



REPORT TO THE BOARD OF AIRPORT COMMISSIONERS

Evan Haug

Evan Haug (Aug 25, 2021 10:46 PDT)

Approved by: Evan Haug, Senior Real Estate Officer

[Signature]

David Zorn (Aug 25, 2021 11:03 PDT)

Reviewed by: Samantha Bricker, Sustainability and Revenue
Management Officer

D. Dazé

D Dazé (Aug 25, 2021 11:50 PDT)

City Attorney

[Signature]

Justin Erbacci (Aug 25, 2021 13:40 PDT)

Justin Erbacci, Chief Executive Officer

Meeting Date:

9/2/2021

CAO Review:

- Completed
- Pending
- N/A

Reviewed for	Date	Approval Status	By
Finance	8/19/2021	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	JS
CEQA	8/19/2021	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	VW
Procurement	8/19/2021	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cond	LK
Guest Experience	8/19/2021	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	TB
Strategic Planning	8/18/2021	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> NA	KC

SUBJECT

Approve Los Angeles Department of Water and Power-requested language changes to the Easement Deed approved by the Board of Airport Commissioners on May 6, 2021 (Resolution 27251), to grant a permanent easement by Los Angeles World Airports to the Loh Trust, owner of the Shell Gas Station at 5535 West Century Boulevard, in connection with the Landside Access Modernization Program.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Class 5 (4) of the Los Angeles City CEQA Guidelines.
3. APPROVE the added language to the Easement Deed that will grant a permanent easement to the Loh Trust in connection with the implementation of the Landside Access Modernization Program.
4. RECOMMEND and request that the Los Angeles City Council, in accordance with the procedures in City of Los Angeles Administrative Code Section 7.22, make appropriate findings and adopt an ordinance to grant a permanent easement.

5. AUTHORIZE the Chief Executive Officer to execute the Easement Deed granting a permanent easement to the Loh Trust in connection with the implementation of the Landside Access Modernization Program, after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

Approve changes requested by the Los Angeles Department of Water and Power (LADWP) after the Board of Airport Commissioners' (Board) approval of the Easement Deed that grants permanent rights to the Loh Trust for use of a sanitary sewer lateral connection that needed to be relocated as part of the Landside Access Modernization Program (LAMP).

2. Prior Related Actions

- **March 2, 2017 – Resolution No. 26185**
The Board certified the Environmental Impact Report for LAMP and approved the LAMP projects, including the proposed Automated People Mover and Consolidated Rent-A-Car Facility. LAMP project includes, and the Environmental Impact Report analyzed the acquisition of several properties and roadway improvements. On June 7, 2017, the Los Angeles City Council affirmed the Board's actions on LAMP and certified the Environmental Impact Report.
- **May 6, 2021 – Resolution No.27251**
The Board approved a Private Sewer Easement Deed between the City of Los Angeles and the Loh Trust, which granted a permanent easement to access a sewer lateral connection on Los Angeles World Airports (LAWA) property, necessitated by the construction of the LAMP projects. Alternative design options were extensively explored to keep this portion of the sanitary sewer on Shell Gas Station's private property. However, hydraulic feasibility and cost dictated the relocation of Shell's sanitary sewer lateral connection through the adjacent property to the east (located at 5535 W. Century Boulevard, Los Angeles 90045).

3. Current Action

On May 6, 2021, the Board approved an Easement Deed granting permanent rights to the Loh Trust, owner of the Shell Gas Station at 5535 W. Century Boulevard (Attachments 1 and 2), for the use of a sanitary sewer lateral that will connect to a mainline sewer located within a public utility easement along the southern boundary of LAWA property. Changes to the Easement Deed were requested by LADWP in order to protect future LADWP infrastructure improvements. The requested revisions were inadvertently missed in the original version of the Easement Deed.

LADWP has plans to install infrastructure on LAWA land in the same vicinity as Shell Gas Station's sanitary sewer lateral. LADWP's specific projects in the area include two 24" water trunk lines and a 4.8kva duct bank (Attachment 3). References to LADWP infrastructure improvements were inserted into the Easement Deed by LADWP to protect their future infrastructure (Attachment 5). More specifically, LADWP wants to ensure that when the Shell owner performs any maintenance on their new sanitary sewer lateral, proper notification is

provided to LADWP so they can witness the work and ensure that excavation required to access their lateral connection doesn't impact the integrity of LADWP's critical infrastructure. Since the Easement Deed will be recorded and referred to in the future, LADWP wants to memorialize the protection through the Easement Deed.

