

**ORDINANCE NO. \_\_\_\_\_**

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of a portion of the property located at 9150 South Aviation Boulevard, Inglewood, California 90301 and bearing Assessor's Parcel Number 4126-017-006, as more particularly described in Exhibits C, D, E, and F attached hereto.

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

Section 1. The City Council of the City of Los Angeles hereby approves, ratifies and makes the findings and authorizations set forth in Resolution No. 27439 (Resolution) adopted by the Board of Airport Commissioners (the Board) of Los Angeles World Airports (LAWA).

Sec. 2. The City Council finds and determines that:

- a. LAWA is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
- b. The interests in real property to be acquired consist of: (a) a permanent street easement over a portion of the property as set forth in Exhibit C; (b) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit D; (c) a permanent street easement over a portion of the property as set forth in Exhibit E; and (d) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit F. Collectively, all interests in real property to be acquired are referred to as the "Subject Property." The Subject Property is located within the City of Inglewood, County of Los Angeles, State of California.
- c. The public use for which the Subject Property is being acquired is the Landside Access Modernization Program, a public project designed to improve and modernize access to the Los Angeles International Airport (Project).
- d. Pursuant to Code of Civil Procedure Sections 1240.610 and 1240.510, to the extent that the Subject Property is already devoted to a public use, the use to which the Subject Property is to be acquired under the Resolution is a more necessary public use than the use to which the Subject Property is already devoted; or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
- e. LAWA has the power to acquire the Subject Property pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because it is being

acquired for airport purposes and the Subject Property is necessary and essential to the Project.

- f. The notice of intention to approve the Resolution was given by first class mail to the persons whose property is to be acquired by eminent domain in accordance with Code of Civil Procedure Section 1245.235, and a hearing was conducted by the City Council on the matters contained herein.

Sec. 3. The City Council further finds and determines that:

- a. The environmental impacts of the acquisition of the Subject Property were evaluated in the previously adopted LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Property is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. It is also within the scope of the certified LAMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.
- b. The taking of the Subject Property is authorized by, *inter alia*, Section 19, Article I of the California Constitution; Sections 37350.5 and 40404(f) of the California Government Code; Public Utilities Code Section 21661.6; the Los Angeles City Charter Section 632(c); California Code of Civil Procedure Section 1230.010, et seq.; and all other applicable law as set forth herein.

Sec. 4. The City Council further finds and determines that:

- a. The public interest and necessity require the Project.
- b. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The Subject Property sought to be acquired by eminent domain and described in the Resolution is necessary for the proposed Project.
- d. The offer required by Government Code Section 7267.2(a), together with the accompanying statement and summary of the basis for the amount established as just compensation, was actually made to the owners and was in a form and contained all of the factual information required by Government Code Section 7267.2(a).

- e. The requisite environmental review of the Project and the acquisition of the Subject Property have been completed in accordance with CEQA.

Sec. 5. The City Council approves the Resolution and the exercise of eminent domain by LAWA in accordance with Charter Section 632(c).

Sec. 6. The City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain, subject to approval by the Board when required. The City Attorney is also authorized to seek and obtain an Order for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. The City Attorney may enter into Stipulated Orders for Prejudgment Possession and Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. The City Attorney is further authorized to correct any errors or agree to make any non-material changes to the legal description of the Subject Property that are deemed necessary for the conduct of condemnation action or other proceedings or transactions required to acquire the Subject Property. The City Attorney is further authorized, subject to approval by the Board when required, to compromise and settle such eminent domain proceedings, if such negotiated settlement can be reached, and in that event, take all necessary action to complete the acquisition, including entering into stipulations as to the judgment and other matters, and to cause all such payments to be made.

Sec. 7. The Chief Financial Officer of LAWA, upon proper certification and instruction from the Chief Executive Officer and City Attorney, is authorized to draw demands in the amounts necessary to make deposits of just compensation with the California State Treasurer's Office in connection with the eminent domain proceedings and/or pay the purchase price for the acquisition of the Subject Property through negotiated settlement or court judgment.

EXHIBIT C

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

Los Angeles World Airports  
Commercial Development Department  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216  
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Grant of Permanent Street Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation ("**Grantor**") does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Grantee**"), and its successors and assigns, a permanent easement and right-of-way for public street and incidents and appurtenances thereto ("**Street Easement**"), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor's real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "C1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "C2" and incorporated herein by reference ("**Easement Area**").

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes without limitation constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Aviation Boulevard.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument, including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: \_\_\_\_\_

**GRANTOR:**

The Hertz Corporation, a Delaware Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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: \_\_\_\_\_ (Seal)

**EXHIBIT "C1"**

Legal Description of Street Easement  
[APN(s): 4126-017-006]

[attached behind this page]

**EXHIBIT "C1"**  
**LEGAL DESCRIPTION**  
**PERMANENT STREET EASEMENT**

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING (POC)** AT THE INTERSECTION OF JUDAH AVENUE (NOW AVIATION BOULEVARD) AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH  $89^{\circ}59'50''$  EAST, A DISTANCE OF 59.89 FEET;

**THENCE** DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH  $0^{\circ}00'10''$  EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** DEPARTING THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH  $49^{\circ}57'40''$  WEST, A DISTANCE OF 27.88 FEET;

**THENCE** NORTH  $0^{\circ}11'00''$  EAST, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 22.94 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

**THENCE** NORTH  $89^{\circ}59'50''$  WEST, A DISTANCE OF 5.50 FEET TO A POINT ON THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD);

