

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

An ordinance approving Resolution No. 27488 of the Board of Airport Commissioners (“Board”) of the City of Los Angeles Department of Airports (“Los Angeles World Airports” or “LAWA”) consenting to granting by the City of Los Angeles, a municipal corporation, by and through its Department of Airports (“Grantor”) an Agreement and Grant of Utility Easement [Overhang Transmission] to Southern California Edison Company (“Grantee”).

**WHEREAS**, Grantor is the fee owner of that certain real property generally located west of La Cienega Boulevard and south of Arbor Vitae Street, City of Los Angeles, California, also identified by Assessor’s Parcel Number 4128-004-927 (the “City Property”);

**WHEREAS**, in connection with the Landside Access Modernization Program Project (“LAMP Project”) at Los Angeles International Airport (“Airport”), Grantor identified seventeen (17) utility poles and associated power lines, equipment and appurtenances owned and operated by Grantee (collectively, “Conflicting SCE Facilities”), which are in conflict with the construction of the LAMP Project;

**WHEREAS**, of the Conflicting SCE Facilities, Grantee maintains it has prescriptive rights for operation of three (3) utility poles, including their associated transmission lines, equipment, and appurtenances, identified as poles 2115988E, 456606E, and 456611E on the City Property at the Southwest Corner of Arbor Vitae Street and La Cienega Boulevard (collectively, “Prescriptive Poles”);

**WHEREAS**, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74326 (the “Tract Map”), and the Tract Map contemplates, among other things, dedication of a portion of the City Property for a public right of way, including that certain portion of the City Property upon which the Prescriptive Poles have been located;

**WHEREAS**, Grantor and Grantee determined to relocate the Conflicting SCE Facilities, including the Prescriptive Poles, and entered into that certain Joint Use Agreement dated February 1, 2022 (“JUA”), which contemplates that, among other things, (a) Grantor may grant to Grantee an easement in and to a portion of the City Property for installation of four (4) new utility poles (“New Poles”) required as a result of replacement, relocation and re-configuration of the Prescriptive Poles, at locations mutually agreed to by the parties on the terms and conditions set forth in the JUA; (b) Grantor may grant to Grantee an easement for certain overhang transmission rights related to the New Poles, at locations mutually agreed to by the parties on the terms and conditions set forth in the JUA; and (c) such easements shall be recorded prior to or contemporaneous with recordation of the Tract Map, after which the easement areas will lie within a public right-of-way as set forth in the Tract Map;

**WHEREAS**, the Agreement and Grant of Utility Easement [Overhang Transmission] (the form of which is attached hereto and incorporated herein by this reference as Exhibit “1”) provides for grant of an easement for the overhang transmission rights as contemplated under the JUA, for the public purpose served by the LAMP Project and in support of aviation at the Airport;

**WHEREAS**, good and valuable consideration for granting such easement includes, but is not limited to: (i) Grantee’s agreement to replace, relocate, and re-configure the Prescriptive Poles with the New Poles; (ii) Grantee’s permanent release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles; and (iii) Grantee’s affirmative consent and agreement to recordation of the Tract Map;

**WHEREAS**, once the overhang transmission easement is granted to Grantee hereunder (along with a separate but associated overhead transmission easement for the New Poles being granted contemporaneously herewith), Grantor will have no further obligations, financial or otherwise, with respect to the Prescriptive Poles and the New Poles;

**WHEREAS**, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to grant the Agreement and Grant of Utility Easement [Overhang Transmission] to Grantee in exchange for: (i) Grantee’s agreement to replace, relocate, and re-configure the Prescriptive Poles with the New Poles; (ii) Grantee’s permanent release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles; and (iii) Grantee’s affirmative consent and agreement to recordation of the Tract Map, all as set forth and in furtherance of the LAMP improvement project at LAX;

**WHEREAS**, the Board recommends approval by the City Council of the City of Los Angeles (“City Council”) to granting the subject Agreement and Grant of Utility Easement [Overhang Transmission] as set forth, in furtherance of the LAMP improvement project at LAX; and

**WHEREAS**, the City Administrative Officer has reviewed, and recommends, granting the subject Agreement and Grant of Utility Easement [Overhang Transmission] as set forth, in furtherance of the LAMP improvement project at LAX.

**NOW, THEREFORE,**

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

Section 1. The recitals are hereby incorporated herein by this reference.

