



Report to the BOARD OF AIRPORT COMMISSIONERS

Approver: Samantha Bricker (Jul 28, 2022 13:43 PDT) Samantha Bricker, Chief Sustainability & Revenue Management Officer	Meeting Date 8/4/2022			
	Needs Council Approval: <input checked="" type="checkbox"/> Y			
Reviewer: Brian C. Ostler, City Attorney <i>nc</i> Justin Erbacci (Jul 28, 2022 17:00 EDT) Justin Erbacci, Chief Executive Officer	Reviewed for/by	Date	Approval Status	By
	Finance	7/21/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
	CEQA	6/30/2022	<input checked="" type="checkbox"/> Y	VW
	Procurement	7/26/2022	<input type="checkbox"/> Y <input checked="" type="checkbox"/> Cond	BG
	Guest Experience	7/20/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	7/6/2022	<input checked="" type="checkbox"/> Y	BNZ	

SUBJECT

Request to approve four associated Agreements and Grant of Utility Easements with Southern California Gas Company, Pacific Bell Telephone Company dba AT&T, XO Communications Services LLC, and Crown Castle Fiber LLC, for the operation and maintenance of existing underground utilities as part of the Landside Access Modernization Program.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i. of the Los Angeles City CEQA Guidelines, that it is within the scope of the certified LAMP Environmental Impact Report (State Clearinghouse 2015021014), and that it 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.
3. APPROVE four associated Agreement and Grant of Utility Easements with private utility owners Southern California Gas Company, Pacific Bell Telephone Company dba AT&T, XO Communications Services LLC, and Crown Castle Fiber LLC, for the operation and maintenance of existing underground utilities.

4. RECOMMEND and REQUEST that the Los Angeles City Council, make appropriate Findings and adopt ordinances to grant four associated Agreements and Grant of Utility Easements with private utility owners Southern California Gas Company, Pacific Bell Telephone Company dba AT&T, XO Communications Services LLC, and Crown Castle Fiber LLC.
5. AUTHORIZE the Chief Executive Officer, or designee, to execute four associated Agreements and Grant of Utility Easements with private utility owners Southern California Gas Company, Pacific Bell Telephone Company dba AT&T, XO Communications Services LLC, and Crown Castle Fiber LLC, and any other documents necessary to effectuate the transaction, after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To seek approval of four associated Agreements and Grant of Utility Easements with private utility owners Southern California Gas Company (SCG), Pacific Bell Telephone Company dba AT&T (AT&T), XO Communications Services LLC (XO Communications), and Crown Castle Fiber LLC (Crown Castle) for operation and maintenance of existing underground utilities as part of the Landside Access Modernization Program. The non-exclusive easements with the private utility owners will provide replacement property rights due to changes in property boundaries resulting from the Landside Access Modernization Program.

2. Prior Related Actions/History of Board Actions

- **March 2, 2017 – Resolution No. 26185 (Board File 2028)**

The Board of Airport Commissioners (Board) certified the Final EIR (ENV-2016-3391-ENV, State Clearing House No. 2015021014) for LAMP, in compliance with State and City CEQA Guidelines. The Final EIR was adopted by the Los Angeles City Council on June 7, 2017. On June 13, 2017, the Los Angeles City Council held a public hearing in compliance with Public Utilities Code Section 21661.6 for LAMP and in compliance with State and City CEQA Guidelines and, following that hearing, approved the plan for the proposed LAMP acquisition activities. As set forth in the September 2018 Addendum to the EIR, the proposed action does not include any changes to the LAX LAMP project that would require further review under CEQA pursuant to Public Resources Code § 21166 and CEQA Guidelines § 15162.

3. Background

The Landside Access Modernization Program includes an Automated People Mover, a Consolidated Rent-A-Car (ConRAC) Facility, an Intermodal Transportation Facility – West, and roadway improvements.

The program requires the reconfiguration of existing parcels of land and City approval of Tract Map 74322 within the area bounded by Sepulveda Boulevard to the west, Westchester Parkway/Arbor Vitae Street to the north, Bellanca Avenue to the east, and 98th Street to the south. The Tract Map redefine the private property lines and public right of way to differentiate between public and private streets within the map boundaries. When Tract Map 74322 records, portions of existing 96th Street, Interceptor Street, and the alley east of Belford Ave will merge and turn into LAWA private property. Private utility companies with

existing underground infrastructure in these areas require replacement property rights to continue operation and maintenance of their facilities. The purpose of these Agreements is to provide the necessary replacement property rights.

4. Current Action/Rationale

In accordance with the Los Angeles Municipal Code, LAWA submitted Tentative Tract Map 74322 to the City of Los Angeles, Department of City Planning (DCP). Review of the map by DCP established conditions for approval. Condition 16h states that satisfactory arrangements must be made with all public utility agencies, cable companies, and franchises maintaining existing facilities within the area being merged.

Private utility owners Southern California Gas (SCG), AT&T, XO Communications, and Crown Castle have existing infrastructure underneath, portions of 96th Street, Interceptor Street, and the alley east of Belford Avenue. AT&T, XO Communications, and Crown Castle currently have rights to use and maintain their underground infrastructure pursuant to California Public Utilities Code 7901 because it is within the public right of way. SCG has rights to use and maintain their underground infrastructure pursuant to its franchise agreement with the City of Los Angeles for infrastructure in public right of ways.

Recordation of Tract Map 74322 will remove the following property rights for the private utility owners in locations defined below and shown in Figure 1. As a result, new property rights need to be granted on what will now be LAWA owned property to ensure that these utilities can continue to operate and maintain their infrastructure. These utility easements will be permanent and there is no charge associated with the easements, as they are necessary to replace current rights held by these utilities.

Interceptor Street

AT&T currently has underground telecommunication infrastructure under Interceptor Street. Though Interceptor Street is no longer used as a street, it was never formally abandoned or merged and converted from public right of way to private property. Recordation of Tract Map 74322 will now show the former Interceptor Street merged with LAWA-owned private property. The proposed Agreement and Grant of Utility Easement to AT&T will provide AT&T replacement rights to operate and maintain their facilities in what will now be LAWA-owned property.

96th Street

AT&T, SCG, and Crown Castle currently have underground infrastructure beneath 96th Street. A portion of 96th Street between Vicksburg Avenue and Airport Boulevard will be merged into LAWA-owned private property when Tract Map 74322 records. The proposed Agreements and Grant of Utility Easements will provide replacement rights to operate and maintain these facilities in what will now be LAWA-owned property.

Alley East of Belford Avenue

XO Communications, a subsidiary of Verizon, has recently relocated aerial cables underground in the alley east of Belford Avenue. This public alley will be merged with and become LAWA private street Maintenance Drive when Tract Map 74322 records. The proposed Agreement and Grant of Utility Easement to XO Communications will provide replacement rights on this new LAWA private street.

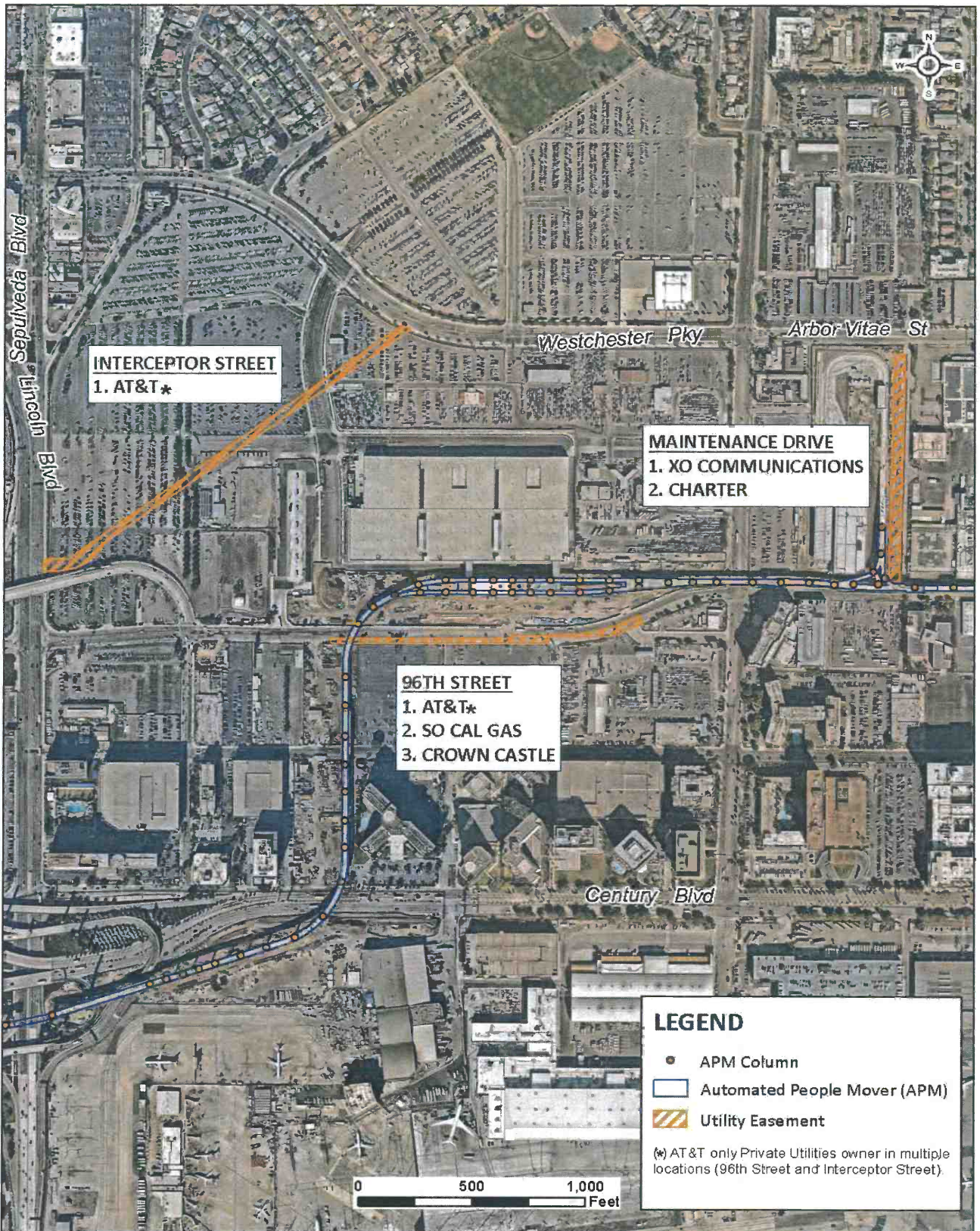


Figure 1 – Existing Underground Private Utility Easement Locations

5. Fiscal Impact

This action will have no fiscal impact on LAWA. The easements being granted by LAWA will not affect the fair market value of this land because the value of the easements encumbrance is de minimis.

6. Alternatives Considered

- **Take No Action**

This alternative is not recommended because the proposed Agreements and Grant of Utility Easements to AT&T, SCG, XO Communications, and Crown Castle will provide replacement rights which is a condition for approval and recordation of Tract Map 74322 as required for LAMP.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

1. The approval of the Agreements and Grant of Utility Easements 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. The Landside Access Modernization Program Environmental Impact Report (EIR) was certified by the Board of Airport Commissioners on March 2, 2017 (Resolution 26185).
2. This proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.
4. This action is not subject to the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. Southern California Gas Company, Pacific Bell Telephone Company dba AT&T, XO Communications Services LLC has approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports. Crown Castle Fiber LLC must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to execution.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).

11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of MLO Bidder Contributions CEC Form 50.
16. This action is not subject to the provisions of the Iran Contracting Act.

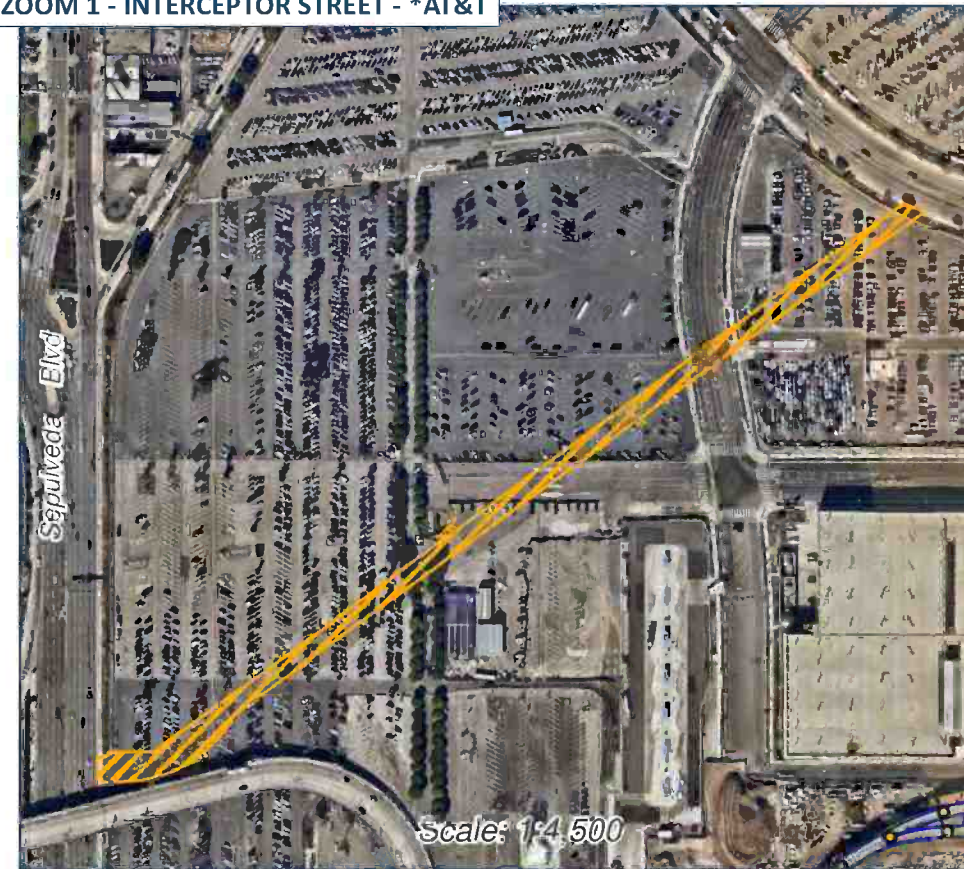
Attachments:

- Exhibit 1 - Location Map
- Exhibit 2 - Agreement and Grant of Utility Easement SCG
- Exhibit 3 - Agreement and Grant of Utility Easement AT&T
- Exhibit 4 - Agreement and Grant of Utility Easement XO Communications
- Exhibit 5 - Agreement and Grant of Utility Easement Crown Castle
- Exhibit 6 - City Council Ordinance for SCG
- Exhibit 7 - City Council Ordinance for AT&T
- Exhibit 8 - City Council Ordinance for XO Communications
- Exhibit 9 - City Council Ordinance for Crown Castle

OVERVIEW MAP



ZOOM 1 - INTERCEPTOR STREET - *AT&T



**ZOOM 2 - 96TH STREET - *AT&T
96TH STREET - SO CAL GAS
96TH STREET - CROWN CASTLE**



**ZOOM 3 - MAINTENANCE DRIVE - CHARTER
MAINTENANCE DRIVE - XO
COMMUNICATIONS (VERIZON)**



LEGEND

- APM Column
- Automated People Mover (APM)
- ▨ Utility Easement

(*) AT&T only Private Utilities owner in multiple locations (96th Street and Interceptor Street).