**THENCE** ALONG THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD), SOUTH  $0^{\circ}3'46''$  WEST, A DISTANCE OF 7.92 FEET TO THE BEGINNING OF THAT TANGENT CURVE HAVING A RADIUS OF 15.00 FEET AND CONCAVE NORTHEASTERLY DESCRIBED IN THE EASEMENT DEED TO THE CITY OF INGLEWOOD AS FILED IN BOOK NUMBER D975, PAGE 933 OF OFFICIAL RECORDS OF SAID COUNTY, RECORDED SEPTEMBER 15, 1960;

**THENCE** SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 23.58 FEET THROUGH A CENTRAL ANGLE OF  $90^{\circ}03'36''$  TO THE NORTH LINE OF SAID ARBOR VITAE STREET;



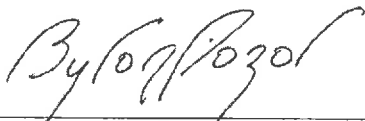
**THENCE ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 11.84 FEET TO THE TRUE POINT OF BEGINNING.**

CONTAINING 0.006 ACRES OR 269 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 "C2" 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

6-30-2021  
DATE



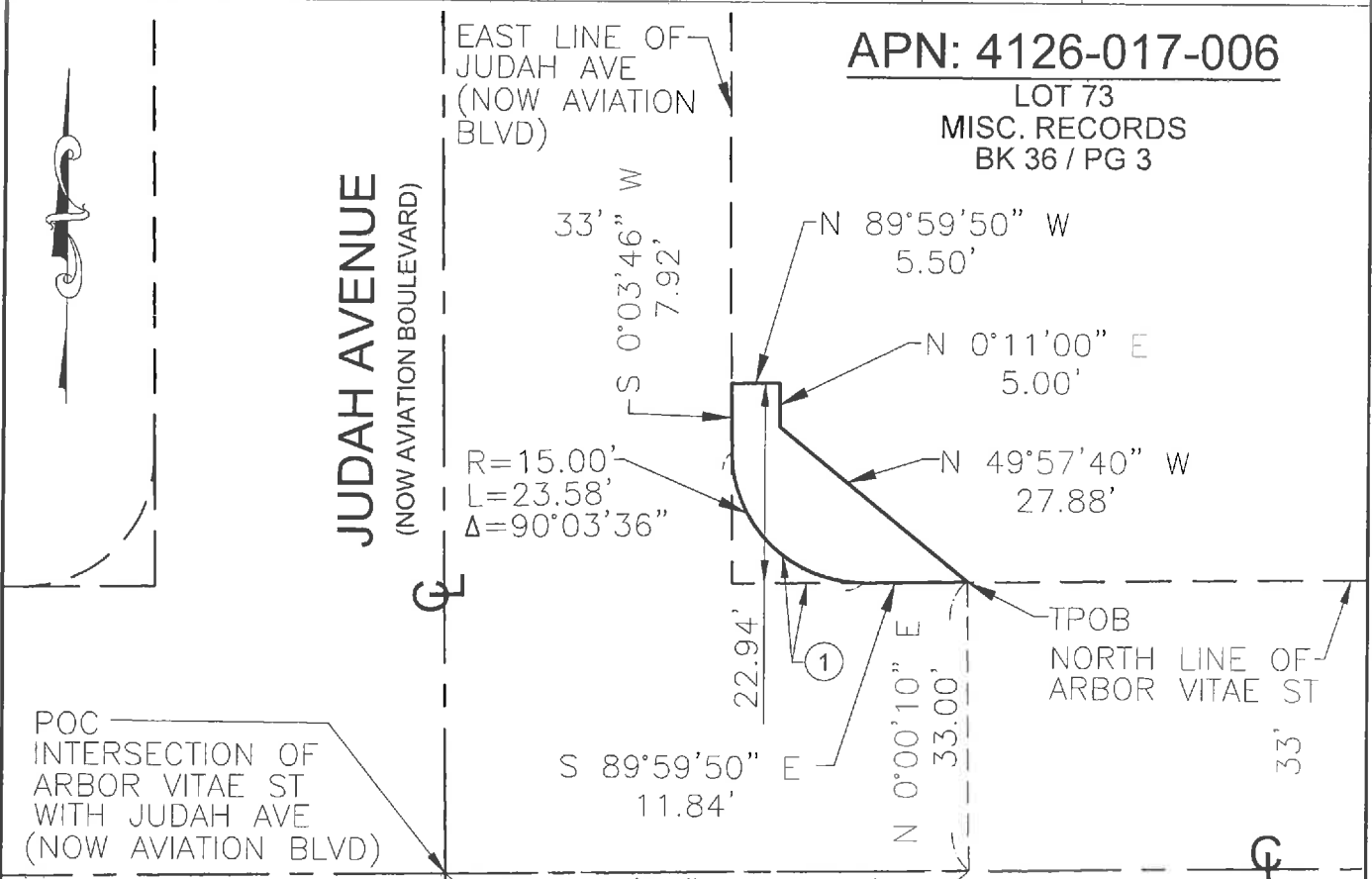
**EXHIBIT "C2"**

Map of Street Easement  
[APN(s): 4126-017-006]

[attached behind this page]

# EXHIBIT C2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	PERMANENT STREET EASEMENT	269 SF	4126-017-006



**ARBOR VITAE ST**

LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

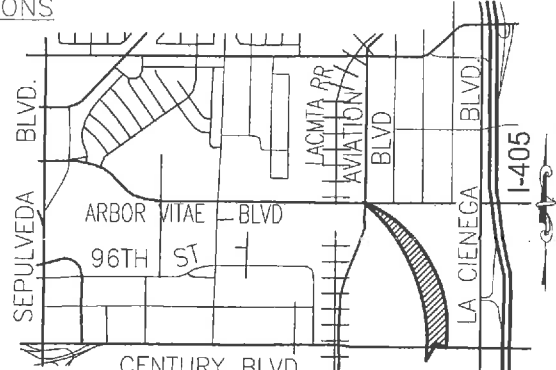
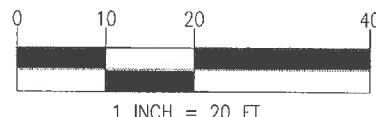
**NOTES**

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

EXISTING EASEMENTS/ DEDICATIONS

① R/W PUBLIC STREET EASEMENT AS DESCRIBED IN BOOK D975 PAGE 933 RECORDED 9/15/1960 OF OR.