Sec. 2. The City Council hereby finds and determines that granting the Agreement and Grant of Utility Easement [Overhang Transmission] to Grantee in exchange for: (i) Grantee's agreement to replace, relocate, and re-configure the Prescriptive Poles with the New Poles; (ii) Grantee's permanent release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles; and (iii) Grantee's affirmative consent and agreement to recordation of the Tract Map, all as set forth and in furtherance of the LAMP improvement project at LAX, is in the best interests of the public

Sec. 3. City hereby, as set forth, (A) authorizes grant of the Agreement and Grant of Utility Easement [Overhang Transmission] to Grantee in exchange for: (i) Grantee's agreement to replace, relocate, and re-configure the Prescriptive Poles with the New Poles; (ii) Grantee's permanent release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles; and (iii) Grantee's affirmative consent and agreement to recordation of the Tract Map; and (B) authorizes LAWA's Chief Executive Officer to execute and record the Agreement and Grant of Utility Easement [Overhang Transmission] and to perform all acts and execute all documents or instruments associated with the foregoing.

#### **GRANT OF NON-EXCLUSIVE EASEMENT.**

A non-exclusive easement in, under, on, over, along, and across that certain portion of the City Property more particularly described in Exhibit "A" and more particularly depicted in Plat Map attached as Exhibit "B" (both exhibits being attachments to Exhibit "1" hereto) (the "Overhang Area"), for the Easement Purpose, subject to Reservations and Conditions, and upon terms set forth.

#### **EASEMENT PURPOSE.**

The "Easement Purpose" collectively means the use of the Overhang Area as is necessary, desirable, or advisable for Grantee: (a) to construct, use, maintain, alter, repair, replace, inspect, and/or remove certain overhead or aerial electrical transmission, distribution, and telecommunication facilities, namely overhead electrical lines, wires, conduits, and related fixtures, appliances, and circuits (collectively, the "Systems"), 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 Overhang Area; and for no other purpose.

#### **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. 74326 to be recorded contemporaneously herewith.

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

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface or subsurface ground of the Overhang Area or any aerial or aboveground areas, which are not immediately necessary for the Systems.

(d) Grantee shall not fence or obstruct the Overhang 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 Overhang 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 use.

(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 Overhang Area to other persons or entities, and to maintain and improve the Overhang Area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee's nonexclusive easement granted hereunder.

(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 Overhang 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 auto liability insurance in limits no greater than \$1,000,000 per occurrence and in the aggregate, from reputable providers, and name Grantor as an additional insured, or be adequately self-insured.

## **INDEMNITY.**

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 Overhang 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 shall not apply to any harm, injury, death, or damage caused by active negligence, gross negligence, 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. As a material part of the consideration to Grantor, (i) Grantee assumes all risk of damage to its property or injury to persons in or about the Overhang Easement Area; (ii) Grantee accepts the Overhang Easement Area in its AS-IS, WHERE-IS condition; and (iii) except for any Claim caused by the active negligence, gross negligence, sole negligence, or willful misconduct of Grantor, Grantee waives any Claims against Grantor involving any damage or destruction of Grantee's Systems or facilities or injury to Grantee's personnel. 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 shall survive the termination of this Agreement.

Sec. 4. The City hereby authorizes and directs the City Attorney to draft and prepare all necessary documents to grant the Agreement and Grant of Utility Easement [Overhang Transmission] to Grantee as described herein and in furtherance of the LAMP improvement project at LAX.

Sec. 5. Pursuant to the provisions of Charter Section 252, this ordinance shall go into effect 31 days from its publication and shall remain operative until superseded by ordinance.

EXHIBIT 1  
FORM OF  
AGREEMENT AND GRANT OF UTILITY EASEMENT  
[OVERHANG TRANSMISSION]

Including Exhibit A (legal description) and Exhibit B (plat map)

**RECORDING REQUESTED BY:**  
SOUTHERN CALIFORNIA EDISON COMPANY

**WHEN RECORDED MAIL TO:**  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768  
ATTN: TITLE & REAL ESTATE SERVICES

Location: Los Angeles	DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 72897A Service Order 801994244
A.P.N. 4128-004-927	_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	<b>Approved Vegetation &amp; Land Management</b>
V&LM File No.: 203863103	_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
SCE Doc No.: 523350	_____ <u>SO. CALIF. EDISON CO.</u> SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	<b>BY SF DATE 03/02/2021</b>