EXHIBIT 2

Recording Requested by and when
recorded mail to:

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

Leak
Survey

Area: ING 81

APN: _____

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

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

DISTRIBUTION R.W. 270565

Delra Jimenez Southern California Gas Company

AGREEMENT AND GRANT OF UTILITY EASEMENT
[SoCal Gas]

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee" or "Gas Company") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally located on 96th Street between Airport Boulevard and Vicksburg Avenue City of Los Angeles, California, also identified as: Lots 158 through 174 inclusive in Tract No. 13711; Lots 85 through 98 inclusive in Tract No. 13403; and Lot 2 in Tract No. 42058, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

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

WHEREAS, Grantor and Grantee entered into that certain Reservation of Rights Agreement executed on or about October 25, 2018, which contemplates that, among other things,

if the Facilities need to be relocated outside any public streets, Grantor will provide Grantee with the requisite easements or property rights for the new location;

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

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

AGREEMENT

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

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

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

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

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

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

(e) Grantor reserves the right to use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not

unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance and comply with underground service alert notification requirements set forth in Government Code Sections 4216, et seq.

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

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

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

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

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

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

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

4. General Conditions on Easement.

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

deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) business days of written demand therefor.

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

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

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use of the Easement Area, and any activities under this Agreement fully comply with any applicable statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions

and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

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

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

excavation, or grading any part of the Easement Area or the area of the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading.

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

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

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

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

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

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

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

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

Grantee Initials

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

11. Environmental Matters.

11.1. Grantee's Clean-up Obligations.

11.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at

Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

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

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

"Hazardous Substance(s)" shall mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

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

with a copy to:

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

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

their respective successors and assigns.

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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 GAS COMPANY,
a California corporation

By: Seth A. Rosenberg
Print Name: Seth A. Rosenberg
Title: Land & Right of Way Supervisor

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)

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)

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On June 20th, 2022 before me, Jessica Chavez-Roy, a Notary Public, personally appeared Seth A Rosenberg, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature:

Commission #: 2287979

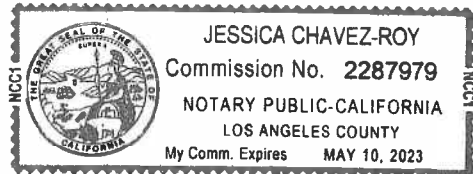
Commission Expiration: May 10, 2023

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH $0^{\circ}11'01''$ WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE

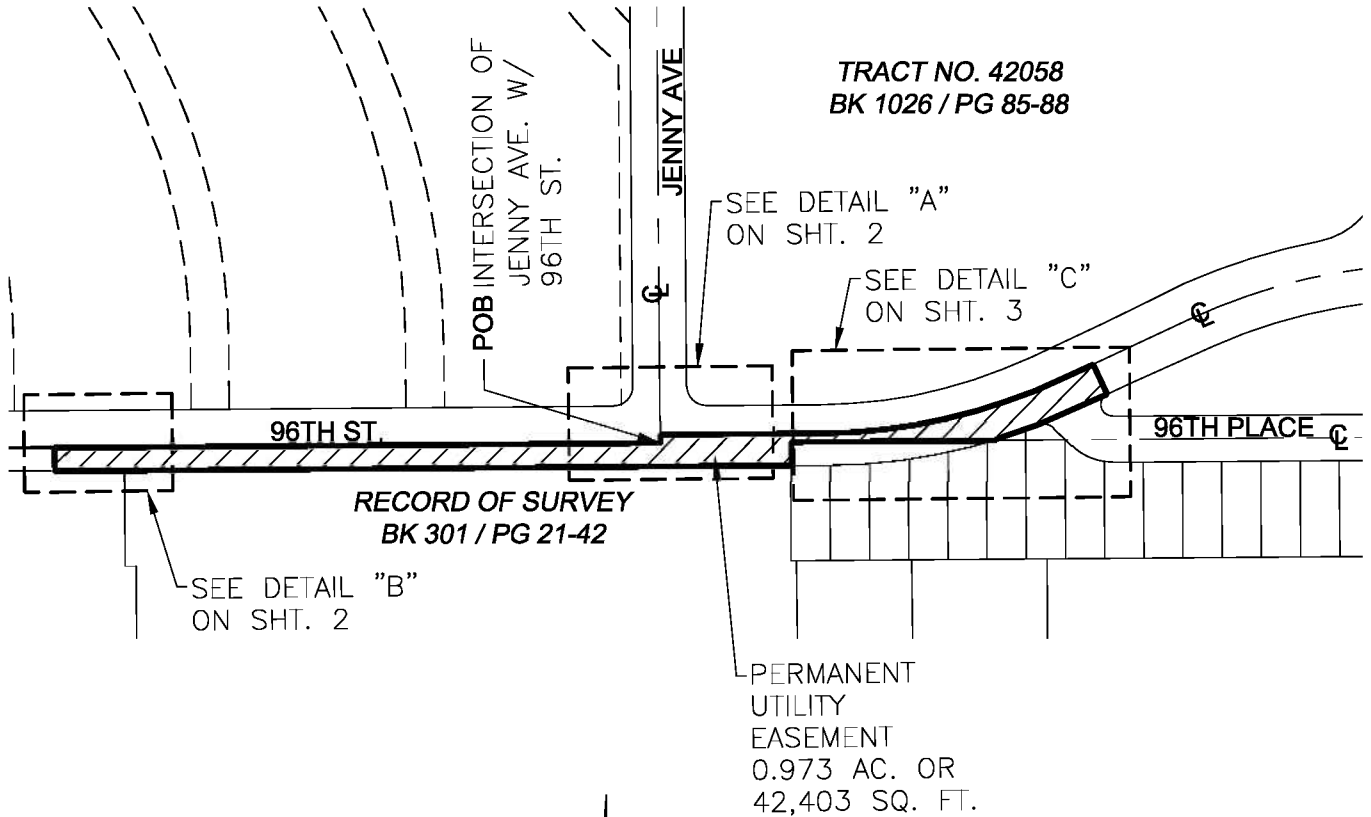


EXHIBIT A-2

PLAT MAP

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



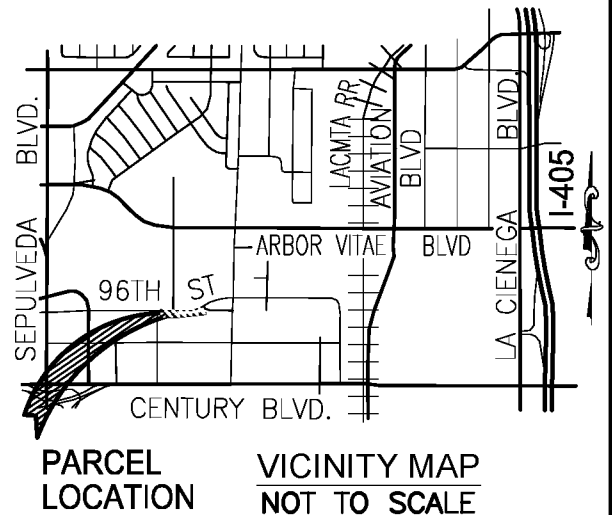
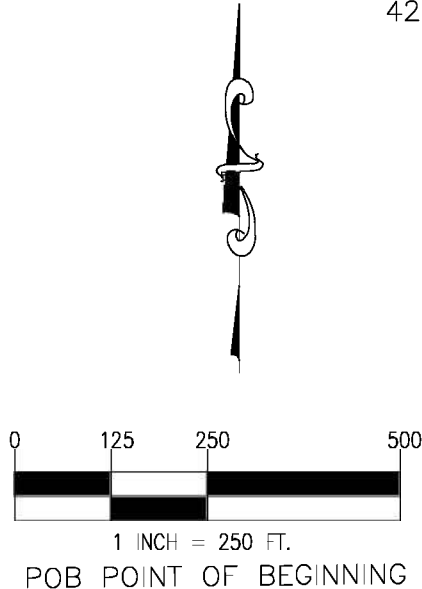
LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE

NOTES

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

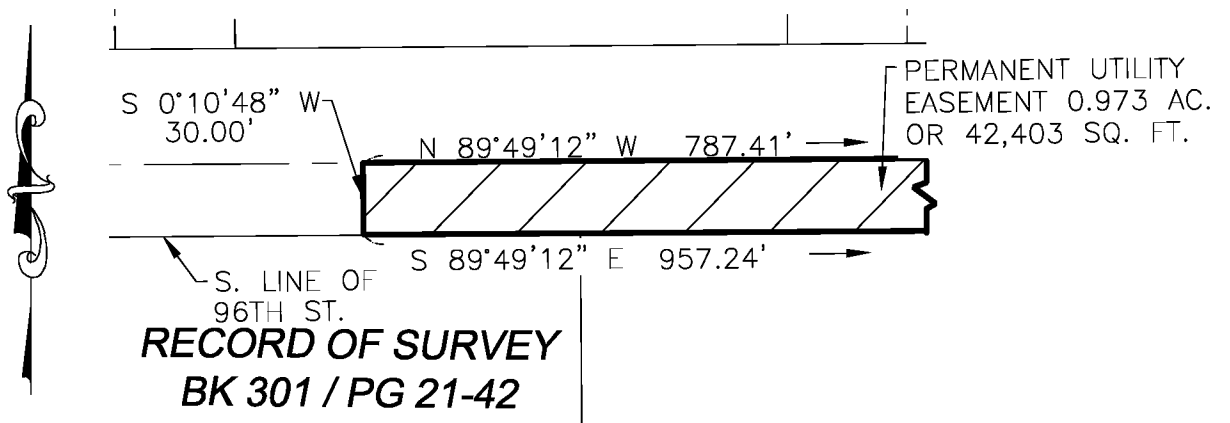
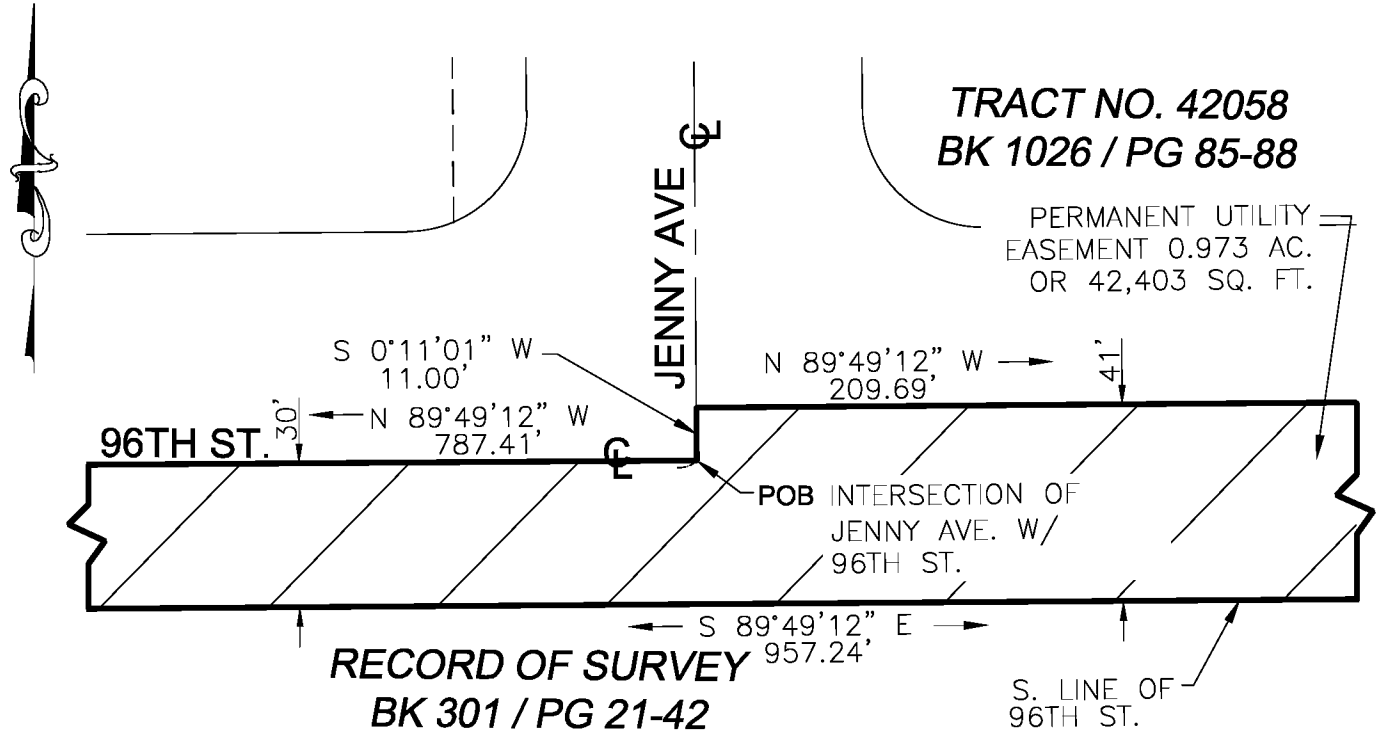
DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

EXHIBIT A2

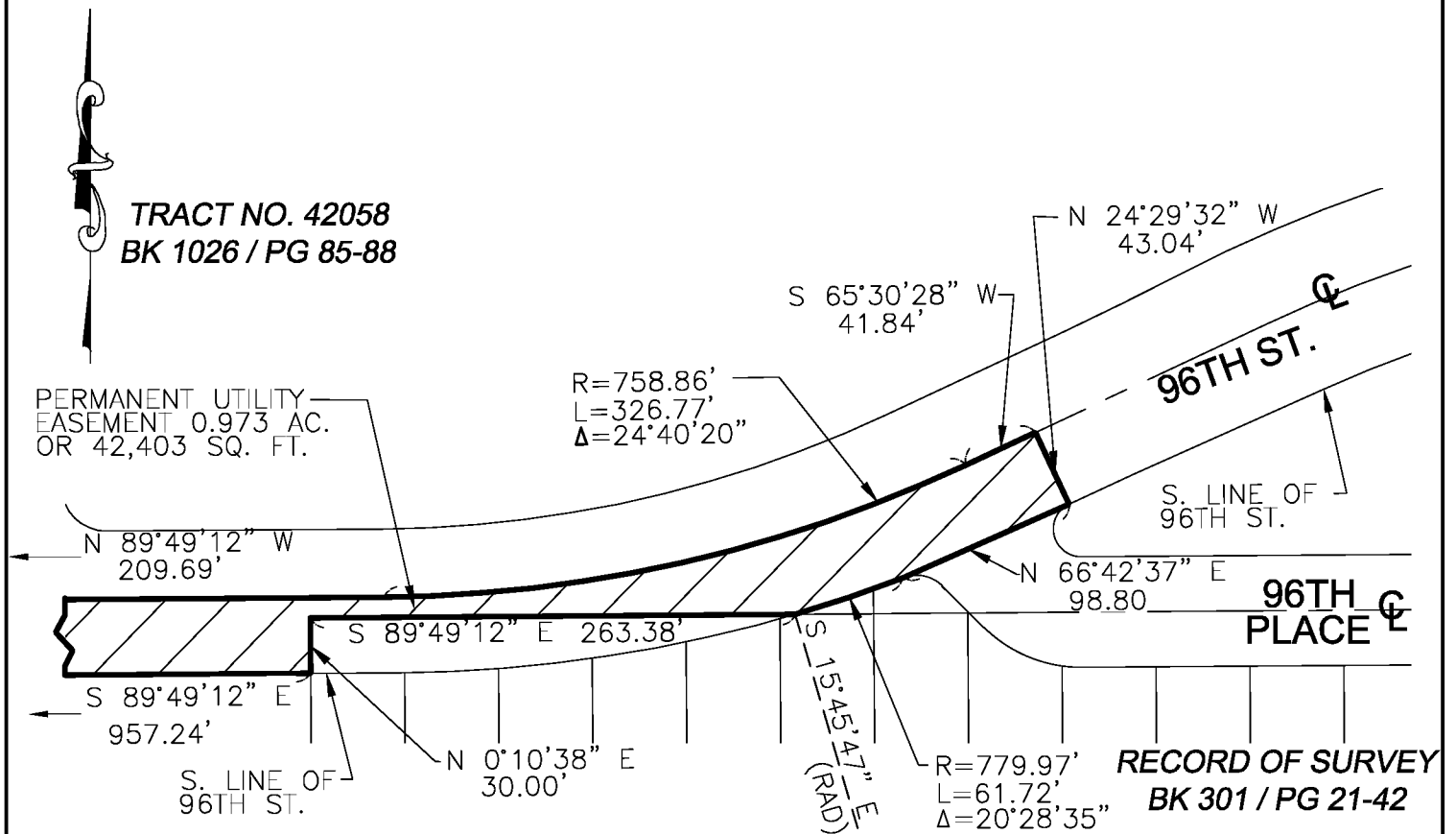
PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A




DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

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

Pacific Bell Telephone Company
R/W Office
3939 E. Coronado, 2nd Flr
Anaheim, CA 92807

DOCUMENTARY TRANSFER TAX \$ _____

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

**AGREEMENT AND GRANT OF UTILITY EASEMENT
[AT&T]**

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by 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 PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T ("Grantee" or "AT&T") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located (a) on or about 96th Street between 96th Place and Vicksburg Avenue, and (b) on or about Interceptor Street east of Sepulveda Boulevard and west of Westchester Parkway;

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

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

AGREEMENT

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

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibits "A1" and "B1" and more particularly depicted in Plat Map attached hereto as Exhibits "A2" and "B2", which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers,

naming the Grantor and LAWA as additional insureds. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. §§ 9601 et seq., (“CERCLA” or “Superfund”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (“CWA”); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

10.2. Grantee’s Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,

and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

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

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

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

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

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

///

///

///

///

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

Pacific Bell Telephone Company
California Network Notification
1587 Franklin St, 8th Flr
Oakland, CA 94612

with a copy to:

Right of Way (AT&T)
1000 E. GREEN ST
3rd FLOOR
PASADENA, CA 91101

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

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

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

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

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

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

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall

be governed by and construed and enforced in accordance with the laws of the State of California.