It was only after the Board approved the Easement Deed that staff realized that LADWP requested revisions had not been included. LADWP's specific projects do not interfere with the rights being conveyed to the Loh Trust in the Easement Deed; therefore, staff accommodated LADWP's changes and now seeks Board approval of the updated Easement Deed (see Attachment 4) to finalize the agreement. This revised Easement Deed is necessary to provide the Shell property owner access to the relocated sewer lateral connection and ensures proper notification to LADWP prior to the owner accessing the sewer lateral.

How this action advances a specific strategic plan goal and objective

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Develop, maintain and operate first class facilities.* Approving changes to the Easement Deed per LADWP's request will allow the granting of this Easement Deed to replace in kind the sewer service to accommodate LAMP construction activities in this area. LAMP is expected to enhance the traveler experience and give customers time-certain access to terminals.

Fiscal Impact

This action will have no fiscal impact on Los Angeles World Airports. This permanent Easement Deed will not affect the market value of this land because the value of the permanent easement encumbrance is de minimis.

4. Alternatives Considered

• ***Take No Action***

Not making changes to the Easement Deed could delay construction of LAMP in this area because other needed City department approvals, including LADWP, could be delayed.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

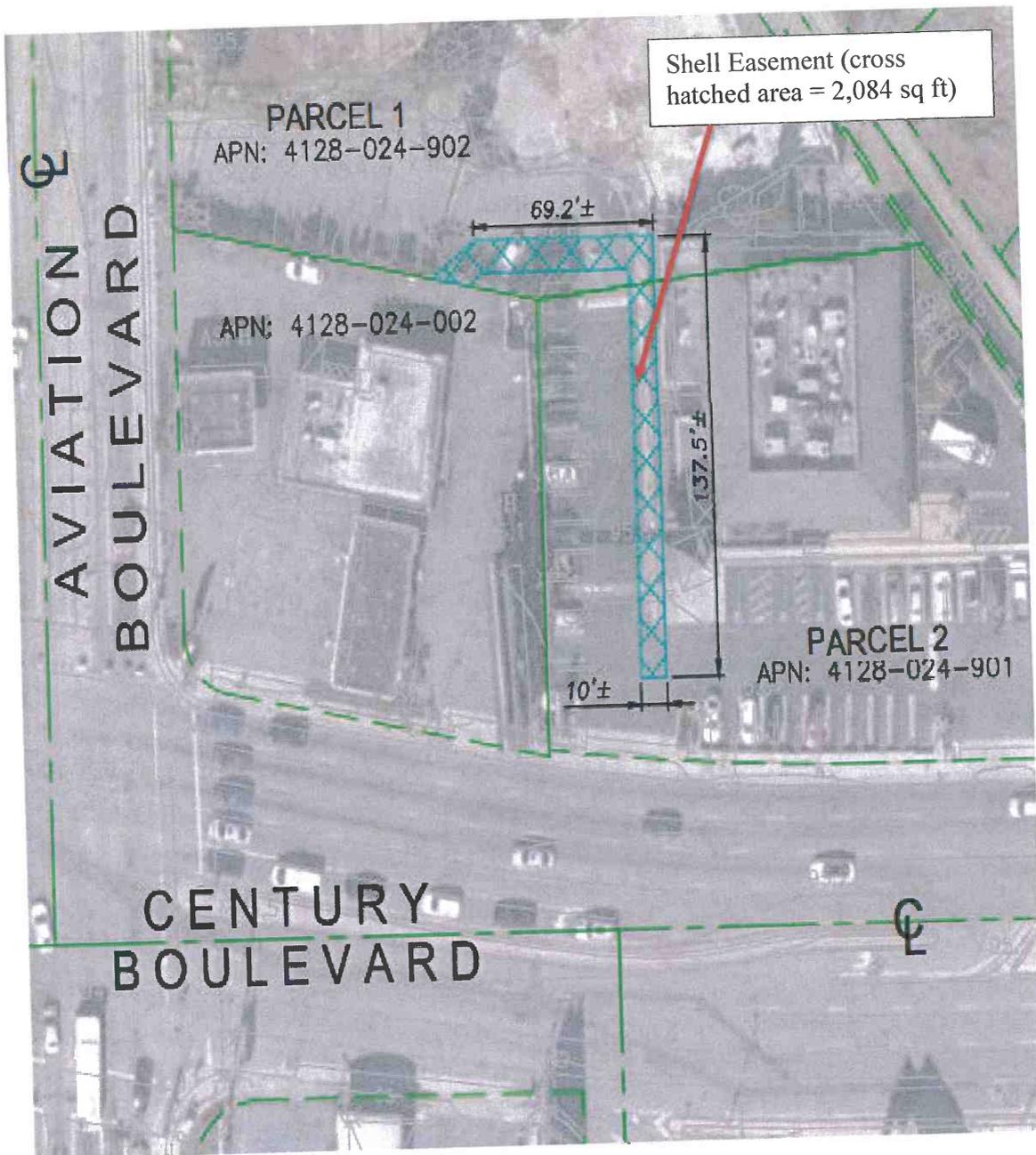
1. The conveyances of minor miscellaneous easements, including street, alley or walkway easements is exempt from CEQA requirements pursuant to Article III, Class 5 (4) of the Los Angeles City CEQA Guidelines.
2. This proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.