**AGREEMENT AND GRANT OF UTILITY EASEMENT**  
**[Overhang Transmission]**

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 EDISON COMPANY, a California corporation ("Grantee" or "SCE") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally located west of La Cienega Boulevard and south of Arbor Vitae Street, City of Los Angeles, California, also identified by Assessor's Parcel Number 4128-004-927 (the "City Property");

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified seventeen (17) utility poles and associated power lines, equipment and appurtenances owned and operated by Grantee (collectively, "Conflicting SCE Facilities"), which are in conflict with the construction of the LAMP Project;

WHEREAS, of the Conflicting SCE Facilities, Grantee maintains it has prescriptive rights for operation of three (3) utility poles, including their associated transmission lines, equipment,

and appurtenances, identified as poles 2115988E, 456606E, and 456611E on the City Property at the Southwest Corner of Arbor Vitae Street and La Cienega Boulevard (collectively, "Prescriptive Poles");

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74326 (the "Tract Map"), and the Tract Map contemplates, among other things, dedication of a portion of the City Property for a public right of way, including that certain portion of the City Property upon which the Prescriptive Poles have been located;

WHEREAS, Grantor and Grantee determined to relocate the Conflicting SCE Facilities, including the Prescriptive Poles, and entered into that certain Joint Use Agreement dated February 1, 2022 ("JUA"), which contemplates that, among other things, (a) Grantor may grant to Grantee an easement in and to a portion of the City Property for installation of four (4) new utility poles ("New Poles") required as a result of replacement, relocation and re-configuration of the Prescriptive Poles, at locations mutually agreed to by the parties on the terms and conditions set forth in the JUA; (b) Grantor may grant to Grantee an easement for certain overhang transmission rights related to the New Poles, at locations mutually agreed to by the parties on the terms and conditions set forth in the JUA; and (c) such easements shall be recorded prior to or contemporaneous with recordation of the Tract Map, after which the easement areas will lie within a public right of way as set forth in the Tract Map;

WHEREAS, this Agreement provides for grant of an easement for the overhang transmission rights as contemplated under the JUA, for the public purpose served by the LAMP Project and in support of aviation at the Airport;

WHEREAS, good and valuable consideration for granting such easement includes, but is not limited to, (i) Grantee's agreement to replace, relocate, and re-configure the Prescriptive Poles with the New Poles, (ii) Grantee's permanent release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles, and (iii) Grantee's affirmative consent and agreement to recordation of the Tract Map; and

WHEREAS, once the overhang transmission easement is granted to Grantee hereunder (along with a separate but associated easement for the New Poles being granted contemporaneously herewith), Grantor will have no further obligations, financial or otherwise, with respect to the Prescriptive Poles and the New Poles.

#### 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 portion of the City Property more particularly described in **Exhibit "A"** and more particularly depicted in Plat Map attached hereto as **Exhibit**

“B”, both of which Exhibits are attached hereto and incorporated herein by this reference (the “Overhang 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 Tentative Tract Map No. 74326 to be recorded contemporaneously herewith.

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

(c) Grantee shall have no right to install, construct, maintain, or operate any improvements, fixtures, or equipment on the surface or subsurface ground of the Overhang Area or any aerial or aboveground areas, which are not immediately necessary for the Systems.

(d) Grantee shall not fence or obstruct the Overhang 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 Overhang 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 use.

(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 Overhang Area to other persons or entities, and to maintain and improve the Overhang Area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee’s nonexclusive easement granted hereunder.

(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 Overhang 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.

(1) Grantee shall at all times maintain commercial general liability and auto liability insurance in limits no greater than \$1,000,000 per occurrence and in the aggregate, from reputable providers, and name Grantor as an additional insured, or be adequately self-insured.

2. Easement Purpose. The "Easement Purpose" collectively means the use of the Overhang Area as is necessary, desirable, or advisable for Grantee: (a) to construct, use, maintain, alter, repair, replace, inspect, and/or remove certain overhead or aerial electrical transmission, distribution, and telecommunication facilities, namely overhead electrical lines, wires, conduits, and related fixtures, appliances, and circuits (collectively, the "Systems"), 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 Overhang Area; and for no other purpose.

3. Consideration. The Easement is granted for good and valuable consideration, including, but not limited to, (i) Grantee's agreement to replace and relocate the Prescriptive Poles with the New Poles, (ii) Grantee's release and quitclaim of any and all alleged prescriptive rights it has or may have in and to the City Property, or any portion thereof, related to the Prescriptive Poles, and (iii) Grantee's affirmative consent to recordation of the Tract Map (which it hereby agrees to, with further assurances with respect to such consent as may be required).