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: Darin Bass

Print Name: DARIN BASS

Title: Right of Way Manager AT&T

By: Ralph Soto

Print Name: RALPH SOTO

Title: Right of Way Manager AT&T

State of California)
County of Los Angeles)

On July 20th, 2022, before me, Giovanni Robles,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



State of California)
County of Los Angeles)

On July 20th, 2022, before me, Giovanni Robles,
(insert name and title of the officer)

personally appeared Ralph Soto,
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)

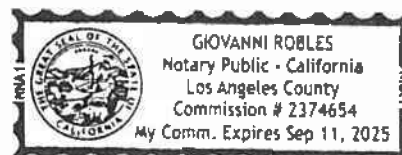


EXHIBIT A-1

LEGAL DESCRIPTION

(96TH STREET)

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH 0°11'01" WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE



EXHIBIT A-2

PLAT MAP

(96TH STREET)

EXHIBIT A2

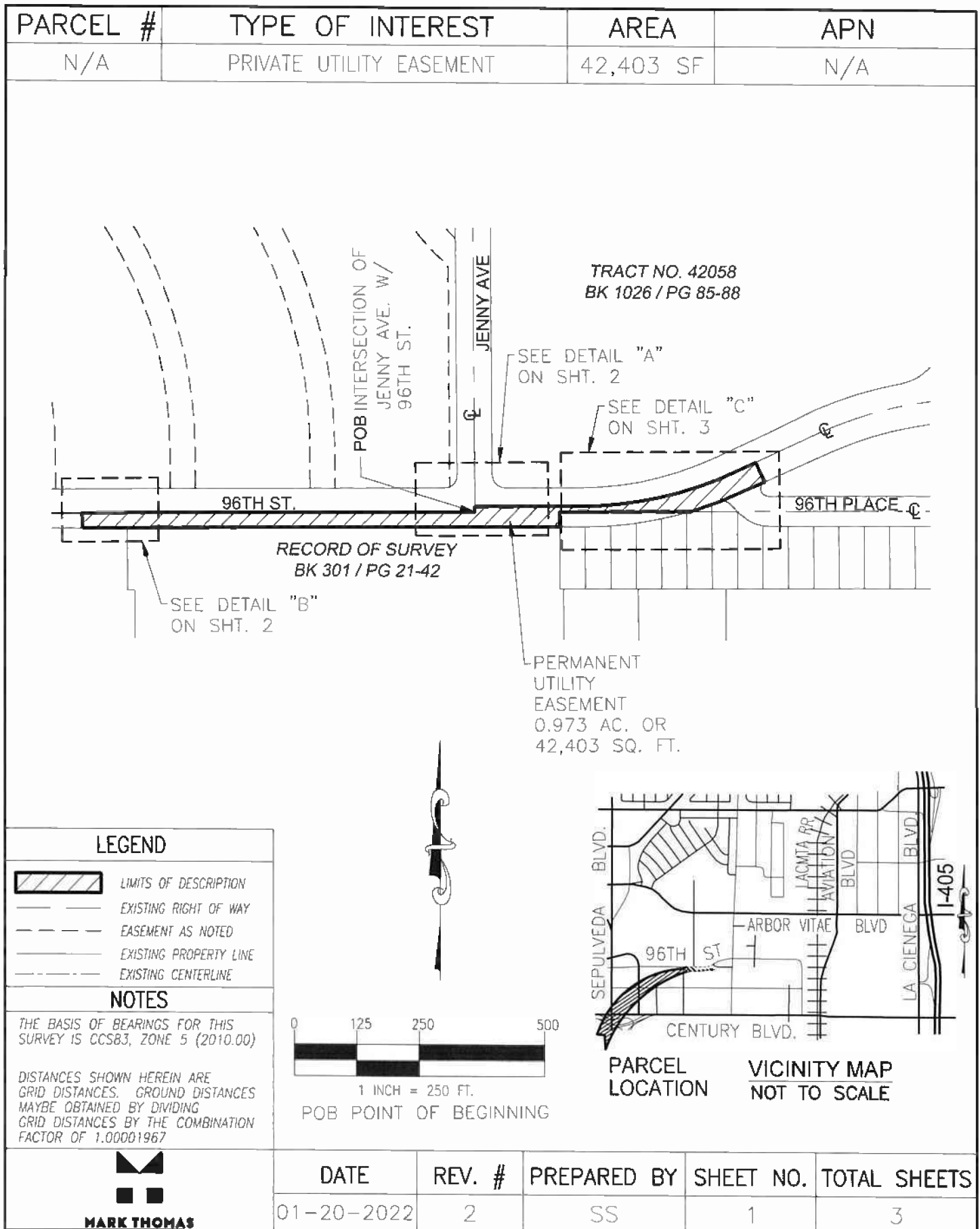
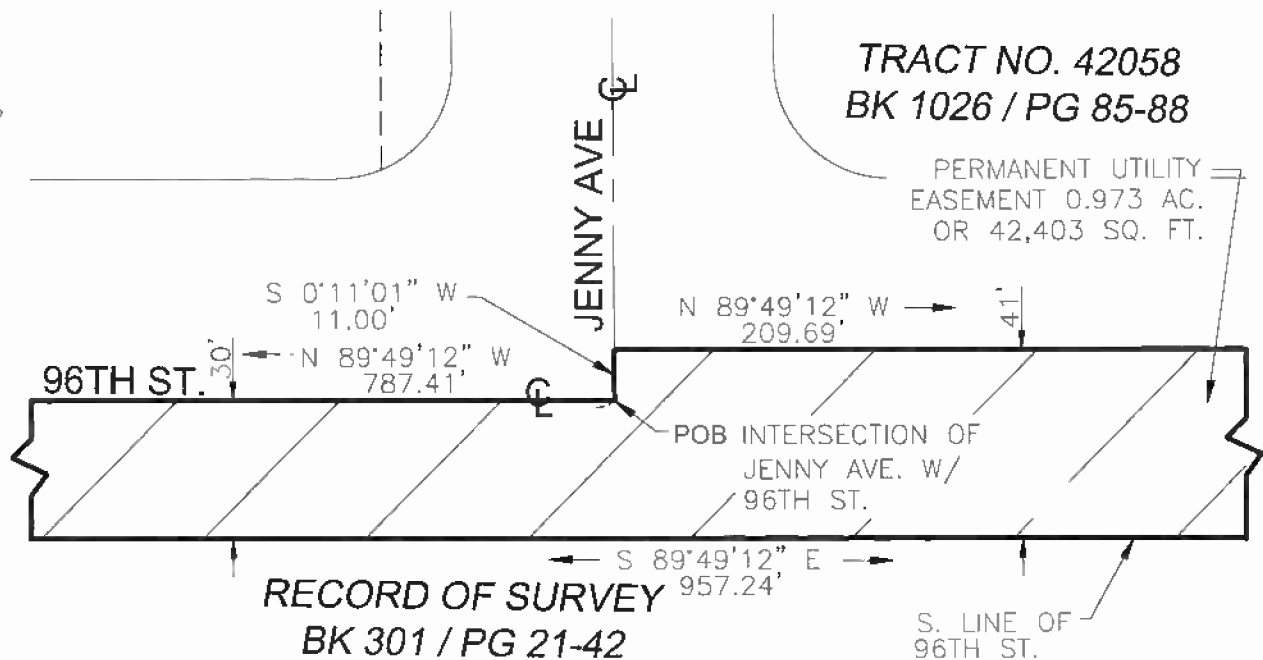
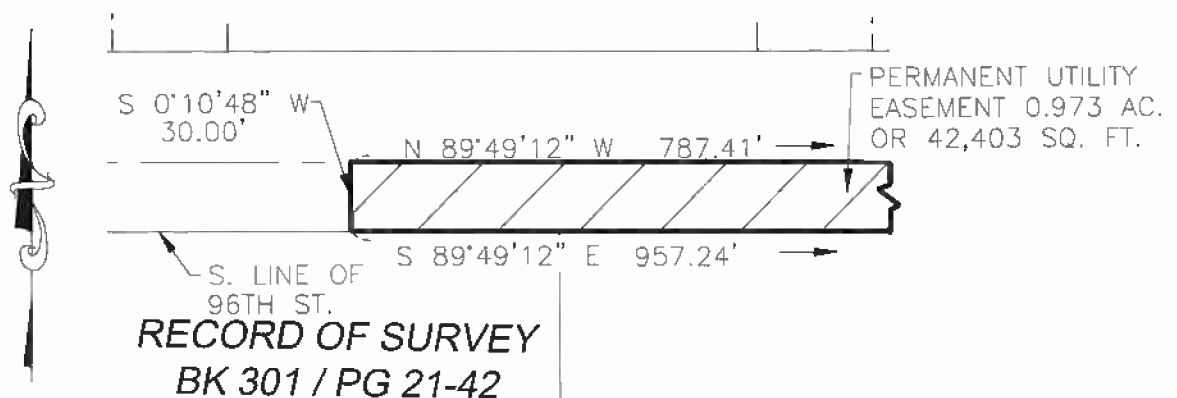


EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "A"
N.T.S.



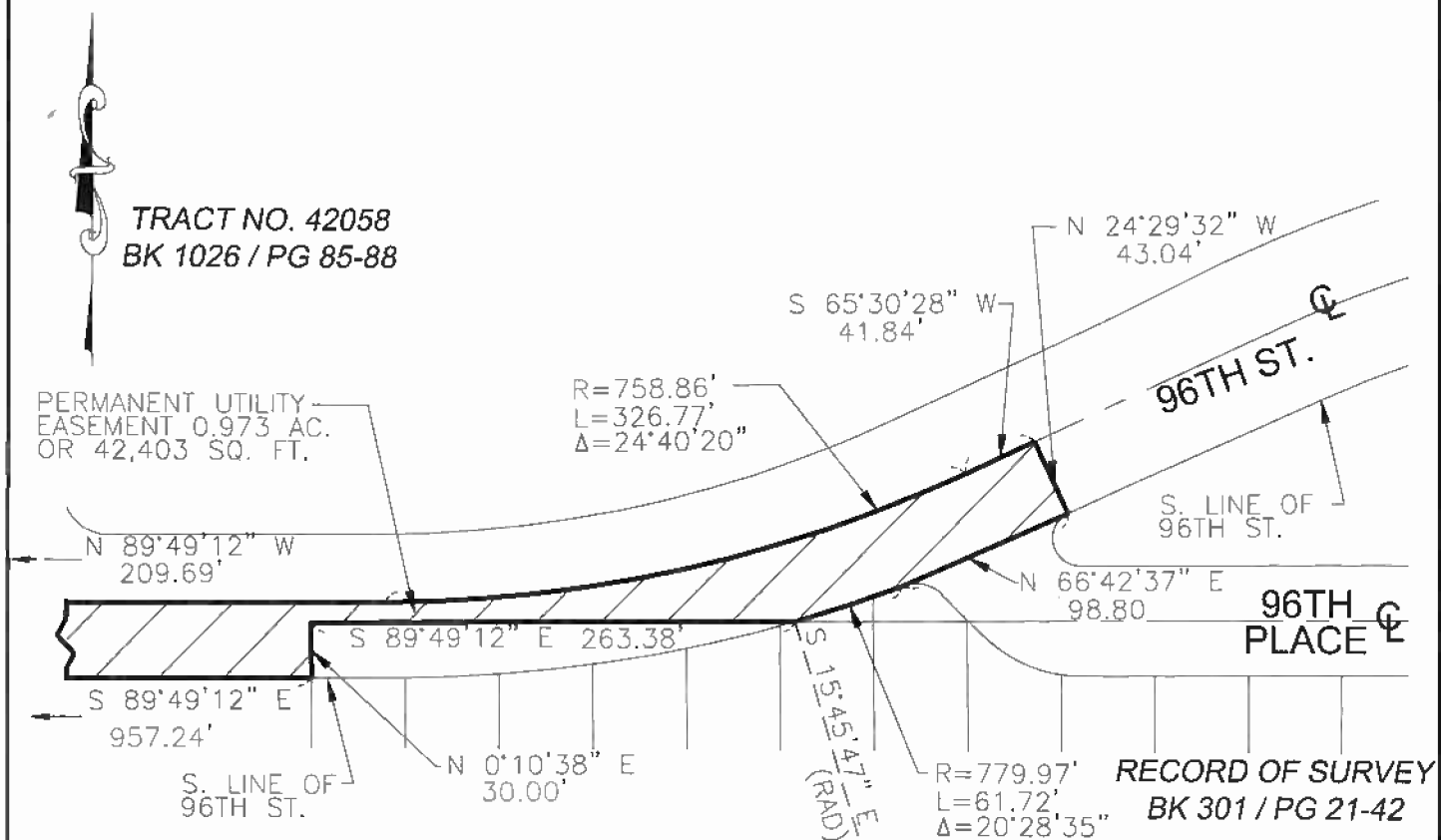
DETAIL "B"
N.T.S.



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

EXHIBIT B-1

**LEGAL DESCRIPTION
(INTERCEPTOR STREET)**

EXHIBIT "B1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF INTERCEPTOR STREET AS SHOWN ON MAP OF TRACT NUMBER 12574, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 247 OF MAPS, PAGES 13 THROUGH 20, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING (POC) AT THE CENTERLINE INTERSECTION OF 96TH STREET AND SEPULVEDA BOULEVARD AS SHOWN ON SAID TRACT MAP;

THENCE ALONG SAID SEPULVEDA BOULEVARD CENTERLINE NORTH 00°00'58" EAST, A DISTANCE OF 400.54 FEET TO THE CENTERLINE INTERSECTION OF SEPULVEDA BOULEVARD AND INTERCEPTOR STREET AS SHOWN ON SAID TRACT MAP, SAID POINT BEING THE TRUE POINT OF BEGINNING (TPOB).

THENCE ALONG SAID INTERCEPTOR STREET CENTERLINE SOUTH 89°59'02" EAST, A DISTANCE OF 166.52 FEET;

THENCE CONTINUING ALONG SAID INTERCEPTOR STREET CENTERLINE NORTH 54°29'30" EAST TO A POINT ON THE WESTCHESTER PARKWAY CENTERLINE AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE POINT OF TERMINATION (POT).