4. This action is not subject to the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of MLO Form 50.
16. This action is not subject to the provisions of the Iran Contracting Act.

Attachments:

1. Location Map
2. Site Map
3. Century Boulevard Trunk line – Unit 1 Project (23213)
4. Final Easement Deed
5. Changes to Easement Deed
6. Proposed Form of Ordinance

Attachment 2 - Site Map



**Attachment 4
to
Board Report**

FINAL EASEMENT DEED

**RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:**

Los Angeles World Airports
6053 W. Century Boulevard, 4th Floor
Los Angeles, CA 90045
Attention: Evan Haug

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4128-024-901 & 4128-024-902 EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED
Permanent Sewer Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the City of Los Angeles, a municipal corporation (“**Grantor**”), Grantor does hereby GRANT and CONVEY to Daniel Y. Loh and Janet U. Loh, Trustees of the “Daniel Y. Loh and Janet U. Loh 1969 Trust” (“**Grantee**”), and its successors and assigns, a perpetual and non-exclusive sewer easement (“**Easement**”), over and above, as well as (except as otherwise expressly and specifically provided in this instrument) on, under, in, within, across, along, about and through, that certain portion of Grantor’s real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “A1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “A2” and, in each case, incorporated herein by reference (“**Easement Area**”), together with the right to use all necessary and convenient means of access.

The Easement is to maintain, repair, replace, improve, and alter (collectively hereinafter, the “**Sewer Easement Rights**”) for a new private sewer line to be constructed by the Grantor as part of the Landside Access Modernization Program (LAMP) – Automated PeopleMover (APM) Project (“**Project**”) as a replacement line due to the Project removing the existing private sewer service, together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The purposes of the Easement and Grantee’s rights pursuant to this instrument include: the use of an underground private six inch polyvinyl chloride sanitary sewer pipe, manhole and cleanout structures, and appurtenant sewer facilities (collectively, the “**Facilities**”) all to be constructed by the Grantor necessary to operate a private sewer service line for the existing gas station at 5551 W Century Blvd, Los Angeles, CA 90045.

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor’s property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Grantee’s rights under or pursuant to this instrument. Subject to the exceptions stated expressly below, Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Sewer Easement Area, so as to interfere with the safe, efficient and convenient operation of the Grantee’s rights or which conflict with or which are in violation

of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land.

Except as expressly set forth below, Grantor's use and occupancy of the Sewer Easement Area is limited as follows:

- a) The Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; including but not limited to temporary storage of materials / equipment, parking of vehicles, and ingress/egress of both pedestrian and vehicular travel. Additionally, Grantor reserves the right to maintain and improve existing improvements within the Easement Area surface including, but not limited to landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, and concrete sidewalks, curbs and gutters, except as otherwise expressly and specifically provided in this instrument.
- b) There shall be no surface appurtenances to the Facilities (including, but not limited to meter station, meter pits, fences, signs) with existing drive aisles or parking areas other than cleanout and manhole structures with a top elevation matching surrounding existing pavement.
- c) Grantor may grant other easements over, along and across the Easement Area including without limitation two 24-inch water trunk lines and a 4.8kva duct bank so long as such other easements do not interfere with purposes and uses of the Sewer Easement.
- d) In the event of any future improvements, repairs, maintenance, or alterations, the Grantee shall notify the Grantor their intent of said "**Future Alterations.**" the Grantee is obligated to notify Grantor a minimum of 10 working days in advance of their intent to perform Future Alterations and obtain their written approval prior to performing said Future Alterations. The design and construction included with the Future Alterations on the Facilities and all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry and geographical area where this Easement Area is located, with the Grantee at all times following the highest observed and accepted standards in the industry for the geographical area where this Easement Area is located. Future Alterations may not interfere with the City of Los Angeles Department of Water and Power's operation or maintenance of the two 24-inch water trunk lines and the 4.8kva duct bank illustrated on the map attached hereto as EXHIBIT "1".
- e) The Grantor shall provide free and clear use and access to perform Future Alterations within a reasonable time frame.