**VICINITY MAP**  
NOT TO SCALE

**PARCEL LOCATION**

 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT D

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

Los Angeles World Airports  
Commercial Development Department  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216  
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Grant of Temporary Construction Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation ("**Grantor**"), Grantor does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Grantee**"), and its successors and assigns, a non-exclusive temporary construction easement ("**Temporary Construction Easement**" or "**TCE**"), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor's real property located in the City of Inglewood, County of Los Angeles, State of California ("**Property**") for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Aviation Boulevard in connection with the Landside Access Modernization Program (LAMP) ("**Project**"). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT D1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT D2 and incorporated herein by reference ("**TCE Area**").

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Aviation Boulevard, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee's intent to commence utilization of the TCE Area

and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the commencement date of the TCE;

(b) construction activities within the TCE Area may include without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Aviation Boulevard;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing monument sign in place immediately adjacent to the TCE Area throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: \_\_\_\_\_

**GRANTOR:**

The Hertz Corporation, a Delaware Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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: \_\_\_\_\_ (Seal)

**EXHIBIT D1**

Legal Description of TCE Area  
[APN(s): 4126-017-006]

[attached behind this page]



**EXHIBIT "D1"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**THENCE** ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH 89°59'50" EAST, A DISTANCE OF 79.19 FEET;

**THENCE** DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING NORTH 0°00'00" EAST, A DISTANCE OF 2.00 FEET;

**THENCE** NORTH 89°57'05" WEST, A DISTANCE OF 18.91 FEET;

**THENCE** NORTH 48°57'04" WEST, A DISTANCE OF 28.81 FEET;

**THENCE** SOUTH 0°11'00" WEST, A DISTANCE OF 3.00 FEET;

**THENCE** SOUTH 49°57'40" EAST, A DISTANCE OF 27.88 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

**THENCE** ALONG SAID NORTH LINE OF SAID ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 19.30 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 96 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 "D2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

*Byron J. Cazar*

6-30-2021

BYRON J. CAZAR, P.L.S.