EXCEPTING THEREFROM THE PORTION LYING WEST OF THE EASTERLY LINE OF SEPULVEDA BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY.

EXCEPTING THEREFROM THE PORTION LYING NORTHEAST OF THE SOUTHWESTERLY LINE OF WESTCHESTER PARKWAY AS SHOWN ON SAID RECORD OF SURVEY.

CONTAINING 1.562 ACRES OR 68,071 SQUARE FEET, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR THE CENTERLINE OF SEPULVEDA BOULEVARD, BEING NORTH 0°00'58" EAST, AS SHOWN ON TRACT MAP NUMBER 12574, RECORDED IN BOOK 247, PAGES 13 THROUGH 20, INCLUSIVE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



01/06/2022

BYRON J. CAZAR, P.L.S.

DATE

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



EXHIBIT B-2

PLAT MAP

(INTERCEPTOR STREET)

EXHIBIT B2

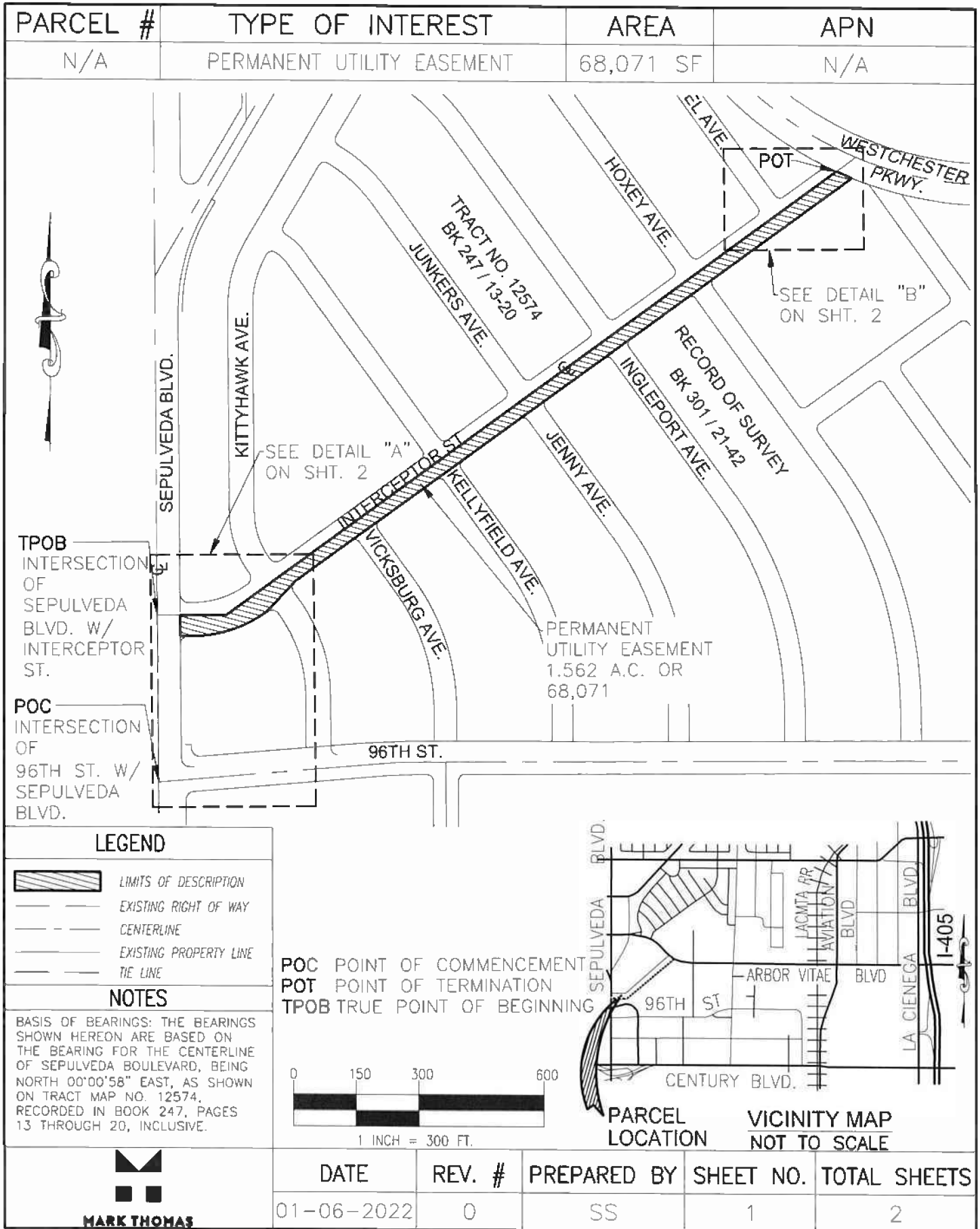


EXHIBIT B2

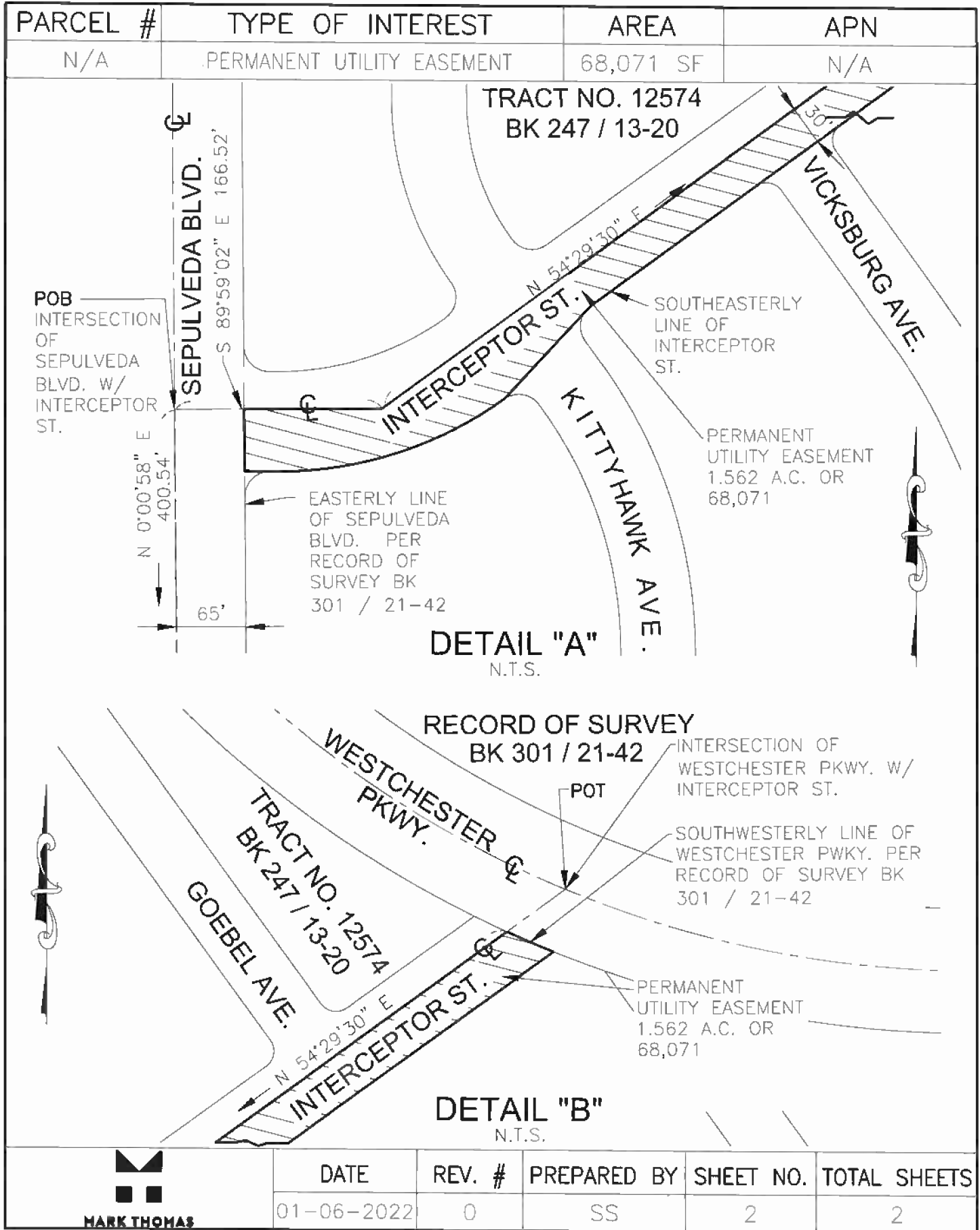


EXHIBIT 4

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

XO Communications Services, LLC
Attn: Manager - Right of Way
600 Hidden Ridge Drive
Irving, TX 75038

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

DOCUMENTARY TRANSFER TAX \$ _____

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

**AGREEMENT AND GRANT OF UTILITY EASEMENT
[XO Communications Services LLC]**

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and commercial automobile liability insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, or be adequately self-insured.

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

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

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

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

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

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

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

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

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

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


Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and commercial automobile liability insurance with adequate coverage amounts and from reputable providers, including the Grantor and LAWA as additional insureds as their interest may

appear under this Agreement. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. §§ 9601 et seq., (“CERCLA” or “Superfund”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (“CWA”); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

10.2. Grantee’s Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,

and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

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

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

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

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within twenty-one (21) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

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

///

///

///

///

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

XO Communications Services, LLC
Attn: Manager - Right of Way
600 Hidden Ridge Drive
Irving, TX 75038
VzB-ROWContractNotices@verizon.com

with a copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW; 5th Floor
Washington, DC 20005

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

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

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

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

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

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

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

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

Executed this _____ 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:

XO COMMUNICATIONS SERVICES LLC,
a Delaware limited liability company

By: _____

Dina Dye, Senior Manager
Network Reg./Real Estate

Date: _____

6/15/2022

State of Texas)

County of Dallas)

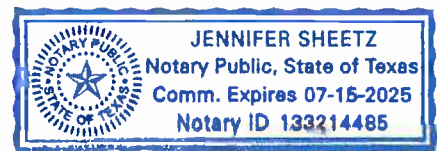
On July 15, 2022, before me, **Dina Dye, Senior Manager of Network Regulatory and Real Estate** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Jennifer Sheetz



(Seal)

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

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

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

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

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

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

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

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

PREPARED UNDER MY SUPERVISION:

Byron J. Cazar

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

01/12/2022
DATE



EXHIBIT A2

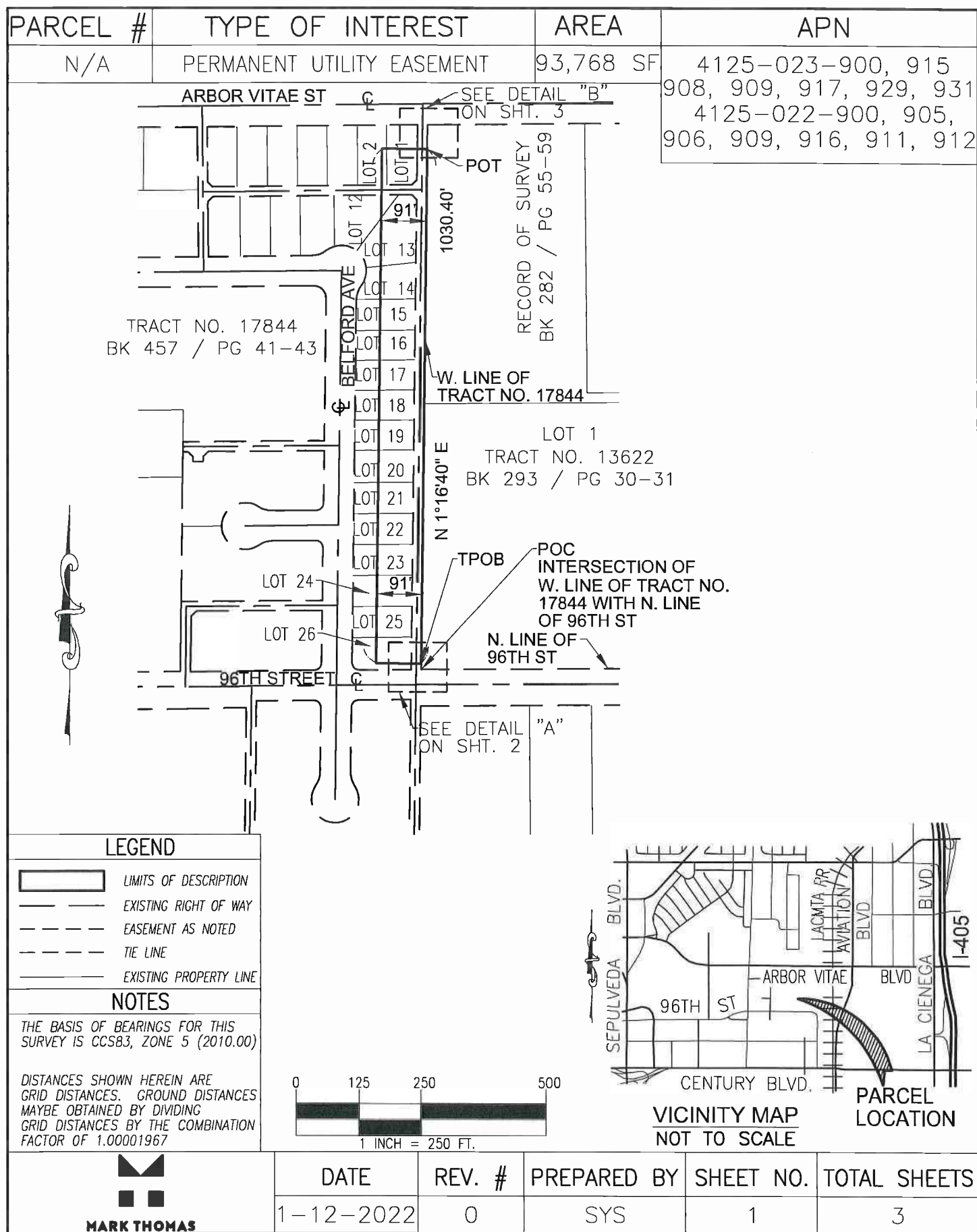


EXHIBIT A2

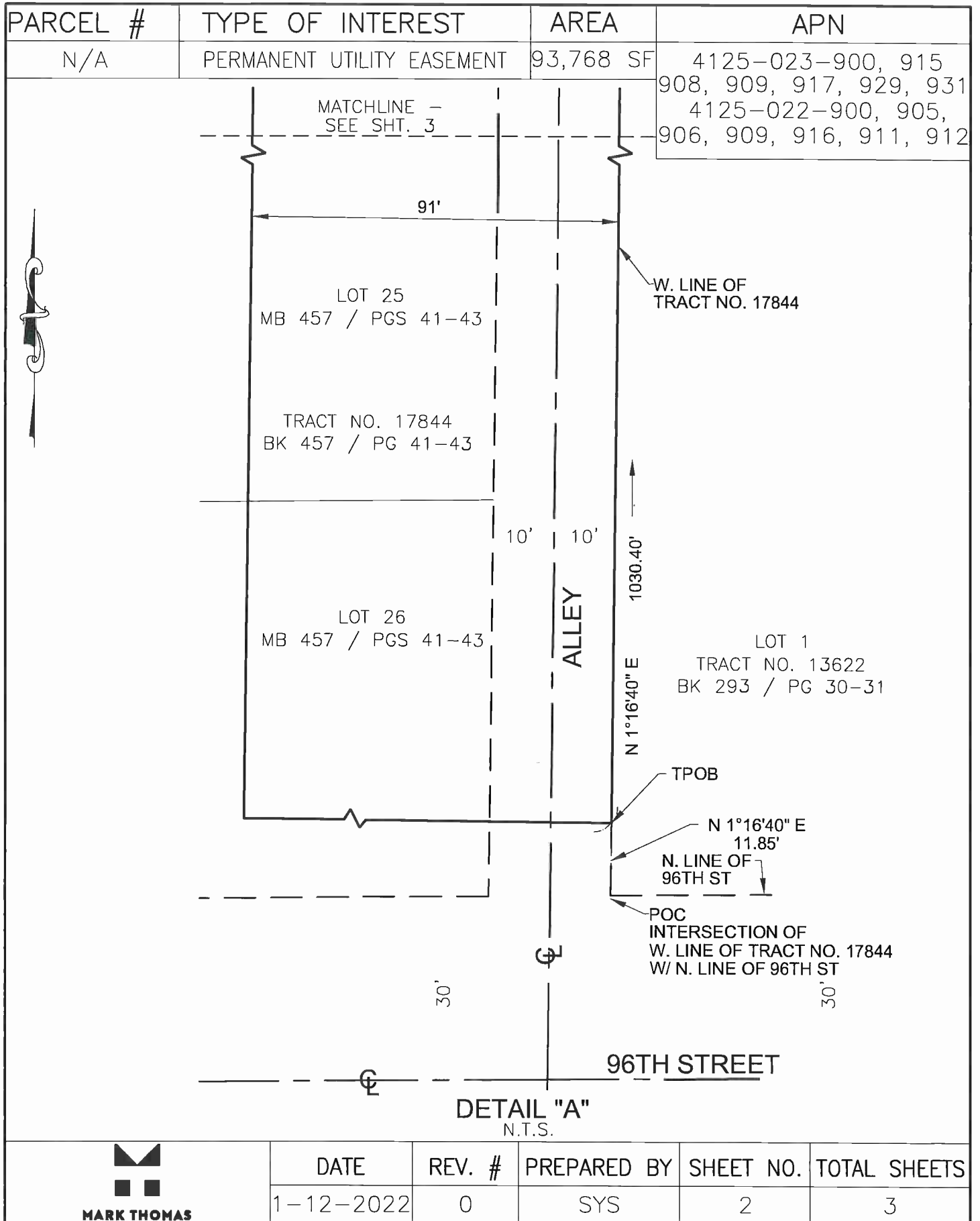
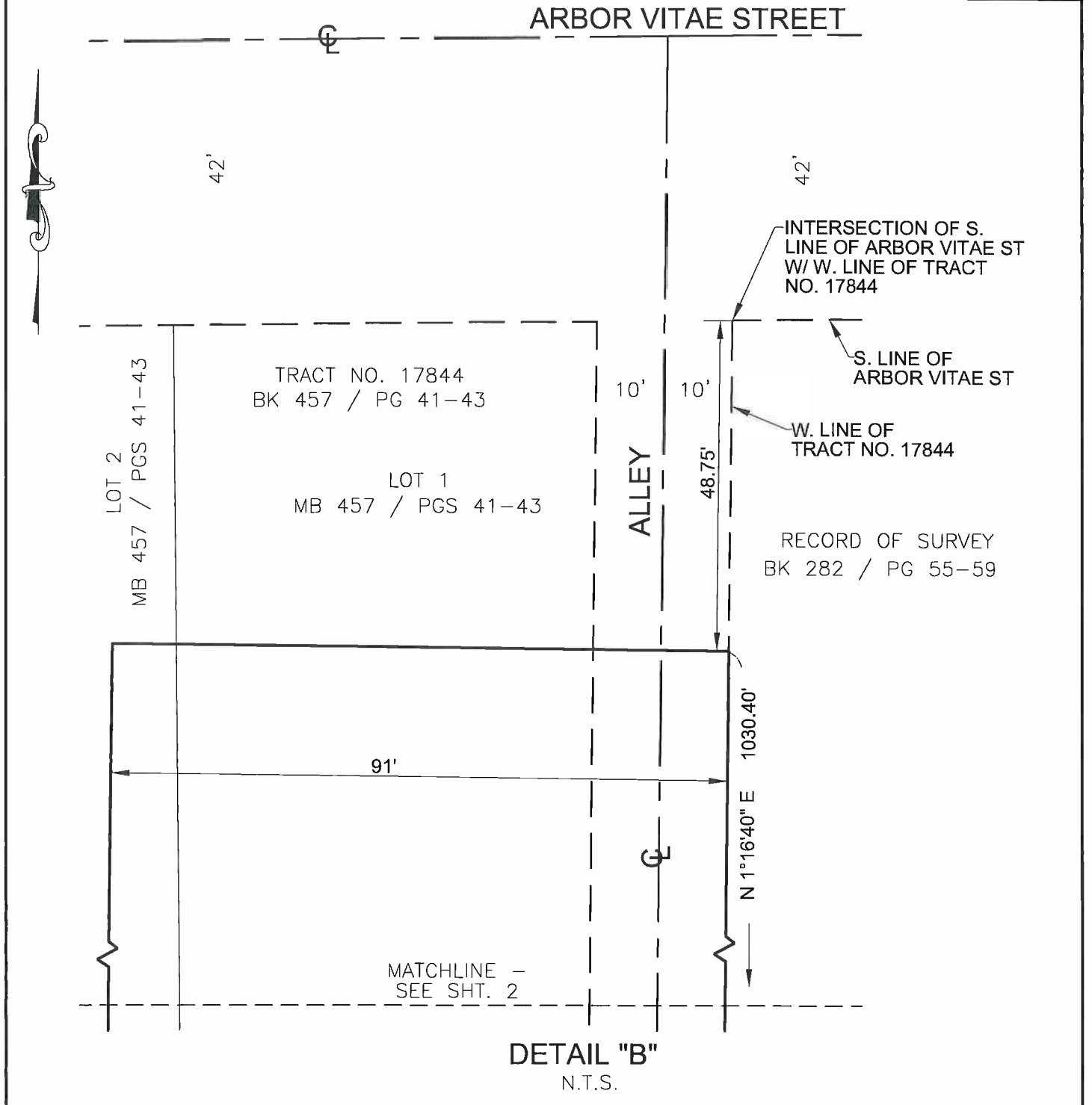


EXHIBIT A2

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



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

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

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

DOCUMENTARY TRANSFER TAX \$ _____

_____ Computed on full value of property conveyed

_____ Computed on full value less liens and
encumbrances remaining at time of sale

**AGREEMENT AND GRANT OF UTILITY EASEMENT
[Crown Castle Fiber LLC]**

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

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located on or about 96th Street between 96th Place and Vicksburg Avenue;

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

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such

easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports (“LAWA”) as additional insureds, or be adequately self-insured.

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

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

4. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic’s liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic’s liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee’s behalf. In the event that Grantee does not, within thirty (30) calendar days following receipt of notice of such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys’ fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor. Nothing herein shall prejudice Grantee’s right to contest the validity of any such lien in good faith by appropriate means.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law,

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

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

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

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

users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

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

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

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


Grantee Initials

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

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx.

§§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

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

discharge including all test results.

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

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

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

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

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

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

with a copy to:

Crown Castle Fiber LLC
Attn: Legal – Infrastructure
1500 Corporate Drive
Canonsburg, Pennsylvania 15317

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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.

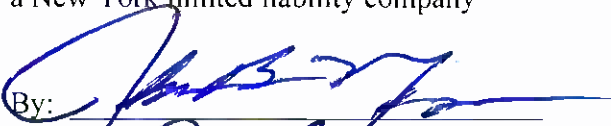
WITNESS my hand and official seal.

Signature _____

(Seal)

GRANTEE:

CROWN CASTLE FIBER LLC,
a New York limited liability company

By: 

Print Name: John B. Mengel

Title: Associate General Counsel

Commonwealth Pennsylvania

~~State~~ of California)
County of Washington)

On July 21, 2022, before me, Corenda Y. Hamilton,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Corenda Y. Hamilton

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Corenda Y. Hamilton, Notary Public
Washington County
My commission expires September 13, 2022
Commission number 1338614
Member, Pennsylvania Association of Notaries

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH $0^{\circ}11'01''$ WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE

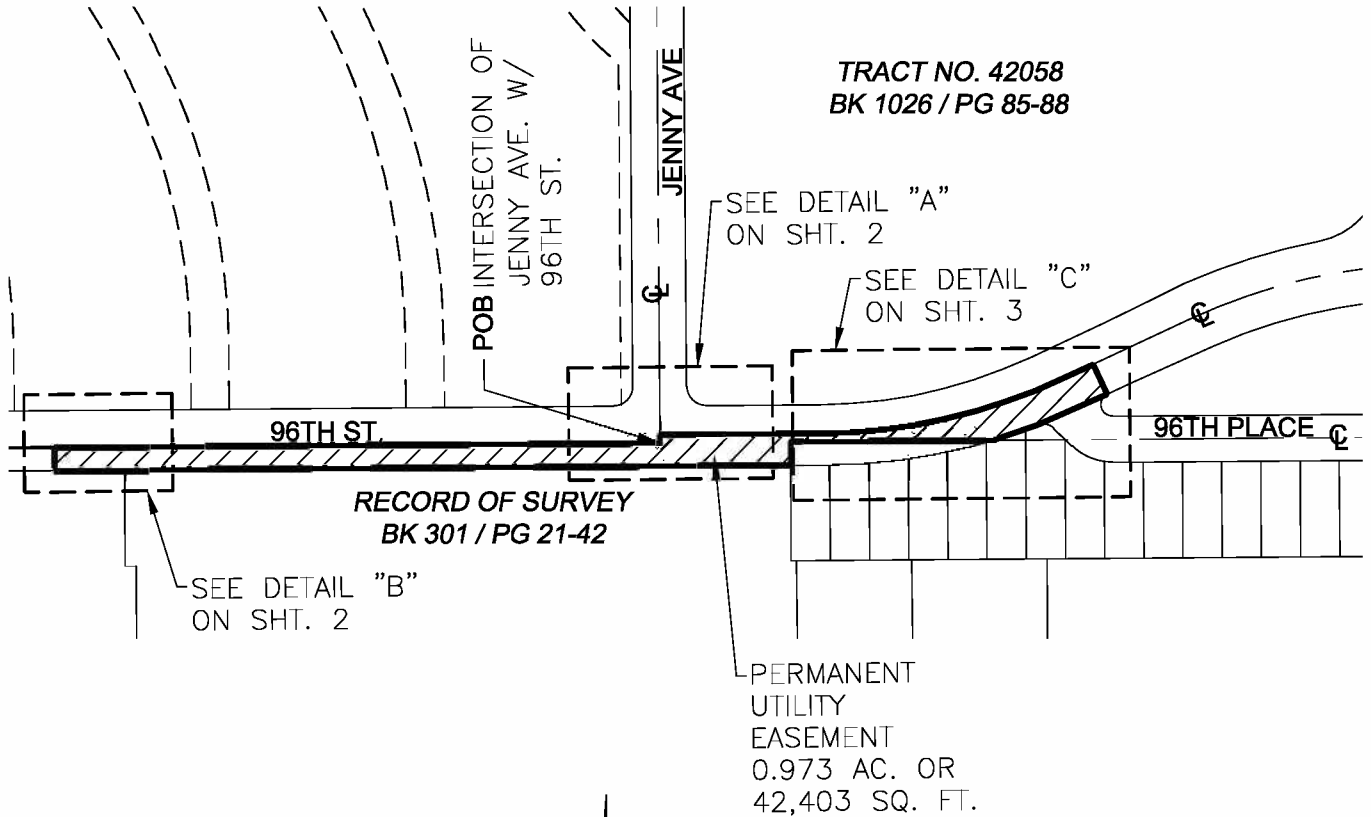


EXHIBIT A-2

PLAT MAP

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE

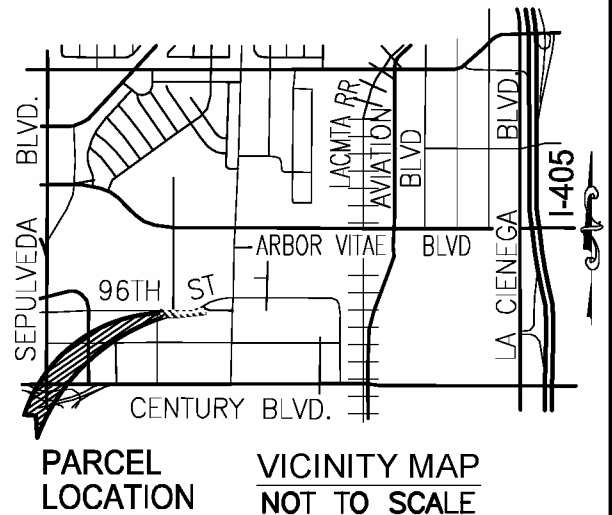
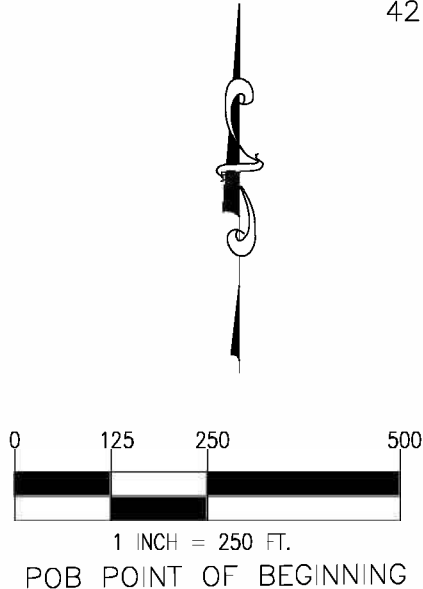
NOTES

