses permitted by the Los Angeles International Airport Specific Plan. The proposed subdivision is for the purpose of maintaining some existing surface parking lot uses, and to establishing a parking structure, Automated People Mover (APM) maintenance facility, and portions of the APM station, guideway, and similar uses, all of which are allowed under the current zone and land use designation.

The properties are also located within the Coastal Transportation Corridor Specific Plan. There are no explicit goals, policies or objectives within these Specific Plans concerning subdivision requests.

The proposed subdivision is necessary to facilitate the prior City Council approval of the LAX Landside Access Modernization Program.

The proposed subdivision for 17 lots ranging in size from approximately 0.743 acres to 28.607 acres is allowable under the adopted land use designations and zoning.

There are many General Plan Framework, General Plan Elements, LAX Plan, and LAX Specific Plan goals, policies and objectives which both generally and explicitly support the development and use of the property for the facilities that the subdivision would enable.

As conditioned, the proposed map is consistent with all applicable General and Specific Plans.

(b) THE DESIGN OR IMPROVEMENT OF THE PROPOSED SUBDIVISION IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

California Government Code Section 66418, a part of the Subdivision Map Act, defines "Design" to mean: "(1) street alignments, grades and widths; (2) drainage and sanitary facilities and utilities, including alignments and grades thereof; (3) location and size of all required easements and rights-of-way; (4) fire roads and firebreaks; (5) lot size and configuration; (6) traffic access; (7) grading; (8) land to be dedicated for park or recreational purposes; and (9) other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the general plan or any applicable specific plan as required pursuant to Section 66473.5."

The property is largely developed as an on-grade parking lot, bus station, and rental car facilities; a smaller portion of the property is vacant, and had previously been developed with residential uses. The property is generally level and well served by public infrastructure and utilities.

Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property, across Sepulveda Boulevard, properties are primarily developed with Los Angeles International Airport and related facilities. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking.

The adopted Los Angeles International Airport Plan designates the subject property for Airport Landside and Airport Landside Support land uses with the corresponding zone of LAX. The property contains approximately 143 net acres (approximately 6,213,375 square feet). The proposed subdivision for 17 lots is allowable under the Plan land use designations and zone.

Mobility Plan 2035, an Element of the City's General Plan, contains the following policies related to mobility and circulation:

Policy 2.14 Street Design. Designate a street's functional classification based upon its current dimensions, land use context, and role.

Policy 2.17 Street Widenings. Carefully consider the overall implications (costs, character, safety, travel, infrastructure, environment) of widening a street before requiring the widening, even when the existing right-of-way does not include a curb and gutter or the resulting roadway would be less than the standard dimension.

Policy 3.2 People with Disabilities. Accommodate the needs of people with disabilities when modifying or installing infrastructure in the public right-of-way.

The streets surrounding the subdivision are generally described as follows:

Westchester Parkway, north of the project, is designated as a Boulevard II and Boulevard II (Modified), having a variable width dedication ranging from 80 feet to 100 feet, and improved with asphalt roadway, concrete curb,

gutter, and sidewalk, street lamps, and a partial landscape parkway containing several trees.

Arbor Vitae, north of the project, is designated as a Boulevard II (Modified), having an approximately 92-foot dedication and improved with asphalt roadway, concrete curb, gutter, sidewalk, street lamps, and parkway.

Airport Boulevard, transecting the easterly side of the project, is designated as a Boulevard I (Modified), having a variable width dedication ranging from 86 feet to 107 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and landscaped parkway to the east of the roadway.

96th Street, along the southeast and southwest sides of the project, is designated as a Collector (Modified), dedicated a variable width ranging from 60 feet to 90 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, parkway, and utility poles.

98th Street, south of the project, is designated as a Boulevard II (Modified), having a variable width dedication ranging from 65 feet to 70 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalks, street lamps, and tree wells.

Sepulveda Boulevard, west of the project, is designated as a Boulevard I, having a variable width dedication ranging from 139.5 feet to 153.5 feet, and improved with asphalt roadway, concrete curb, gutter, sidewalk, parkway, and street lamps.

Sepulveda Eastway, northwest of the project, is designated as a Collector, having a 50-foot dedication, and improved with asphalt roadway, concrete curb, gutter, sidewalk, and parkway.

Approval of the subdivision is predicated upon compliance with the conditions that have been made a part of this determination. These conditions have taken into consideration existing street designations and capacity of public infrastructure, and the need for further improvement based upon the proposed use of the property and the surrounding land uses. Those recommendations have been incorporated into the determination as conditions of approval, and will result in considered improvements, including limited street widening and enhanced pedestrian accommodations at intersections and along sidewalks to facilitate greater access by persons with disabilities. As a condition of approval, the subdivider is required to make dedications and improvements on surrounding streets in order to meet current street standards. The Bureau of Engineering has reviewed the proposed subdivision and found the subdivision layout generally satisfactory. The Departments of Water and Power, Transportation, and Recreation and Parks, the Bureau of Sanitation, and the Fire Department have all reviewed the project and either provided comments and recommendations that have been made conditions of approval, or have indicated that existing facilities can adequately serve the project.

As a part of the environmental review process, the general design of the subdivision was also considered and commented on by relevant public agencies, and their recommendations were made a part of the proposal through environmental mitigation measures.