Grantor's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land and apply not only to Grantor, but also to Grantor's heirs, successors and assigns, including without limitation Grantor's officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, invitees, successors-in-interest, and all others claiming or entering Grantor's real property by, through or under Grantor, other than Grantee, Grantee's successors, assigns and successors-in-interest as well as those claiming or entering Grantor's real property by, through or under Grantee. Grantee's rights and remedies resulting from Grantor's obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantee, but also in

Grantee's successors and assigns, including without limitation Grantee's successors-in-interest and those claiming or entering Grantor's real property by, through or under Grantee, including without limitation Grantee's officers, directors, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees, including without limitation passengers, patrons and others occupying, using, or performing or providing for Sewer Easement Rights of, for or with respect to the Project and/or the Facilities.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

CITY OF LOS ANGELES,
a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GRANTEE:

DANIEL Y. LOH AND JANET U. LOH,
Trustees of the "Daniel Y. Loh and Janet U.
Loh 1969 Trust

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A1"

Legal Description of Sewer Easement Area
[APN(s): 4128-024-901 and 4128-024-902]

[attached behind this page]

EXHIBIT "A1"
LEGAL DESCRIPTION
SEWER EASEMENT

THAT PORTION OF PARCEL 1 AND PARCEL 2 AS DESCRIBED IN THE GRANT DEED TO THE CITY OF LOS ANGELES, RECORDED AUGUST 7, 2000 AS INSTRUMENT NUMBER 00-1226661, IN THE OFFICE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDED WITHIN A STRIP OF LAND, 10.00 FEET WIDE, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING (POC) AT THE INTERSECTION OF CENTURY BOULEVARD WITH AVIATION BOULEVARD AS SHOWN ON MAP FILED FOR RECORD IN BOOK 298 OF RECORDS OF SURVEY, PAGES 51 THROUGH 59, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG AVIATION BOULEVARD CENTERLINE, NORTH 0°10'19" EAST, A DISTANCE OF 222.23 FEET;

THENCE DEPARTING SAID AVIATION BOULEVARD CENTERLINE, SOUTH 89°49'41" EAST, A DISTANCE OF 52.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID AVIATION BOULEVARD WITH THE SOUTH LINE OF SAID PARCEL 1;

THENCE ALONG SAID SOUTH LINE OF PARCEL 1, SOUTH 79°38'05" EAST, A DISTANCE OF 106.72 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE DEPARTING SOUTH LINE OF PARCEL 1, NORTH 55°10'39" EAST, A DISTANCE OF 13.23 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 62.66 FEET;

THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 132.47 FEET TO THE **POINT OF TERMINATION (POT)**.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO BEGIN AT THE SOUTH LINE OF SAID PARCEL 1 AND TERMINATE AT A LINE RUNNING THROUGH SAID **POINT OF TERMINATION** AT RIGHT ANGLES TO LAST SAID COURSE.

CONTAINING 0.048 ACRES OR 2,084 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. 12-31-20