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

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



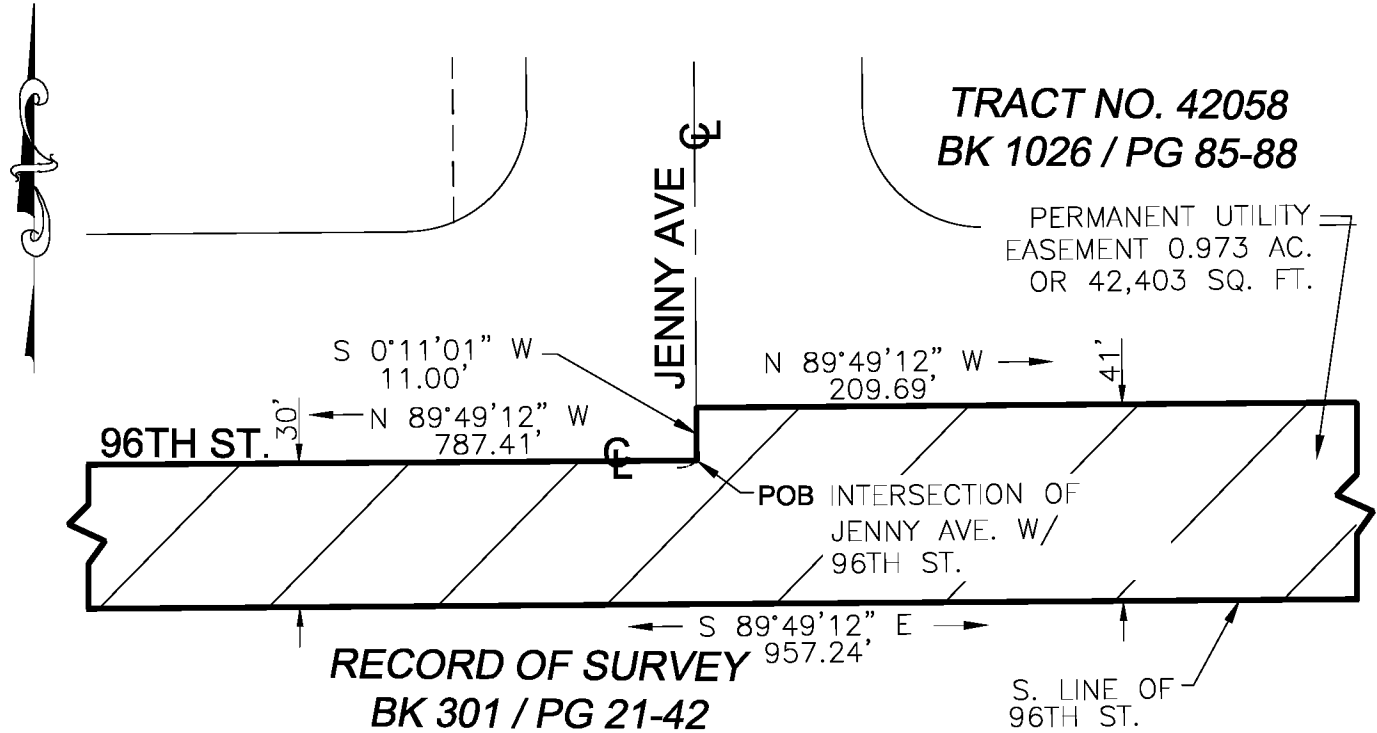
MARK THOMAS



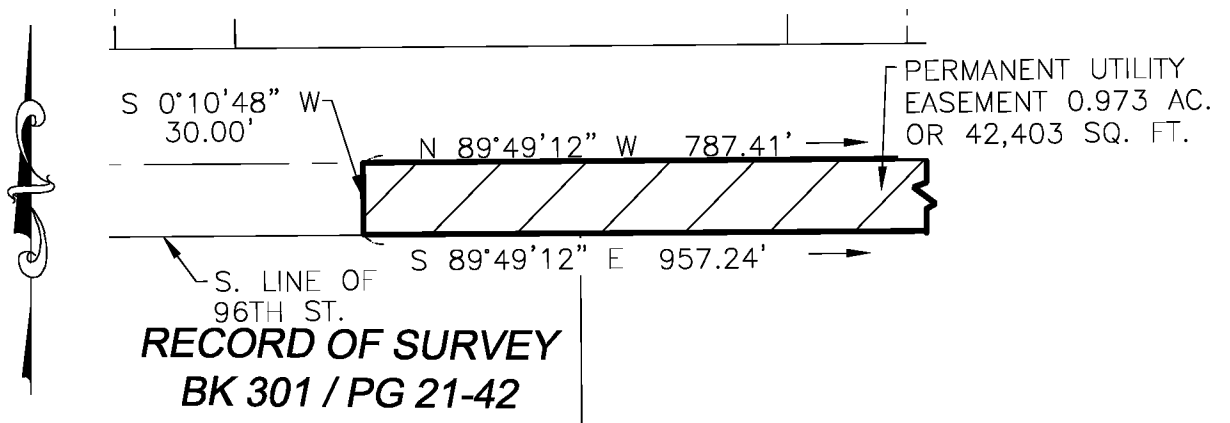
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "A"
N.T.S.



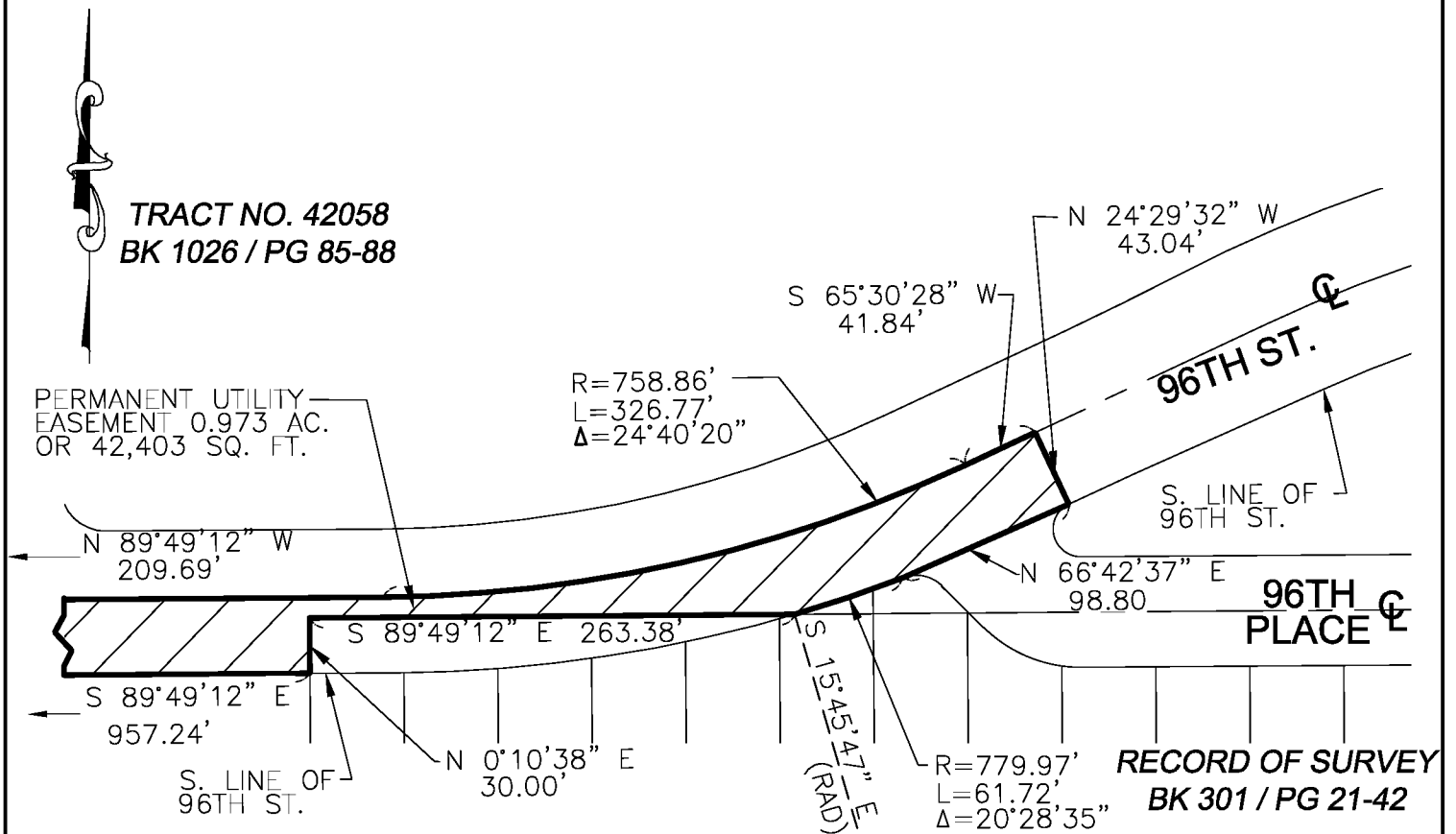
DETAIL "B"
N.T.S.




DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

ORDINANCE NO. _____

An Ordinance approving Resolution No. _____ of the Board of Airport Commissioners ("Board") of the City of Los Angeles Department of Airports ("Los Angeles World Airports" or "LAWA") consenting to entering into and 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 [So Cal Gas] to Southern California Gas Company, a California corporation ("Grantee").

WHEREAS, Grantor is the fee owner of that certain real property generally located on 96th Street between Airport Boulevard and Vicksburg Avenue City of Los Angeles, California, also identified as: Lots 158 through 174 inclusive in Tract No. 13711; Lots 85 through 98 inclusive in Tract No. 13403; and Lot 2 in Tract No. 42058, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

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

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

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

WHEREAS, the subject Agreement and Grant of Utility Easement [So Cal Gas] (the form of which is attached hereto and incorporated herein by this reference as Exhibit "1") provides for grant of an easement for the Facilities in and to that certain portion of the City Property, 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 exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map;

WHEREAS, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to enter into and grant the Agreement and Grant of Utility Easement [So Cal Gas] to Grantee, all as set forth and in furtherance of the LAMP Project at Airport; and

WHEREAS, the Board recommends approval by the City Council of the City of Los Angeles ("City Council") to enter into and grant the Agreement and Grant of Utility Easement [So Cal Gas] as set forth, in furtherance of the LAMP Project at Airport.

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 entering into and granting the Agreement and Grant of Utility Easement [So Cal Gas] to Grantee in exchange for 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 Airport, is in the best interests of the public.

Sec. 3. City hereby, as set forth, (A) authorizes entering into and granting the Agreement and Grant of Utility Easement [So Cal Gas] to Grantee in exchange for Grantee's affirmative consent and agreement to recordation of the Tract Map, subject to approval by the Federal Aviation Administration (FAA) as required under LAWA's grant assurances to FAA, and (B) authorizes LAWA's Chief Executive Officer to execute and record the Agreement and Grant of Utility Easement [So Cal Gas] 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 strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibit "A-1" and more particularly depicted in Plat Map attached as Exhibit "A-2" (both exhibits being attachments to Exhibit "1" hereto) (the "Easement Area"), for the Easement Purpose, subject to Reservations and Conditions, and upon terms as set forth.

EASEMENT PURPOSE

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

RESERVATIONS AND CONDITIONS

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

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

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

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

(e) Grantor reserves the right to use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance and comply with underground service alert notification requirements set forth in Government Code Sections 4216, et seq.

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

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

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

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

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

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 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 to the extent caused by the sole or active negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for the actual legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. The term "Grantee" as used in clauses (a) and (b) of this Section 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 enter into and grant the Agreement and Grant of Utility Easement [So Cal Gas] to Grantee as described herein, in furtherance of the LAMP Project at Airport.

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
[So Cal Gas]

Including Exhibit A-1 (legal description) and Exhibit A-2 (plat map)

Recording Requested by and when
recorded mail to:

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

Leak
Survey

Area: ING 81

APN: _____

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

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

DISTRIBUTION R.W. 270565

Delra Jimenez Southern California Gas Company

AGREEMENT AND GRANT OF UTILITY EASEMENT [SoCal Gas]

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports, commonly known as Los Angeles World Airports ("Grantor" or "City") and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Grantee" or "Gas Company") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property generally located on 96th Street between Airport Boulevard and Vicksburg Avenue City of Los Angeles, California, also identified as: Lots 158 through 174 inclusive in Tract No. 13711; Lots 85 through 98 inclusive in Tract No. 13403; and Lot 2 in Tract No. 42058, all in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

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

WHEREAS, Grantor and Grantee entered into that certain Reservation of Rights Agreement executed on or about October 25, 2018, which contemplates that, among other things,

if the Facilities need to be relocated outside any public streets, Grantor will provide Grantee with the requisite easements or property rights for the new location;

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

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

AGREEMENT

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

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

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

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

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

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

(e) Grantor reserves the right to use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the Easement Area with landscaping, paved driveways, parking surfaces, sidewalks, curbs, gutters, lighting fixtures, fences, and other facilities and utilities), provided that such use does not

unreasonably or substantially interfere with Grantee's nonexclusive easement granted herein, and provided further that before Grantor makes any improvement involving a change of grade, Grantor shall notify Grantee in advance and comply with underground service alert notification requirements set forth in Government Code Sections 4216, et seq.

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

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

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

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

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

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

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

4. General Conditions on Easement.

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

deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee to Grantor within ten (10) business days of written demand therefor.

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

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

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use of the Easement Area, and any activities under this Agreement fully comply with any applicable statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction by a court or governmental authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the execution, delivery, and recordation of this Agreement, and which becomes effective after the execution, delivery, and recordation of this Agreement, or any binding interpretation of the foregoing (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Applicable Laws includes Airport rules and regulations, restrictions

and orders of any federal, state, or local government authority having jurisdiction over the Easement Area, including but not limited to, the FAA and the City of Los Angeles. Moreover, Grantee acknowledges that the Easement Area is located in the Airport, regulated by FAA, which may impose certain height restrictions and other regulations on any improvements, fixtures, or equipment, including the Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the Facilities to bring them into compliance with Applicable Laws. The grant of Easement shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the rights or prerogatives of the City of Los Angeles as a government, including the right to enact, amend or repeal any Applicable Laws, which may affect the Easement Area and the Facilities thereon. Moreover, Grantor shall not be liable to Grantee for any diminution or deprivation of Grantee's rights under this Agreement which may result from Grantee's obligation to comply with any and all Applicable Laws on account of the exercise of any such authority as is provided in this Section.

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

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

excavation, or grading any part of the Easement Area or the area of the Facilities, Grantee shall leave such excavation or graded area and the surrounding areas in the substantially same grade and condition as they were in prior to such digging, excavation, or grading.

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

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

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

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

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

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

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

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


Grantee Initials

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

11. Environmental Matters.

11.1. Grantee's Clean-up Obligations.

11.1.1. In the case of any Hazardous Substance (as defined below) spill, leak, discharge, release or contamination by Grantee or its employees, servants, agents, contractors, or subcontractors on the City Property or any part thereof, or as may be discharged or released in, on or under adjacent property which affects other property of Grantor or its tenants, Grantee agrees to make or cause to be made any necessary corrective actions to clean-up and remove any such spill, leakage, discharge, release or contamination ("Clean-up"). If Grantee fails to repair, clean up, properly dispose of, or take any other corrective actions as required herein, Grantor may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release or contamination. Any such repair, cleanup, or corrective actions taken by Grantor shall be at

Grantee's sole cost and expense and Grantee shall indemnify and pay for and/or reimburse Grantor for any and all costs (including any administrative costs) Grantor incurs as a result of any repair, clean up, or corrective action it takes. Grantee's obligation to Clean-up Hazardous Substances is without regard to whether the obligation for such compliance is placed on the owner of the land, the owner of the improvements or on the user of the improvements.

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

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

"Hazardous Substance(s)" shall mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

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

with a copy to:

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

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

their respective successors and assigns.

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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.

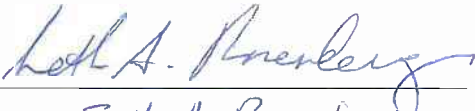
WITNESS my hand and official seal.