4. Installation of the Systems. The installation of the Systems, including any part thereof, shall be at Grantee's sole cost and shall be performed in a good and workmanlike manner. The location of the installation of the Systems shall be subject to Grantor's review and approval to avoid conflicts with existing and future uses of the Overhang Area, and such approval shall not be unreasonably withheld. Moreover, Grantee shall not dig, excavate, or maintain any trenches in or under the ground surface of the Overhang Area to install, maintain, or replace any part of the Systems, and no conduits, wires, cables, or fibers shall be allowed to run below the ground surface. Grantee shall reasonably cooperate with Grantor to coordinate the entry and installation of the Systems to avoid interference with use of the Overhang Area by Grantor or other permitted users.

4.1. Liens Prohibited. Grantee shall not cause the Overhang Area or the City Property to be encumbered by liens, including mechanic's liens, as a result of installation of the Systems. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the Overhang Area or the 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 be solely responsible for ensuring that the Systems, its use of the Overhang Area, and any activities under this Agreement fully comply with

any and all applicable present and/or future laws, statutes, ordinances, rules, regulations (including, but not limited to, Airport rules and regulations), restrictions, or orders of any federal, state, or local government authority having jurisdiction over the Overhang Area, including but not limited to, the FAA and the City of Los Angeles (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Grantee acknowledges that the Overhang 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 Systems. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Systems may be in compliance with Applicable Laws then in effect at the time of their initial installation, if the Systems later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Systems to bring them into compliance with Applicable Laws. To the extent that Grantee may have any claim for relocation benefits or any other compensation with regards to the loss of real property rights associated with the initial removal or modification of the Systems, Grantee hereby waives such claims against the original Grantor. Upon transfer of the Overhang Area effectuated upon recordation of the Tract Map, Grantee reserves its claim for relocation benefits or other compensation against any successor grantor if the Systems later become non-compliant and Grantee is required to remove or modify the Systems 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 Overhang Area and the Systems thereon.

6. Maintenance. Grantee shall, at its sole cost, at all times maintain its facilities and keep the Systems and the surrounding Overhang Area in good order and repair. Any installation, maintenance, or removal of facilities and Systems shall be done in a good and workmanlike manner, and leave the area in a clean and level condition.

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 Systems, free from explosives, brush, and combustible material, and the right to trim or remove any tree or shrub which, in the reasonable opinion of Grantee, may endanger the Systems or public safety, or interfere with the Easement Purpose.

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 Overhang Area or its use and enjoyment of same, (b) unreasonably interfere with the rights of other permitted users of the Overhang Area, and (c) use the Overhang Area in any way which constitutes a nuisance or waste.

8. Indemnity. 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 Overhang 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 active negligence, gross negligence, 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. As a material part of the consideration to Grantor, (i) Grantee assumes all risk of damage to its property or injury to persons in or about the Overhang Area, (ii) Grantee accepts the Overhang Area in its AS-IS, WHERE-IS condition, and (iii) except for any Claim caused by active negligence, gross negligence, sole negligence, or willful misconduct of Grantor, Grantee waives any Claims against Grantor involving any damage or destruction of Grantee's Systems or facilities or injury to Grantee's personnel. 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.

9. Insurance. In addition to such obligations set forth in Section 9 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 Overhang Area, except, if applicable, for taxes levied or assessed on any personal property installed or placed within the Overhang 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:*

Southern California Edison Company  
Attn: Director and Managing Attorney  
Licensing and Land Use  
P.O. Box 800  
Rosemead, California 91771-001

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 SCE 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. 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.

19. 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.

20. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Los Angeles, California.

**GRANTOR:**

CITY OF LOS ANGELES, a municipal corporation

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Justin Erbacci  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

Date: \_\_\_\_\_

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)

**GRANTEE:**

SOUTHERN CALIFORNIA EDISON  
COMPANY, a California corporation

By: *[Signature]*

Print Name: ESTAN TORRES

Title: LIGHT OF WAY ADVISOR

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

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

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

State of California )  
County of Riverside )

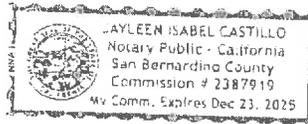
On 04/27/2022, before me, Jayleen Castillo, Notary Public  
(insert name and title of the officer)

personally appeared Brian Torres  
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 Jayleen Castillo



(Seal)

State of California )  
County of Riverside )