5-11-2020

DATE



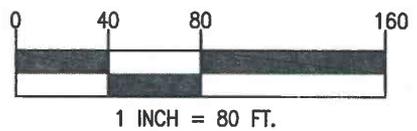
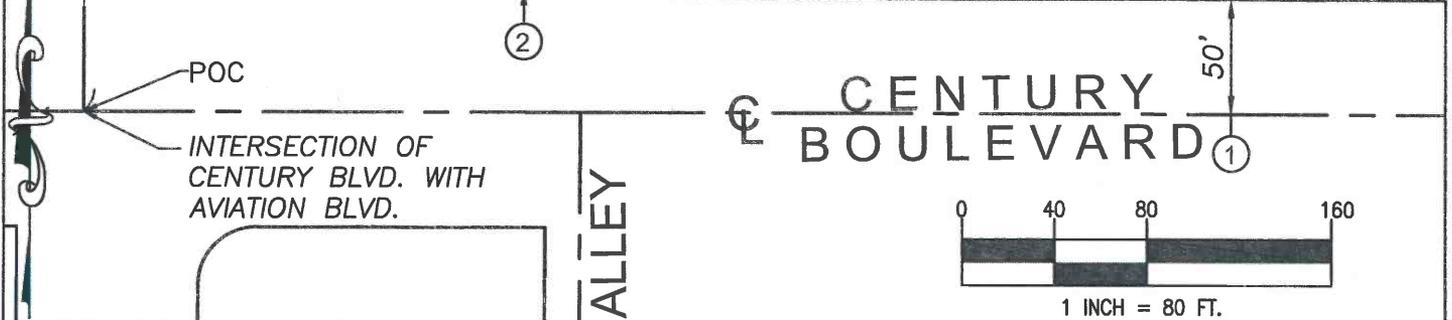
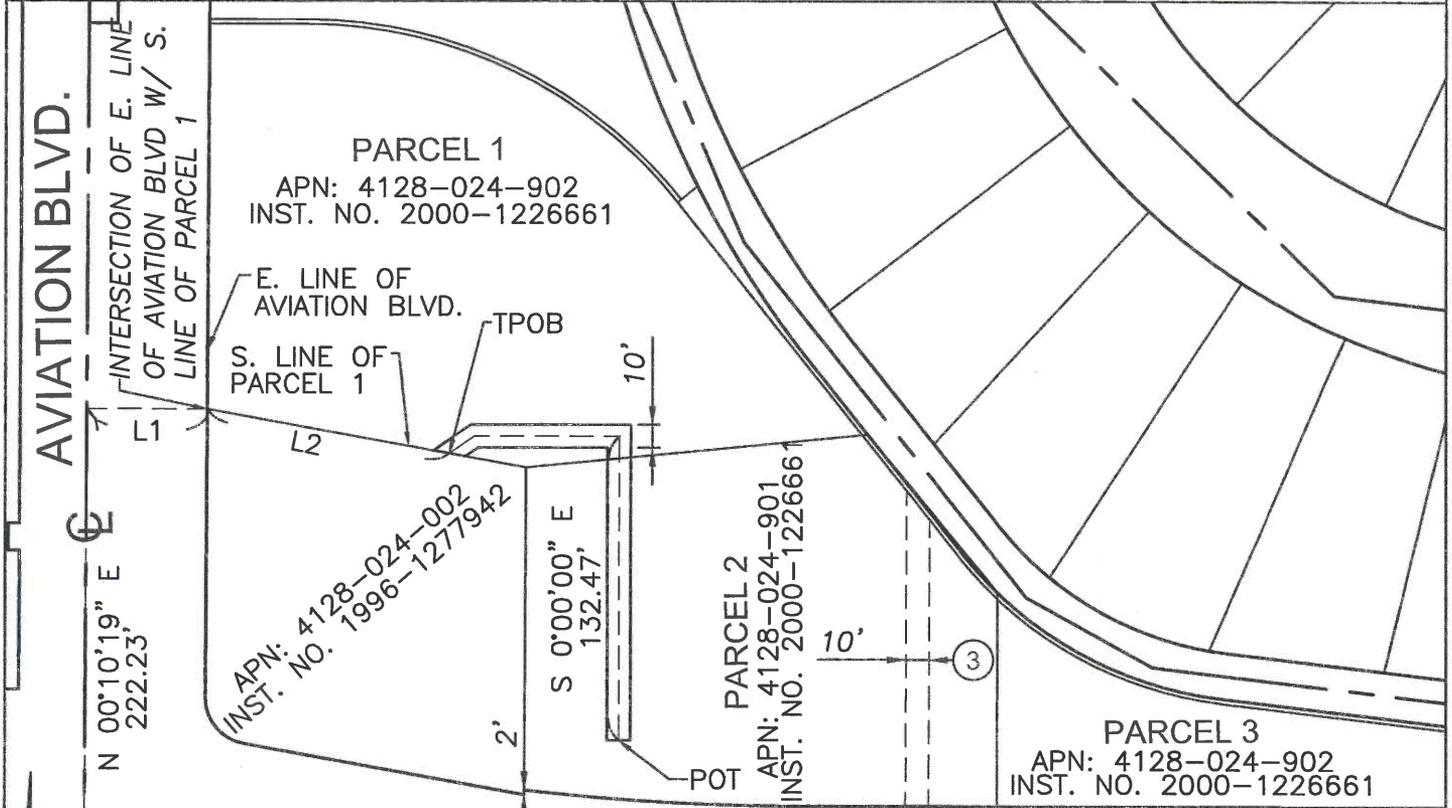
EXHIBIT "A2"