Signature _____

(Seal)

GRANTEE:

SOUTHERN CALIFORNIA GAS COMPANY,
a California corporation

By: 
Print Name: Seth A. Rosenberg
Title: Land & Right of Way Supervisor

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)

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)

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

On June 20th, 2022 before me, Jessica Chavez-Roy, a Notary Public, personally appeared Seth A Rosenberg, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature:

Commission#: 2287979

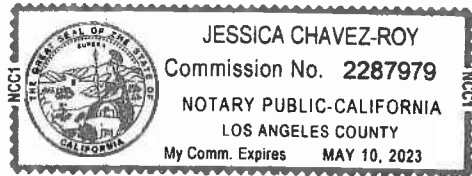
Commission Expiration: May 10, 2023

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH $0^{\circ}11'01''$ WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE

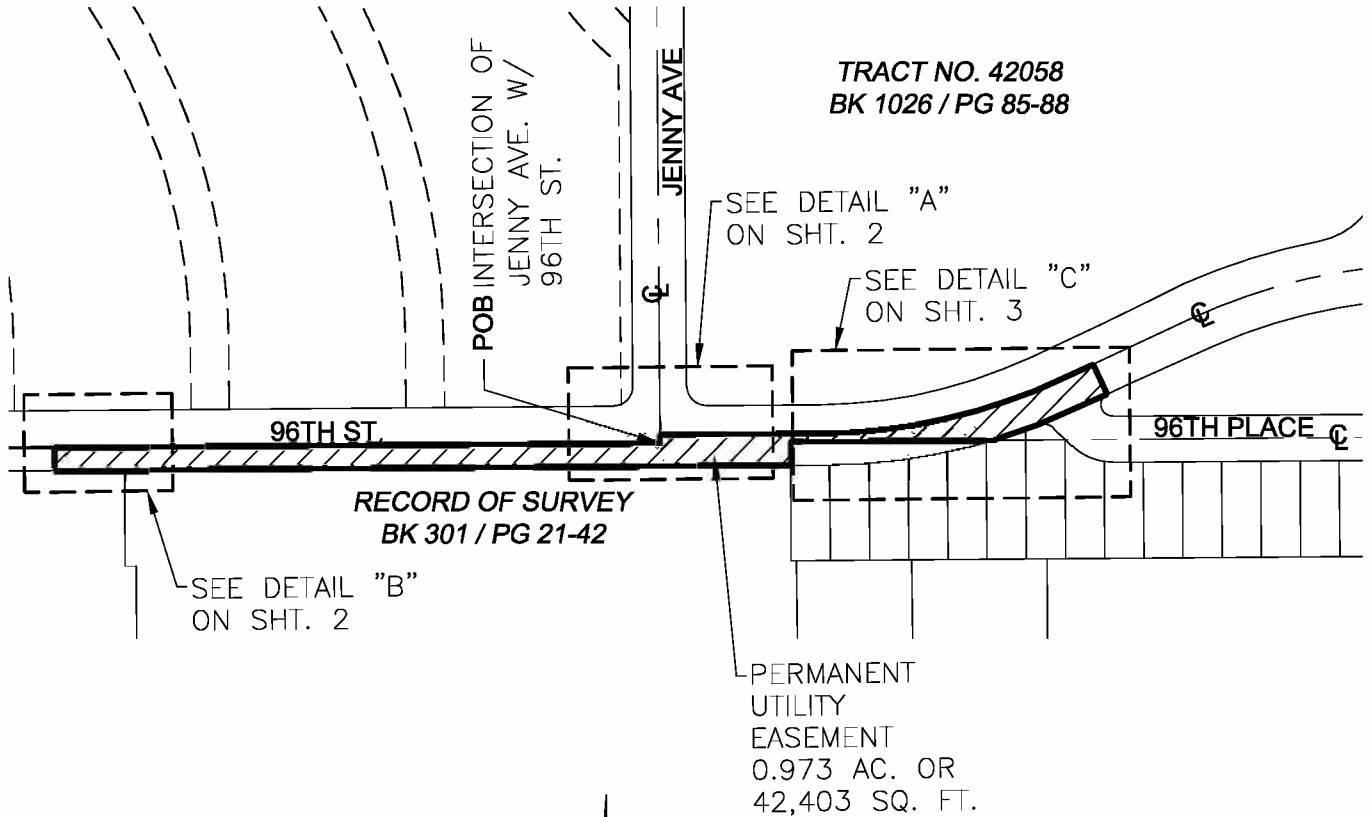


EXHIBIT A-2

PLAT MAP

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE

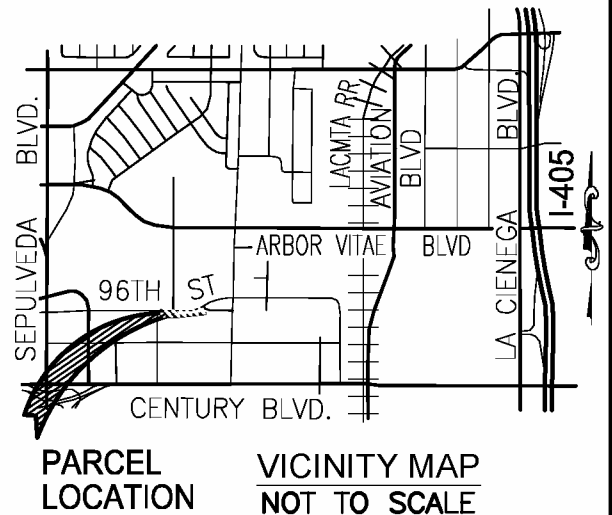
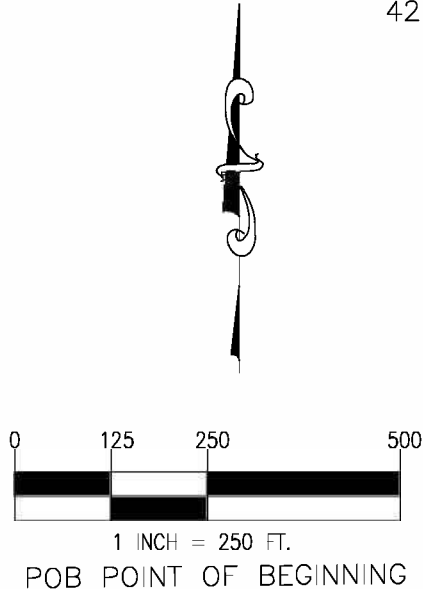
NOTES

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

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



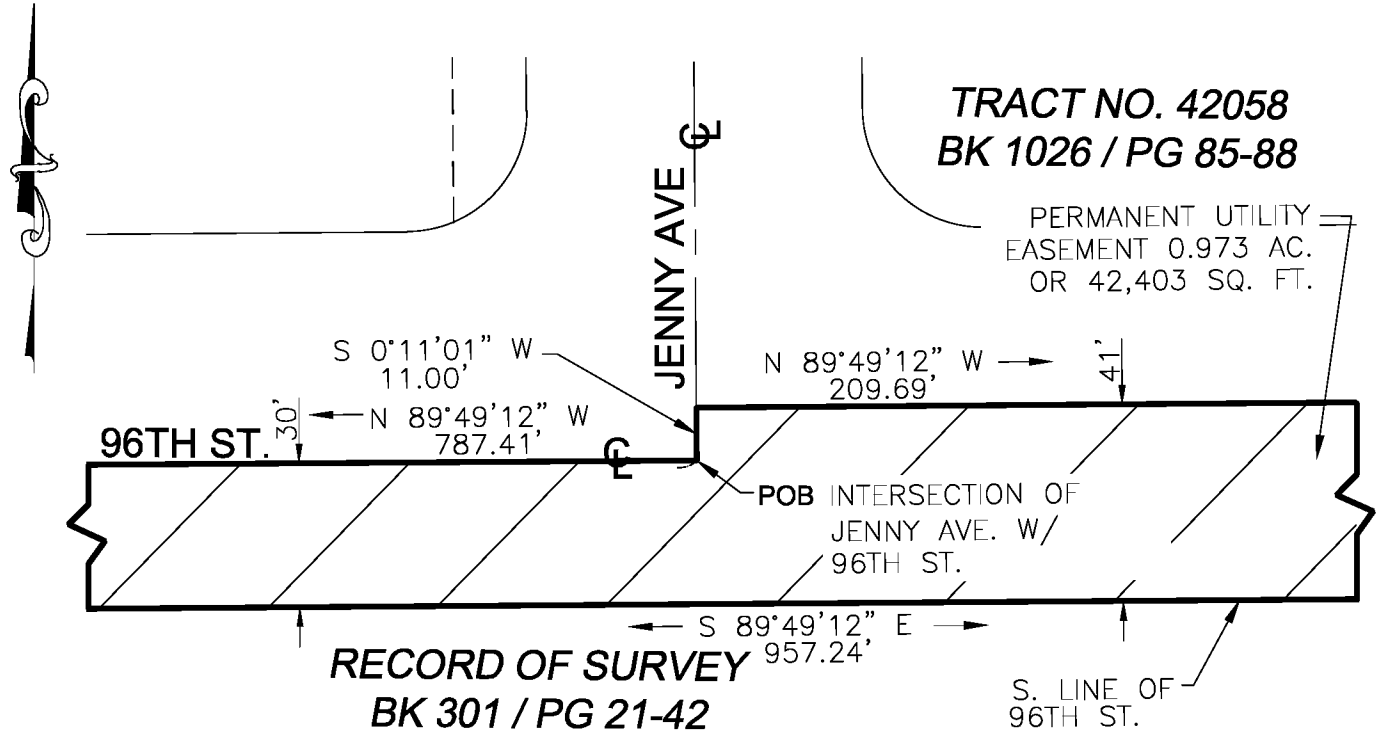
MARK THOMAS



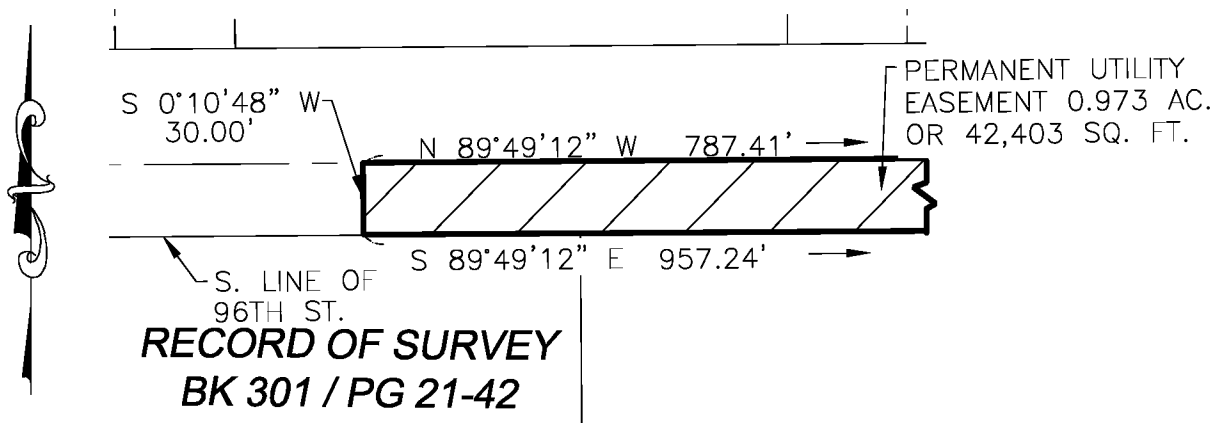
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "A"
N.T.S.



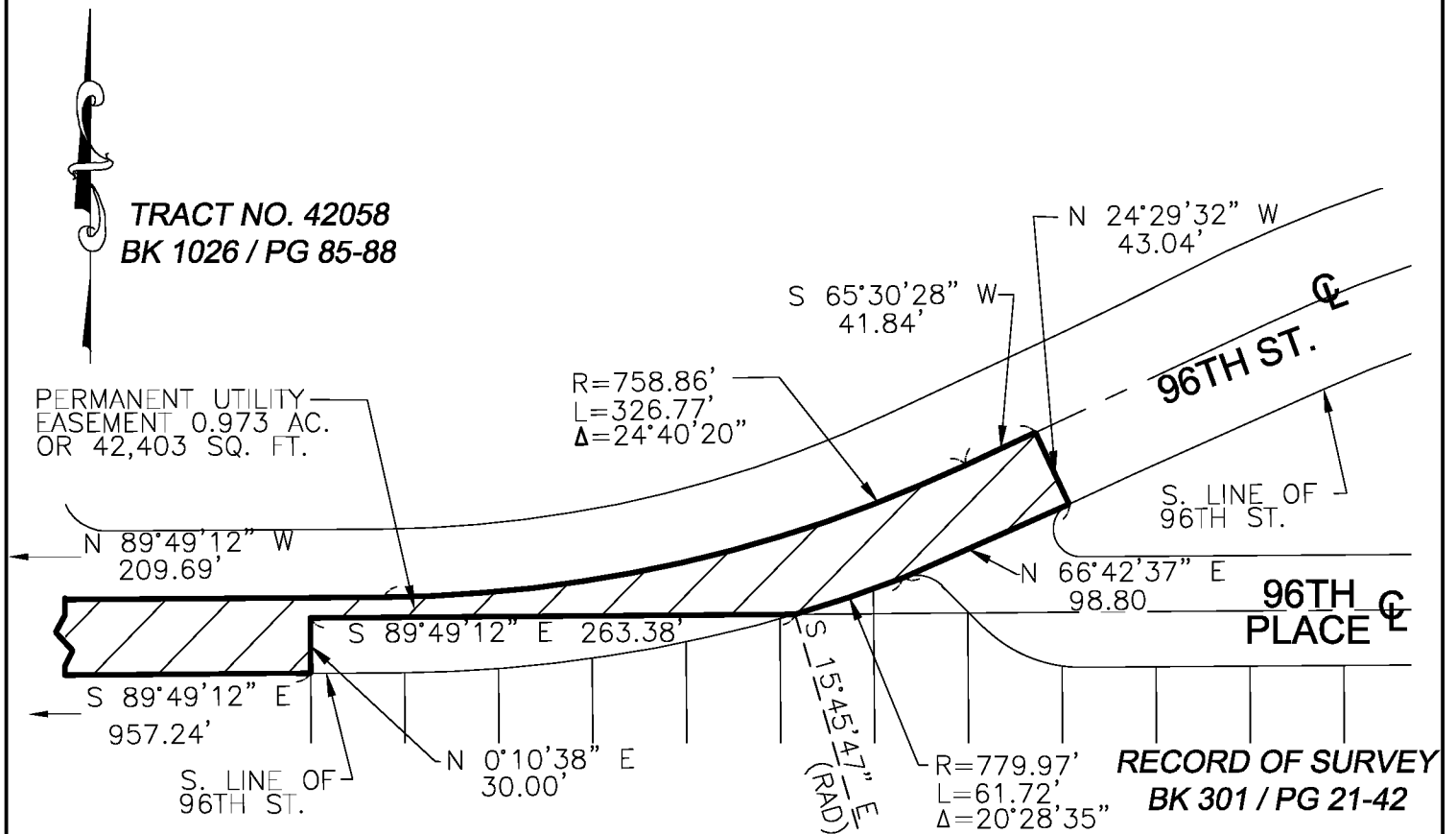
DETAIL "B"
N.T.S.




DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

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 located 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 CHOUDHRY
Deputy City Attorney

Date: _____

File No. _____

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 _____

ORDINANCE NO. _____

An Ordinance approving Resolution No. _____ of the Board of Airport Commissioners ("Board") of the City of Los Angeles Department of Airports ("Los Angeles World Airports" or "LAWA") consenting to entering into and 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 [AT&T] to Pacific Bell Telephone Company, a California corporation, dba AT&T ("Grantee").

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located (a) on or about 96th Street between 96th Place and Vicksburg Avenue, and (b) on or about Interceptor Street east of Sepulveda Boulevard and west of Westchester Parkway;

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

WHEREAS, the subject Agreement and Grant of Utility Easement [AT&T] (the form of which is attached hereto and incorporated herein by this reference as Exhibit "1") provides for grant of an easement for the Facilities in and to that certain portion of the City Property, 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 exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map;

WHEREAS, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to enter into and grant the Agreement and Grant of Utility Easement [AT&T] to Grantee, all as set forth and in furtherance of the LAMP Project at Airport; and

WHEREAS, the Board recommends approval by the City Council of the City of Los Angeles ("City Council") to enter into and grant the Agreement and Grant of Utility Easement [AT&T] as set forth, in furtherance of the LAMP Project at Airport

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 entering into and granting the Agreement and Grant of Utility Easement [AT&T] to Grantee in exchange for 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 Airport, is in the best interests of the public.

Sec. 3. City hereby, as set forth, (A) authorizes entering into and granting the Agreement and Grant of Utility Easement [AT&T] to Grantee in exchange for Grantee's affirmative consent and agreement to recordation of the Tract Map, subject to approval by the Federal Aviation Administration (FAA) as required under LAWA's grant assurances to FAA, and (B) authorizes LAWA's Chief Executive Officer to execute and record the Agreement and Grant of Utility Easement [AT&T] 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 strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibits "A-1" and "B1" and more particularly depicted in Plat Maps attached as Exhibits "A-2" and "B2" (which exhibits are attachments to Exhibit "1" hereto) (the "Easement Area"), for the Easement Purpose, subject to Reservations and Conditions, and upon terms as set forth.

EASEMENT PURPOSE

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

RESERVATIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, 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 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 the extent any harm, injury, death, or damage is caused by active negligence or active willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for the actual legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor except to the extent caused by Grantor's active negligence or willful misconduct. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 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 enter into and grant the Agreement and Grant of Utility Easement [AT&T] to Grantee as described herein, in furtherance of the LAMP Project at Airport.