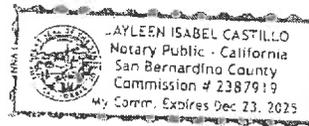
On 04/27/2022, before me, Jayleen Castillo, Notary Public  
(insert name and title of the officer)

personally appeared Brian Torres  
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 Jayleen Castillo



(Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 72897A**  
**APN:4128-004-927**  
**TRANSMISSION EASEMENT**

THAT PORTION OF LOT 1 AS SHOWN ON THE MAP RECORDED IN BOOK 36, PAGE 3 OF MISCELLANIOUS RECORDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, LYING IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY AND COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING (POC)** AT THE INTERSECTION OF ARBOR VITAE STREET WITH FREEMAN BOULEVARD (NOW LA CIENEGA BOULEVARD) AS SHOWN ON TRACT NUMBER 14225, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 319, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG SAID FREEMAN BOULEVARD, SOUTH 0°04'41" WEST, A DISTANCE OF 203.79 FEET;

**THENCE** DEPARTING SAID FREEMAN BOULEVARD, NORTH 89°55'19" WEST, A DISTANCE OF 86.00 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** NORTH 3°37'52" WEST, A DISTANCE OF 26.32 FEET;

**THENCE** NORTH 0°03'57" WEST, A DISTANCE OF 42.99 FEET;

**THENCE** NORTH 60°39'48" WEST, A DISTANCE OF 106.99 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 82.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID ARBOR VITAE STREET;

**THENCE** ALONG SAID PARALLEL LINE, SOUTH 89°59'50" EAST, A DISTANCE OF 50.10 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 45.00 FEET;

**THENCE** EASTERLY AND SOUTHERLY ALONG SAID CURVE, AND ARC DISTANCE OF 70.75 FEET THROUGH A CENTRAL ANGLE OF 90°04'31" TO A LINE PARALLEL WITH AND DISTANT WESTERLY 86.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF FREEMAN BOULEVARD;

**THENCE** ALONG SAID PARALLEL LINE, SOUTH 0°04'41" WEST, A DISTANCE OF 76.61 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**.

CONTAINING 0.051 ACRES OR 2,203 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

SERIAL NO. 72897A

ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967.

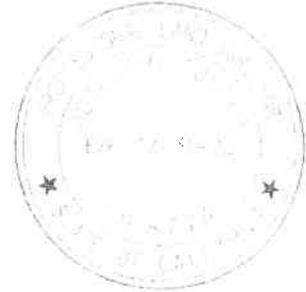
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