DATE

P.L.S. 9337, EXP. 03-31-23



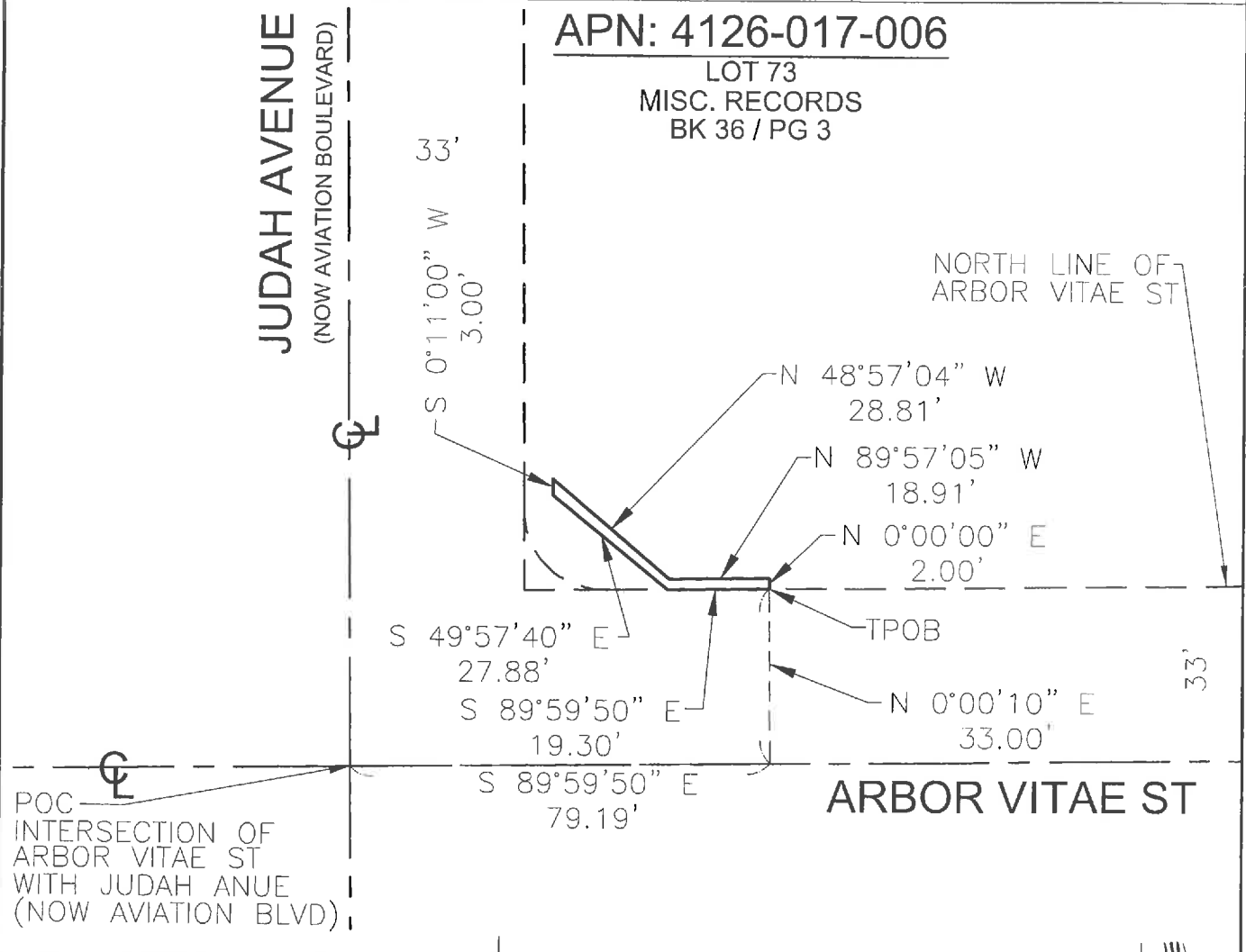
**EXHIBIT D2**

Map of TCE Area  
[APN(s): 4126-017-006]

[attached behind this page]

# EXHIBIT D2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	TEMPORARY CONSTRUCTION EASEMENT	96 SF	4126-017-006

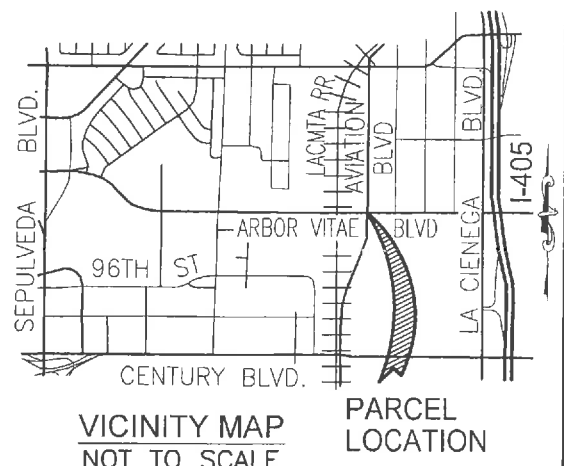
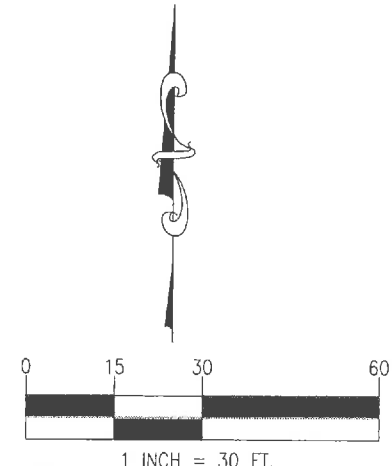


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

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



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT E

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

Los Angeles World Airports  
Commercial Development Department  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216  
Attention: Deputy Executive Director

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(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Grant of Permanent Street Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation ("**Grantor**") does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Grantee**"), and its successors and assigns, a permanent easement and right-of-way for public street and incidents and appurtenances thereto ("**Street Easement**"), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor's real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "E1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "E2" and incorporated herein by reference ("**Easement Area**").

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes, without limitation, constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Isis Avenue.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: \_\_\_\_\_

**GRANTOR:**

The Hertz Corporation, a Delaware Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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: \_\_\_\_\_ (Seal)

**EXHIBIT "E1"**

Legal Description of Street Easement  
[APN(s): 4126-017-006]

[attached behind this page]



**EXHIBIT "E1"**  
**LEGAL DESCRIPTION**  
**PERMANENT STREET EASEMENT**

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING (POC)** AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH  $89^{\circ}59'50''$  WEST, A DISTANCE OF 37.43 FEET;

**THENCE** DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH  $0^{\circ}00'10''$  EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** DEPARTING SAID NORTH LINE OF ARBOR VITAE STREET NORTH  $43^{\circ}47'23''$  EAST, A DISTANCE OF 6.44 FEET TO A POINT ON THE WEST LINE OF ISIS AVENUE AS SHOWN ON SAID MISCELLANEOUS RECORDS MAP;

**THENCE** ALONG SAID WEST LINE OF ISIS AVENUE SOUTH  $0^{\circ}02'42''$  EAST, A DISTANCE OF 4.65 FEET TO THE INTERSECTION OF SAID NORTH LINE OF ARBOR VITAE STREET WITH SAID WEST LINE OF ISIS AVENUE;

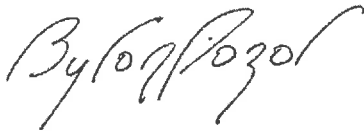
**THENCE** ALONG SAID NORTH LINE OF ARBOR VITAE STREET NORTH  $89^{\circ}59'50''$  WEST, A DISTANCE OF 4.45 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10 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 "E2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