The site is not subject to the Specific Plan for the Management of Flood Hazards (floodways, floodplains, mud prone areas, coastal high-hazard and flood-related erosion hazard areas).

Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the applicable General and Specific Plans.

(c) THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT.

The property consists of approximately 143 acres, largely developed as an on-grade parking lot, bus station, and rental car facilities; a smaller portion of the property is vacant, and previously developed with residential uses. The property is generally level and well served by public infrastructure and utilities. The property is entirely located within the LAX Zone.

To the north, across Westchester Parkway, properties are mostly zoned LAX and developed with an on-grade parking lot owned by Los Angeles World Airports. Near the northwestern corner, and across Westchester Parkway, properties are zoned [T][Q]M2-1, R4-1, and R1-1 and developed with an office building, a religious institution, and single-family homes. Along the northwestern corner, and across Sepulveda Eastway, properties are zoned [Q]C2-1-CDO and developed with commercial uses and associated parking. North of Arbor Vitae Street, properties are zoned [T][Q]M1-1 and developed with a United States Postal Service Post Office and a rental car facility. The southeast corner of the intersection of Arbor Vitae Street and Airport Boulevard is zoned M1-1 and developed with an automated carwash, restaurant, and motel use. East of the property, lots are located within the M2-1 Zone and developed with a variety of industrial uses. South of the property, lots are located in the C2-2 Zone and developed with office, hotel, rental car, and on-grade parking uses. West of the property is primarily developed with Los Angeles International Airport and related facilities.

New construction on the lots will be concentrated along 96th Street and Airport Boulevard. Lots 1-4, 9, 11-13, and 15-17 are proposed to be developed with the west Intermodal Transportation Facility, portions of the Automated People Mover (APM), APM Maintenance Facility, and on-grade parking lot, all components of the Landside Access Modernization Program (LAMP). After construction of the LAMP components, proposed Lots 5-8, 10 and 14 will be developed with commercial uses, consistent with the Airport Landside Support land use designation.

The property is surrounded by land uses compatible with the proposed facilities.

Based on the zoning, character of surrounding development, and proposed placement of new facility buildings, the site is physically suitable for the type of development proposed.

(d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

The site is one of the few under-improved properties in the vicinity. The development of this tract would represent the culmination of a multi-decade plan to develop airport-serving uses in otherwise industrial and formerly residential use area. No residential use is proposed in conjunction with the subdivision, and there are limitations within the LAX Specific Plan on the amount of non-residential floor area that can be developed on the property. The project proposes no deviations from these limitations.

The site is level and is not located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The Department of Building and Safety, Grading Division, has tentatively approved the tract map without conditions, in accordance with the Grading Regulations, Section 91.3000 of the Los Angeles Municipal Code (LAMC), relative to Division 70 of the Building Code.

The soils and geology reports for the proposed subdivision were found to be adequate by the Grading Division of the Department of Building and Safety.

(e) THE DESIGN OF THE SUBDIVISION OR THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The Environmental Impact Report ENV-2016-3391-EIR, State Clearinghouse No. 2015021014, prepared for the project identified potential adverse impact on wildlife resources, air, water, plant life, or animal life. However, measures are required as part of this approval which will mitigate identified impacts to a less than significant level, including a Mitigation Monitoring and Reporting Plan. Furthermore, the project site, as well as the surrounding area is presently developed with structures and uses which do not provide a natural habitat for fish or significant wildlife.

(f) THE DESIGN OF THE SUBDIVISION OR TYPE IMPROVEMENTS IS NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

There appears to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which has been upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

Further, the project proposes no use or activity that would result in the generation of noxious fumes or contaminated wastewaters that would result in adverse effects on the surrounding community.

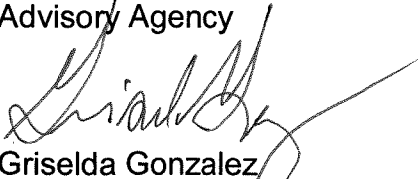
- (g) THE DESIGN OF THE SUBDIVISION OR THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS, ACQUIRED BY THE PUBLIC AT LARGE, FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

Given the size of the project, extending across actively utilized public rights-of-way, the subdivision and proposed development are likely to conflict with existing easements. However, the project has been reviewed by multiple public agencies and their comments have been incorporated into the design of the project. Further, the project will continue to be reviewed by those agencies, and should conflicts arise, the applicant is required to resolve the issue without compromising required access. Finally, needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed tract.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- 1) In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours, configuration of the parcel(s) to be subdivided and other design and improvement requirements.
- 2) Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- 3) The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- 4) The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities.
- 5) In addition, prior to obtaining a building permit, the subdivider shall consider building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

VINCENT P. BERTONI, AICP  
Advisory Agency



Griselda Gonzalez  
Deputy Advisory Agency

VPB:DL:GG:JAH

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission or Area Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid, prior to expiration of the above 10-day time limit. Such appeal must be submitted on Master Appeal Form No. CP-7769 at the Department's Public Offices, located at:

Figueroa Plaza  
201 North Figueroa Street  
4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room 251  
Van Nuys, CA 91401  
(818) 374-5050

West Los Angeles  
Development Services Center  
1828 Sawtelle Blvd., 2nd Floor  
Los Angeles, CA 90025  
(310) 231-2912

**Forms are also available on-line at <http://cityplanning.lacity.org>**

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.