  
\_\_\_\_\_  
JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-22

3-30-2021

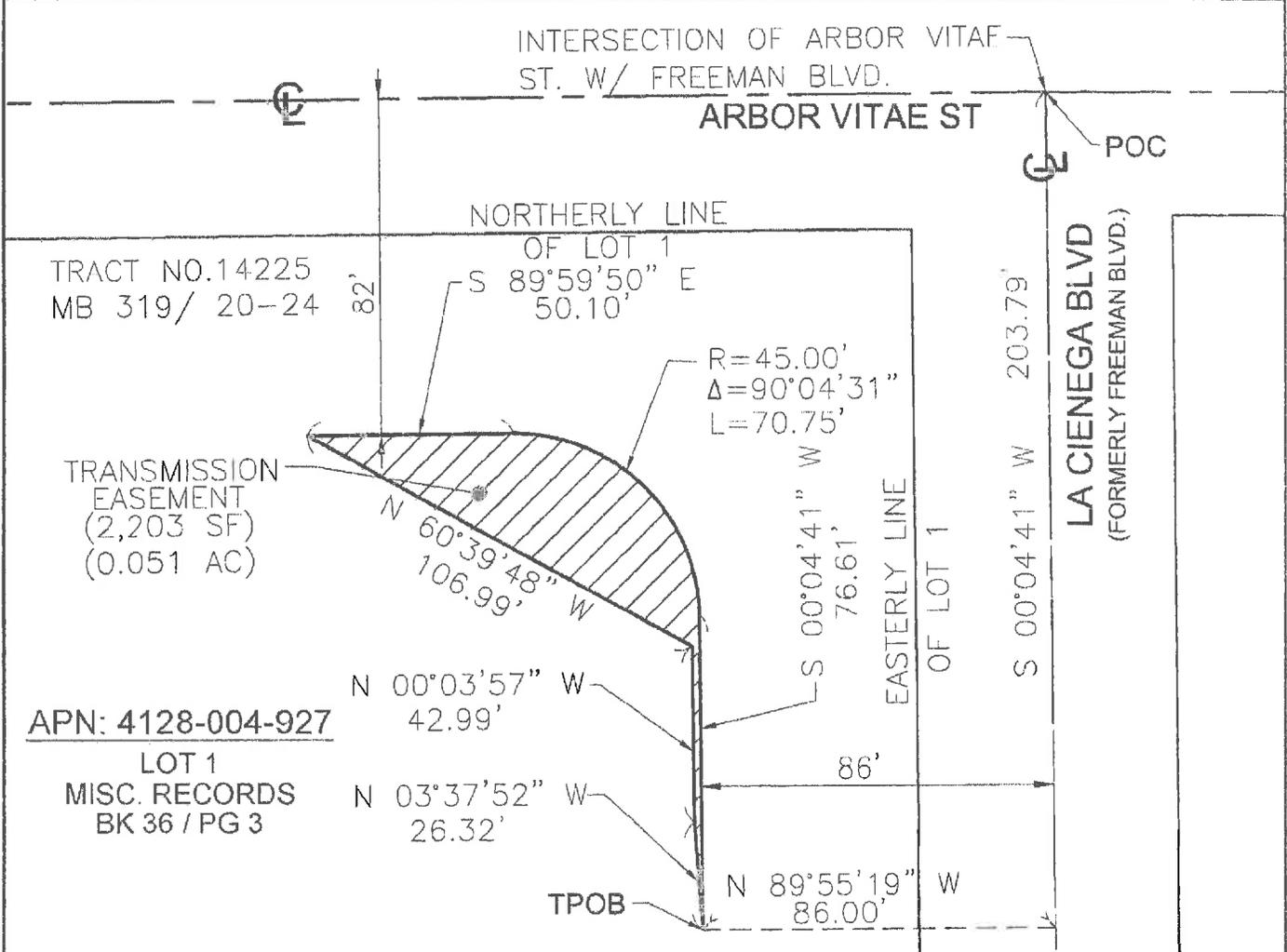
DATE



# EXHIBIT B

THAT PORTION OF LOT 1 AS SHOWN ON THE MAP RECORDED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, IN THE CITY AND COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

TYPE OF INTEREST	AREA	APN
TRANSMISSION EASEMENT	2,203 SF=0.051 AC	4128--004--927
W.O. NO. 801994244	NOT NO. 203863103	SERIAL NO. 72897A



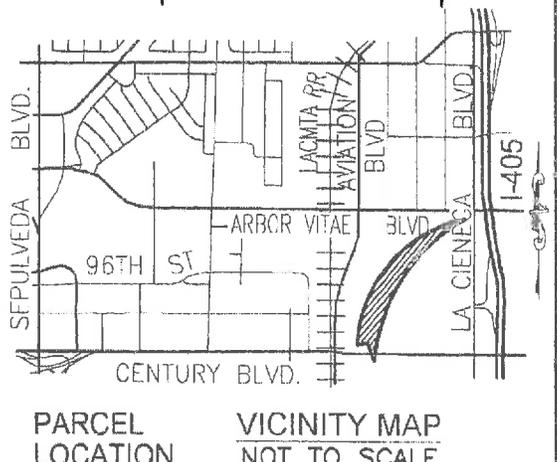
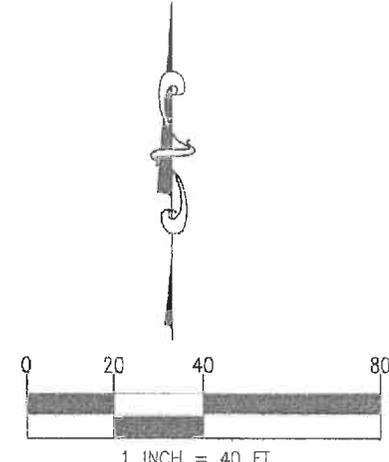
**LEGEND**

- 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
	3-30-2021	1	SYS	1	1

Sec. 6. 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  \_\_\_\_\_  
NARGIS CHOUDRY  
Deputy City Attorney

Date 6.10.22

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

M:\Proprietary\_OCC\Airport\NARGIS CHOUDRY\SCE Agreement & Grant of Utility Easement (Overhang Transmission) Draft Ordinance.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.

CITY CLERK

MAYOR

\_\_\_\_\_

\_\_\_\_\_

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

Approved \_\_\_\_\_