6-30-2021

---

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

DATE



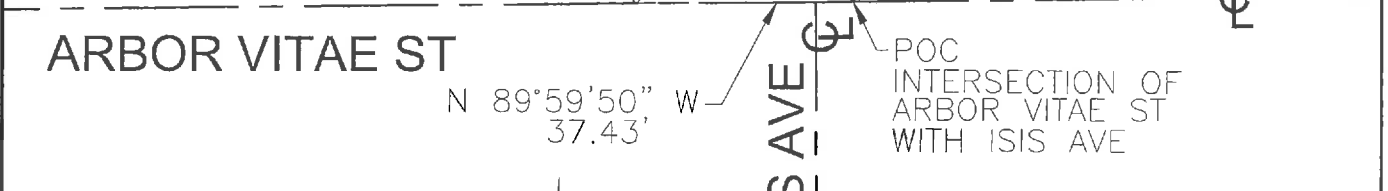
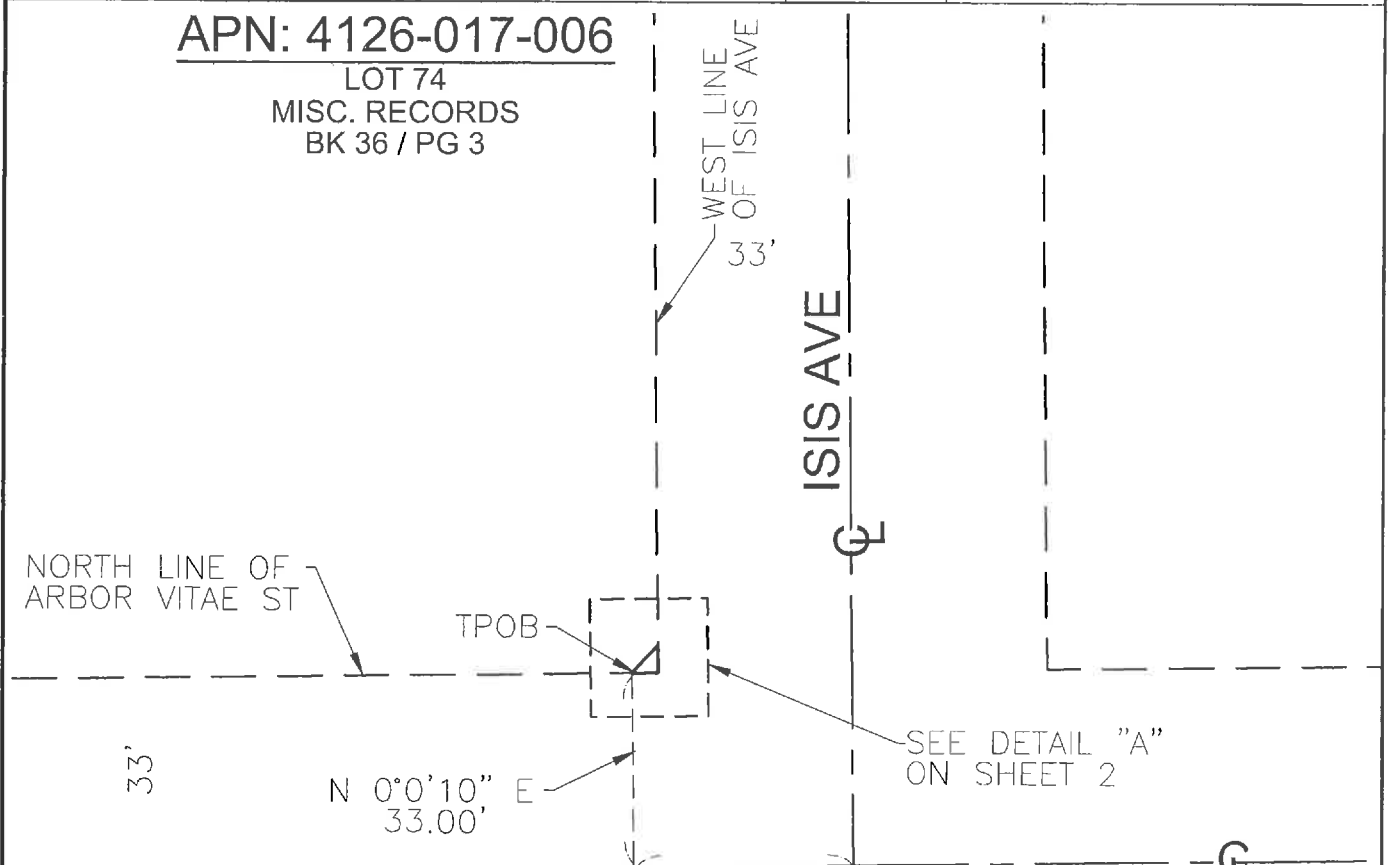
**EXHIBIT "E2"**

Map of Street Easement  
[APN(s): 4126-017-006]

[attached behind this page]

# EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006

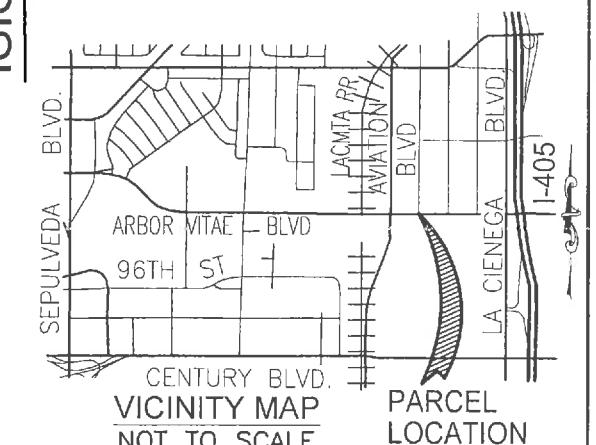
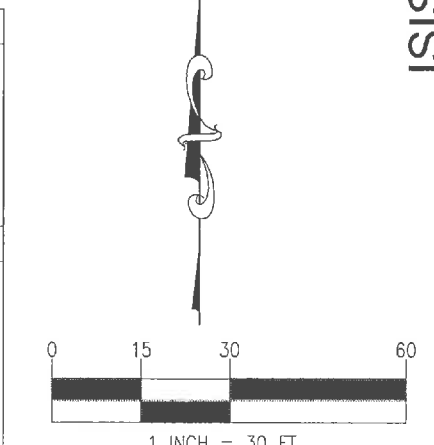