Map of Sewer Easement Area
[APN(s): 4128-024-901 and 4128-024-902]

[attached behind this page]

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-59	SEWER EASEMENT	2,084 SF	4128-024-901,902



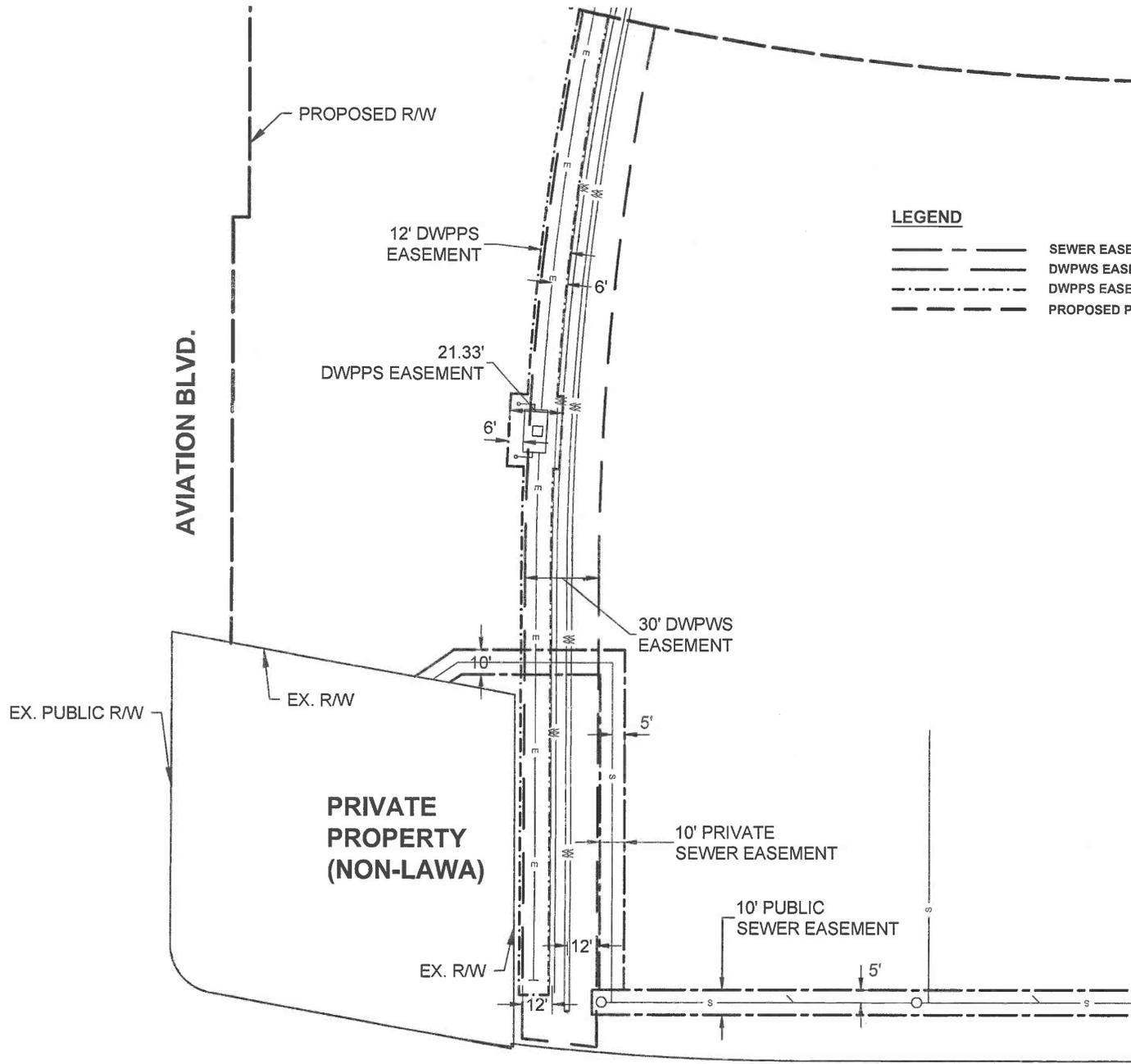
LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	TIE LINE
NOTES	
<p>THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00) DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967</p>	

DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
5-11-20	0	SYS	1	2

EXHIBIT “1”

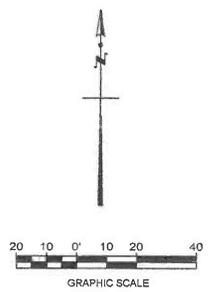
Map of 98th Street Utilities
[APN(s): 4128-024-901 and 4128-024-902]

[attached behind this page]



LEGEND

- SEWER EASEMENT (10')
- DWPWS EASEMENT (26' AROUND BOTH WATER LINES)
- - - - DWPPS EASEMENT (21.33' AROUND VAULTS, 12' AROUND DUCT BANKS)
- PROPOSED PUBLIC R/W



**Attachment 5
to
Board Report**

**CHANGES TO
EASEMENT DEED**

**RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:**

Los Angeles World Airports
6053 W. Century Boulevard, 4th Floor
Los Angeles, CA 90045
Attention: Evan Haug

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4128-024-901 & 4128-024-902 EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED
Permanent Sewer Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the City of Los Angeles, a municipal corporation (“**Grantor**”), Grantor does hereby GRANT and CONVEY to Daniel Y. Loh and Janet U. Loh, Trustees of the “Daniel Y. Loh and Janet U. Loh 1969 Trust” (“**Grantee**”), and its successors and assigns, a perpetual and non-exclusive sewer easement (“**Easement**”), over and above, as well as (except as otherwise expressly and specifically provided in this instrument) on, under, in, within, across, along, about and through, that certain portion of Grantor’s real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “A1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “A2” and, in each case, incorporated herein by reference (“**Easement Area**”), together with the right to use all necessary and convenient means of access.

The Easement is to maintain, repair, replace, improve, and alter (collectively hereinafter, the “**Sewer Easement Rights**”) for a new private sewer line to be constructed by the Grantor as part of the Landside Access Modernization Program (LAMP) – Automated PeopleMover (APM) Project (“**Project**”) as a replacement line due to the Project removing the existing private sewer service, together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The purposes of the Easement and Grantee’s rights pursuant to this instrument ~~and~~ include: the use of an underground private six inch polyvinyl chloride sanitary sewer pipe, manhole and cleanout structures, and appurtenant sewer facilities (collectively, the “**Facilities**”) all to be constructed by the Grantor necessary to operate a private sewer service line for ~~existing~~ the ~~existing~~ gas station at 5551 W Century Blvd, Los Angeles, CA 90045.

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor’s property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Grantee’s rights under or pursuant to this instrument. Subject to the exceptions stated expressly below, Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Sewer Easement Area, so as to interfere with the safe, efficient and convenient operation of the Grantee’s rights or which conflict with or which are in -violation

of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land.

Except as expressly set forth below, Grantor's use and occupancy of the Sewer Easement Area is limited as follows:

- a) The Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; including but not limited to temporary storage of materials / equipment, parking of vehicles, and ingress/egress of both pedestrian and vehicular travel. Additionally, Grantor reserves the right to maintain and improve existing improvements within the Easement Area surface including, but not limited to landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, and concrete sidewalks, curbs and gutters, except as otherwise expressly and specifically provided in this instrument.
- b) There shall be no surface appurtenances to the Facilities (including, but not limited to meter station, meter pits, fences, signs) with existing drive aisles or parking areas other than cleanout and manhole structures with a top elevation matching surrounding existing pavement.
- c) Grantor may grant other easements over, along and across the Easement Area including without limitation two 24-inch water trunk lines and a 4.8kva duct bank so long as such other easements do not interfere with purposes and uses of the Sewer Easement.
- d) In the event of any future improvements, repairs, maintenance, or alterations, the Grantee shall notify the Grantor their intent of said "**Future Alterations.**" the Grantee is obligated to notify Grantor a minimum of 10 working days in advance of their intent to perform Future Alterations and obtain their written approval prior to performing said Future Alterations. The design and construction included with the Future Alterations on the Facilities and all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry and geographical area where this Easement Area is located, with the Grantee at all times following the highest observed and accepted standards in the industry for the geographical area where this Easement Area is located. Future Alterations may not interfere with the City of Los Angeles Department of Water and Power's operation or maintenance of the two 24-inch water trunk lines and the 4.8kva duct bank illustrated on the map attached hereto as EXHIBIT "1".
- e) The Grantor shall provide free and clear use and access to perform Future Alterations within a reasonable time frame.