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

**NOTES**

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

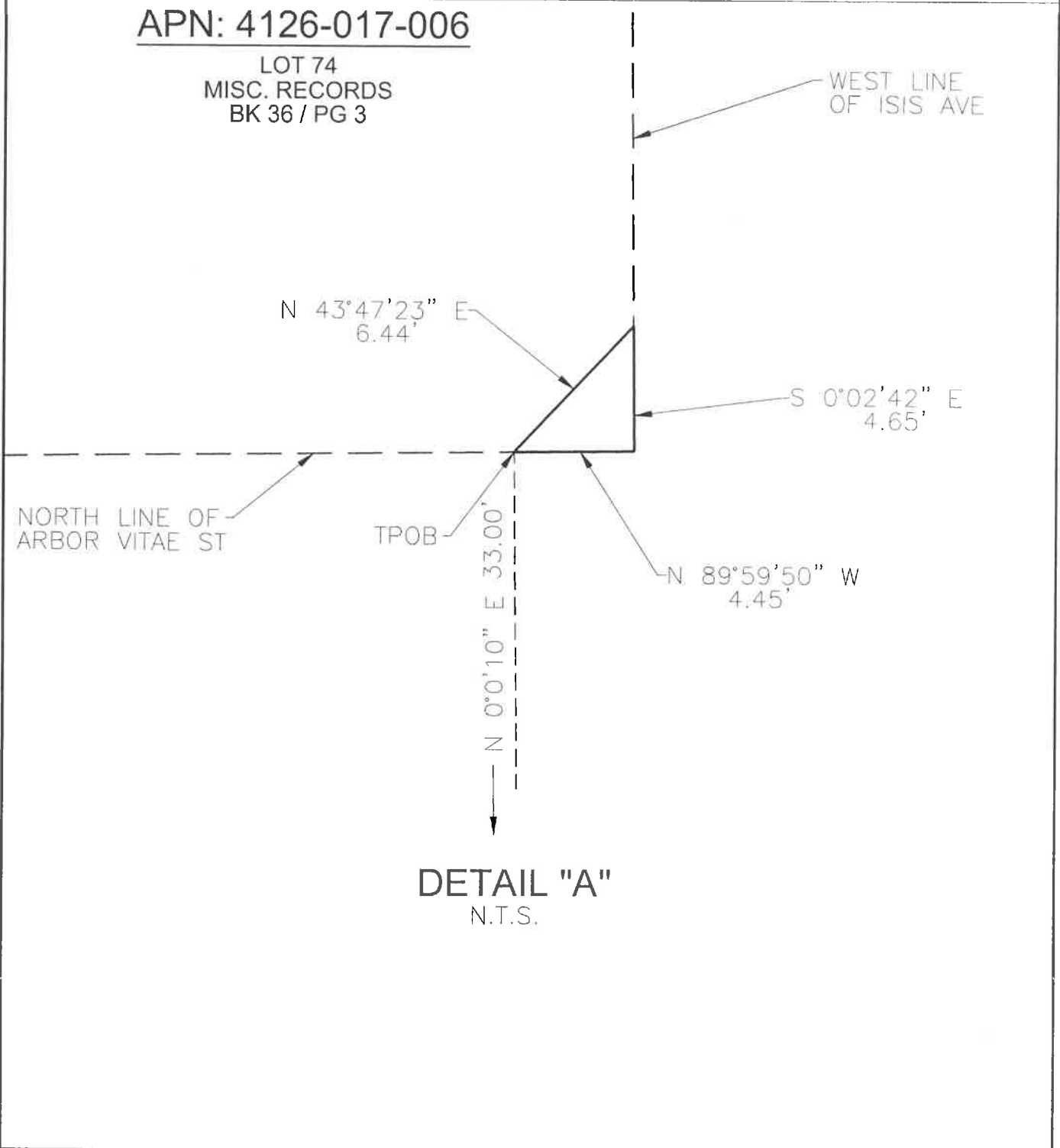
DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967




 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	2

# EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

## EXHIBIT F

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

Los Angeles World Airports  
Commercial Development Department  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216  
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

## EASEMENT DEED

### Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation (“**Grantor**”), Grantor does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners (“**Grantee**”), and its successors and assigns, a non-exclusive temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California (“**Property**”) for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Isis Avenue in connection with the Landside Access Modernization Program (LAMP) (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT F1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT F2 and incorporated herein by reference (“**TCE Area**”).

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Isis Avenue, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies

Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the dates of the TCE;

(b) construction activities within the TCE Area may include, without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Isis Avenue;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing perimeter wall immediately adjacent to TCE Area in place throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: \_\_\_\_\_

**GRANTOR:**

The Hertz Corporation, a Delaware Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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: \_\_\_\_\_ (Seal)

**EXHIBIT F1**

Legal Description of TCE Area  
[APN(s): 4126-017-006]

[attached behind this page]

**EXHIBIT "F1"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING (POC)** AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH 89°59'50" WEST, A DISTANCE OF 41.98 FEET;

**THENCE** DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** NORTH 0°02'42" EAST, A DISTANCE OF 4.53 FEET;

**THENCE** NORTH 18°14'06" EAST, A DISTANCE OF 4.33 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 8.65 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

**THENCE** SOUTH 89°59'50" EAST, A DISTANCE OF 7.66 FEET TO A POINT ON THE WEST OF ISIS AVENUE AS SHOWN ON SAID MISCELLANOUS RECORDS MAP;

**THENCE** ALONG THE WEST LINE OF SAID ISIS AVENUE SOUTH 0°02'42" WEST, A DISTANCE OF 4.00 FEET;

**THENCE** DEPARTING THE WEST LINE OF SAID ISIS AVENUE SOUTH 43°47'23" WEST, A DISTANCE OF 6.44 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

**THENCE** ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH 89°59'50" WEST, A DISTANCE OF 4.55 FEET TO THE **TRUE POINT OF BEGINNING**.

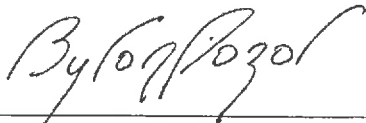
CONTAINING 0.002 ACRES OR 65 SQUARE FEET, MORE OR LESS.

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 "F2" 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

6-30-2021  
DATE



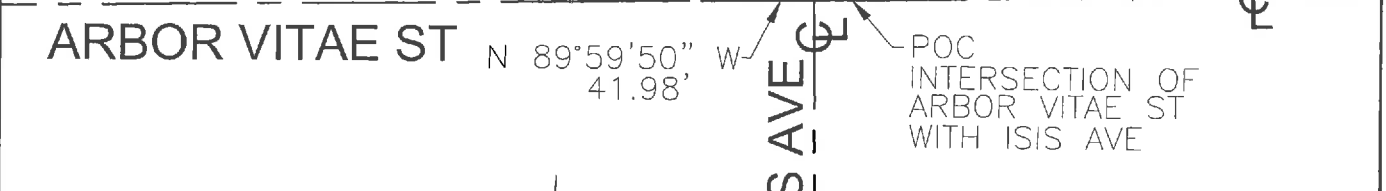
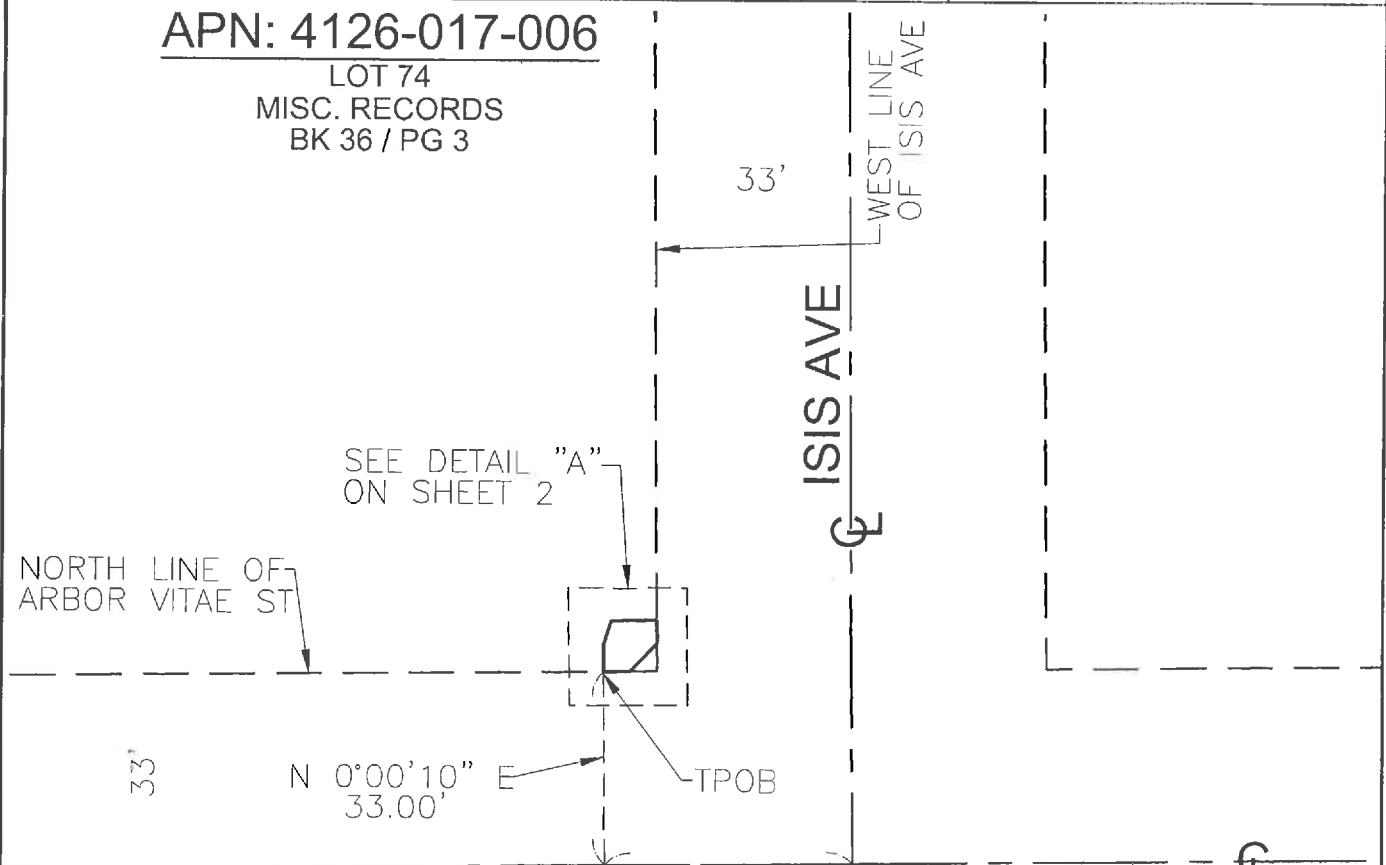
**EXHIBIT F2**

Map of TCE Area  
[APN(s): 4126-017-006]

[attached behind this page]