Grantor's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land and apply not only to Grantor, but also to Grantor's heirs, successors and assigns, including without limitation Grantor's officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, invitees, successors-in-interest, and all others claiming or entering Grantor's real property by, through or under Grantor, other than Grantee, Grantee's successors, assigns and successors-in-interest as well as those claiming or entering Grantor's real property by, through or under Grantee. Grantee's rights and remedies resulting from Grantor's obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantee, but also in

**Attachment 6
to
Board Report**

**PROPOSED FORM
OF ORDINANCE**

ORDINANCE NO. _____

An Ordinance approving Resolution No. _____ of the Board of Airport Commissioners of the City of Los Angeles consenting to the granting by the City of Los Angeles to Daniel Y. Loh and Janet U. Loh as Trustees For THE LOH TRUST ("Grantee") of a non-exclusive Easement for the purpose of permitting the Grantee to use and maintain a sewer line thereon, along, under, across, over or through the property at 5535 West Century Boulevard in Los Angeles, from the City of Los Angeles.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The Los Angeles International Airport Landside Access Modernization Program (LAMP) requires the relocation of a sewer pipe on Grantee's property. It is hereby found and determined that the public interest, convenience and necessity require the granting of a non-exclusive easement ("Easement") to allow Grantee to relocate and use a sewer line ("Facilities") along, under, across and over the certain real property located at 5535 W. Century Boulevard, Los Angeles, CA 90045 identified by APN 4128-024-901 and APN 4128-024-902 and more particularly described in Exhibits A1 and A2, from the City of Los Angeles (hereinafter referred to as the "Grantor"), as set forth in Resolution No. _____ of the Board of Airport Commissioners, attached to this Ordinance as Exhibit "B" hereof ("Resolution"), in order to construct, use, maintain, operate, alter, repair, replace, reconstruct, remove and, from time to time, inspect said Facilities and appurtenances thereto.

Sec. 2. That Resolution is hereby approved and the Easement along and near West Century Boulevard, outlined and delineated on Department of Airports' Drawings No. 1 of 2 and 2 of 2 and attached to this Ordinance as Exhibit "A2" hereof, be and the same is hereby granted to Grantee for the above-described purposes. The legal description of said parcel of land is attached to this Ordinance as Exhibit "A1".

Sec. 3. Grantor, its successors and assigns, reserves for the use and benefit, the right for full use and enjoyment of the surface. Grantee and its successors and assigns, shall at all times maintain the Facilities and the non-exclusive easement area in good order and repair. The Grantee expressly agrees, for itself, its successors and assigns, that it will hold Grantor harmless and defend and indemnify Grantor for any injury or damages caused by the Grantee's activities undertaken pursuant to this Easement. The

Grantee expressly agrees, for itself, its successors and assigns, that before undertaking any emergency or non-emergency work in secured (restricted) areas inaccessible to the general public, Grantee will provide advance notification to the Grantor, or his designee(s), and will use its best efforts to ensure that such work will not interfere with the operation of the Airport, its tenants and/ or the travelling public. The Grantee expressly agrees, for itself, its successors and assigns, that in the event the sewer line service for which said facilities are constructed is discontinued, Grantee will, at Grantor's election remove and/or abandon said facilities within 120 days after receipt of a notice from the Grantor and execute a Quitclaim Deed reconveying this Easement to the Grantor.

Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located in the Main Street lobby to the City Hall; one copy on the bulletin board located at the Main Street entrance to City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Sec. 5. The Chief Executive Officer of LAWA is hereby authorized to execute the easement agreement and easement deed to affect the granting of said easement.

Sec. 6. LAWA is authorized and empowered to execute the easement agreement, deliver the easement deed, and otherwise complete the transaction.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

_____, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality
MICHAEL N. FEUER, City Attorney

By _____
Deputy City Attorney

Date _____

File No. _____