# EXHIBIT F2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

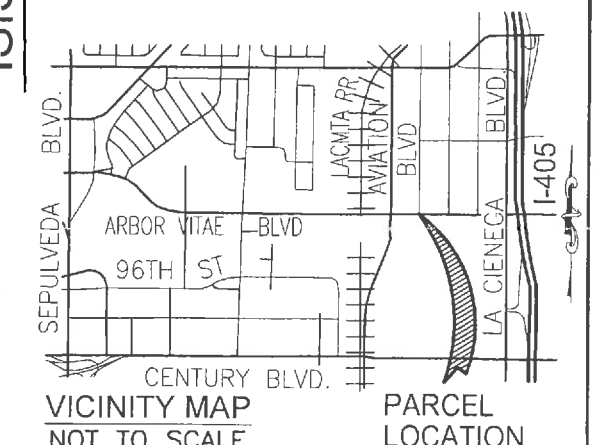
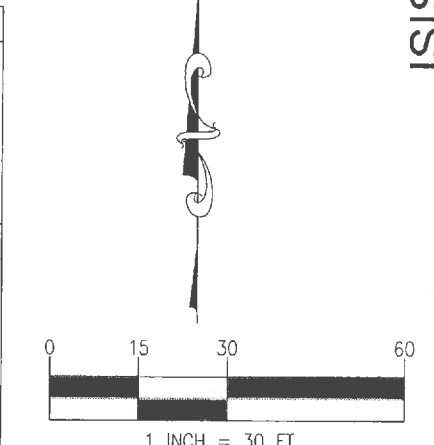


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

**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



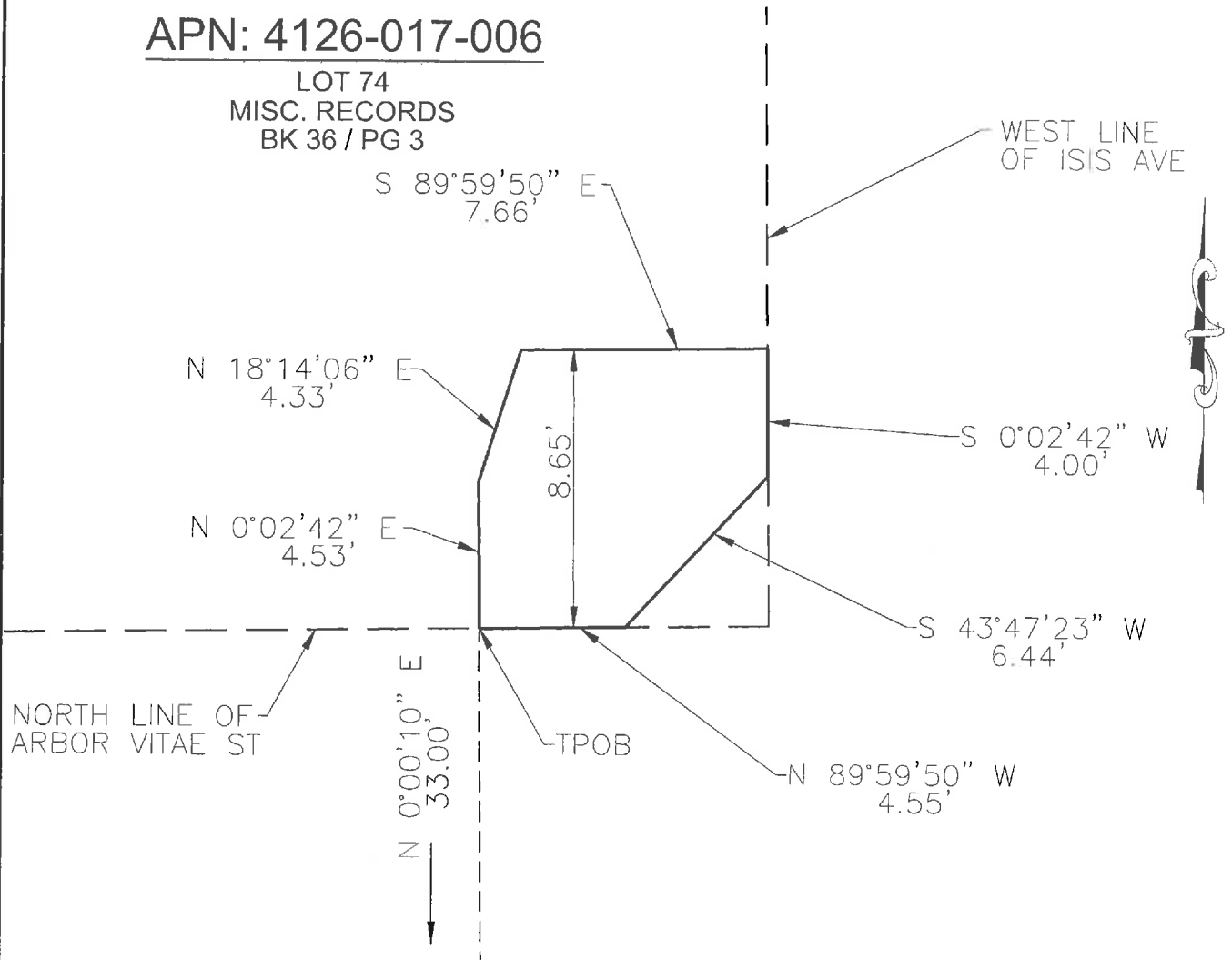
 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	2

# EXHIBIT F2


PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

**APN: 4126-017-006**

LOT 74  
MISC. RECORDS  
BK 36 / PG 3



**DETAIL "A"**  
N.T.S.

 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

Sec. 8. 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 at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By  \_\_\_\_\_  
CYNTHIA ALEXANDER  
Deputy City Attorney

Date 2/23/22

File No. \_\_\_\_\_

M:\Proprietary\_OCC\Airport\CYNTHIA ALEXANDER\4-109 The Hertz Corporation Ordinance - 9120122.docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles, **by a vote of not less than two-thirds** of all its members.

CITY CLERK

MAYOR

\_\_\_\_\_

\_\_\_\_\_

Ordinance Passed \_\_\_\_\_

Approved \_\_\_\_\_