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
[AT&T]

Including Exhibits A-1 and B-1 (legal descriptions) and Exhibits A-2 and B-2 (plat maps)

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

Pacific Bell Telephone Company
R/W Office
3939 E. Coronado, 2nd Flr
Anaheim, CA 92807

DOCUMENTARY TRANSFER TAX \$ _____

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

AGREEMENT AND GRANT OF UTILITY EASEMENT [AT&T]

This AGREEMENT AND GRANT OF UTILITY EASEMENT ("Agreement") is made by 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 PACIFIC BELL TELEPHONE COMPANY, a California corporation, dba AT&T ("Grantee" or "AT&T") with reference to the following:

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located (a) on or about 96th Street between 96th Place and Vicksburg Avenue, and (b) on or about Interceptor Street east of Sepulveda Boulevard and west of Westchester Parkway;

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

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

AGREEMENT

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

1. Grant of Easement. Grantor hereby GRANTS to Grantee a non-exclusive easement in, under, on, over, along, and across that certain strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibits "A1" and "B1" and more particularly depicted in Plat Map attached hereto as Exhibits "A2" and "B2", which Exhibits are attached hereto and incorporated herein by this reference (the "Easement Area"), for the Easement Purpose as defined in Section 2 of this Agreement ("Easement"), on the terms and conditions set forth in this Agreement, and subject to the following reservations and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and an auto insurance with adequate coverage amounts and from reputable providers,

naming the Grantor and LAWA as additional insureds. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. §§ 9601 et seq., (“CERCLA” or “Superfund”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (“CWA”); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

10.2. Grantee’s Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,

and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

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

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

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

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

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

///

///

///

///

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

Pacific Bell Telephone Company
California Network Notification
1587 Franklin St, 8th Flr
Oakland, CA 94612

with a copy to:

Right of Way (AT&T)
1000 E. GREEN ST
3rd FLOOR
PASADENA, CA 91101

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

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

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

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

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

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

20. Governing Law. The respective rights and obligations of Grantor and Grantee shall

be governed by and construed and enforced in accordance with the laws of the State of California.

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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:

PACIFIC BELL TELEPHONE COMPANY,
a California corporation

By: Darin Bass

Print Name: DARIN BASS

Title: Right of Way Manager AT&T

By: Ralph Soto

Print Name: RALPH SOTO

Title: Right of Way Manager AT&T

State of California)
County of Los Angeles)

On July 20th, 2022, before me, Giovanni Robles,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



State of California)
County of Los Angeles)

On July 20th, 2022, before me, Giovanni Robles,
(insert name and title of the officer)

personally appeared Ralph Soto,
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)

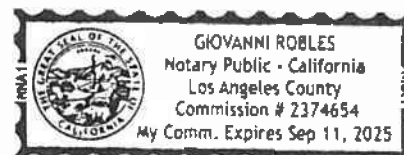


EXHIBIT A-1

LEGAL DESCRIPTION

(96TH STREET)

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH 89°49'12" WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH 0°11'01" WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE



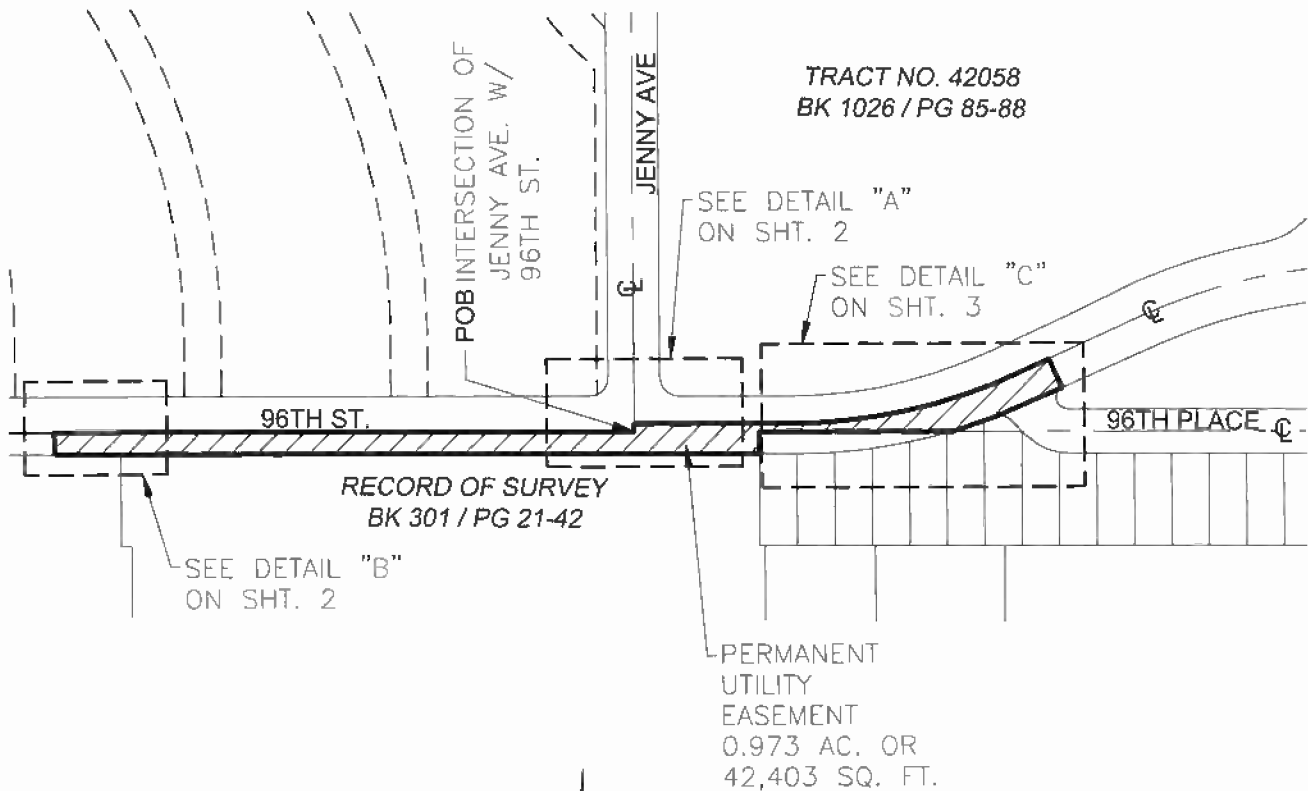
EXHIBIT A-2

PLAT MAP

(96TH STREET)

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



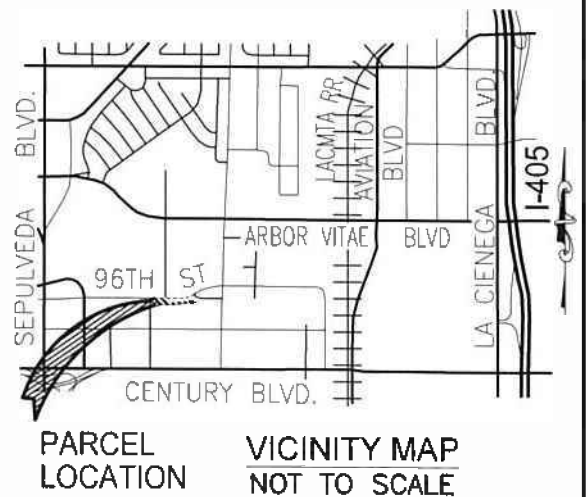
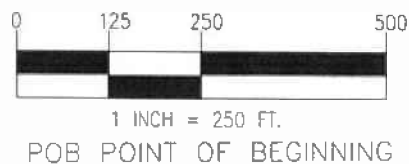
LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
	EXISTING CENTERLINE

NOTES

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

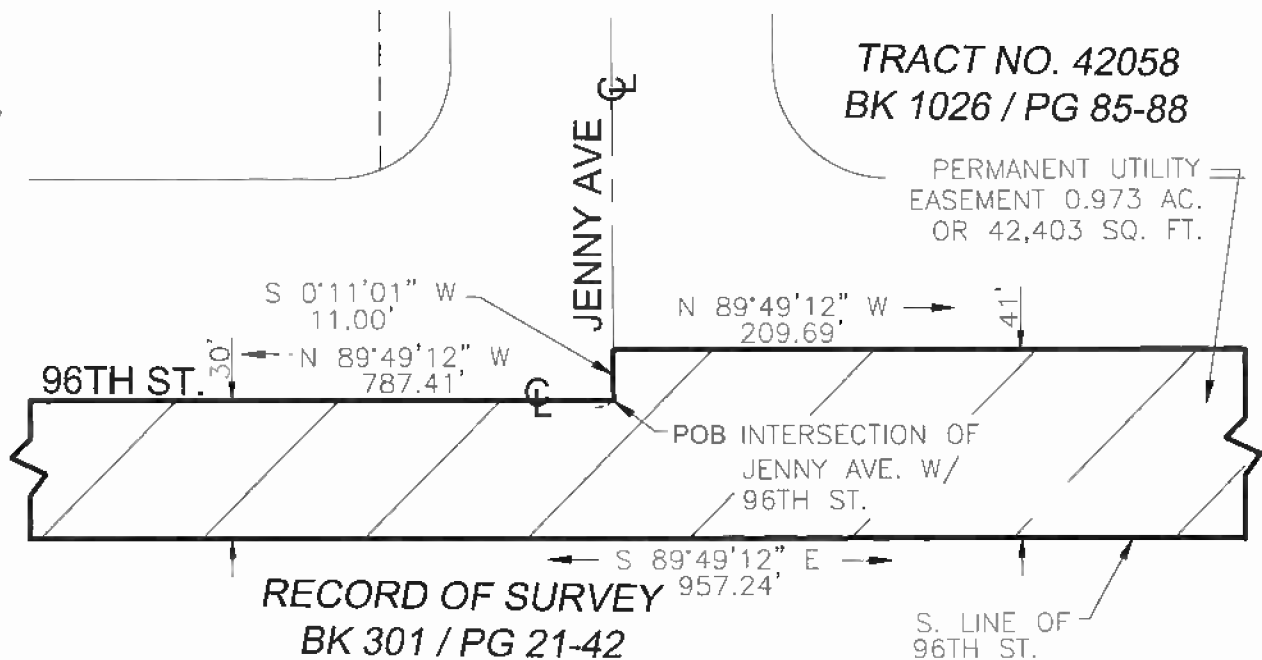
DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



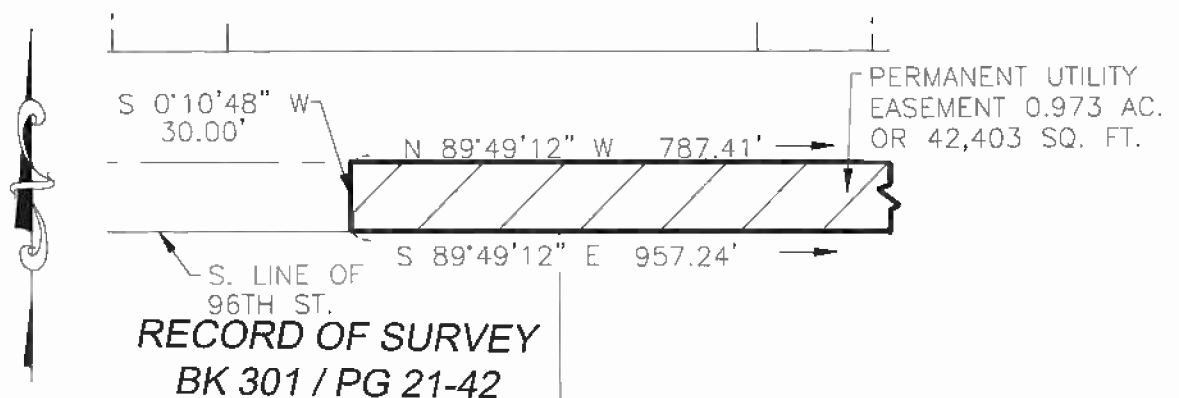
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "A"
N.T.S.



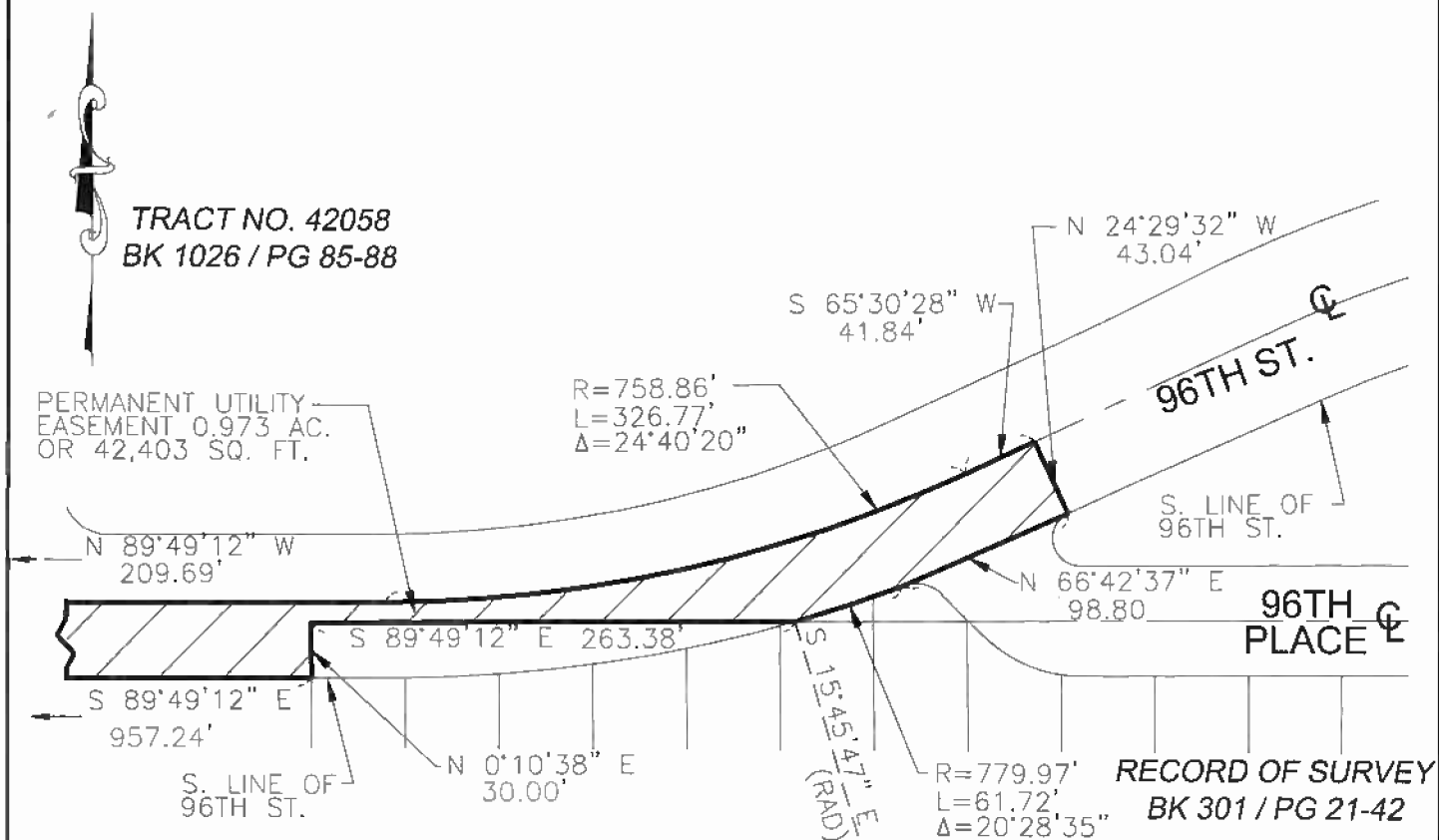
DETAIL "B"
N.T.S.



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "C"

N.T.S.


 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

EXHIBIT B-1

**LEGAL DESCRIPTION
(INTERCEPTOR STREET)**

EXHIBIT "B1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF INTERCEPTOR STREET AS SHOWN ON MAP OF TRACT NUMBER 12574, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 247 OF MAPS, PAGES 13 THROUGH 20, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING (POC) AT THE CENTERLINE INTERSECTION OF 96TH STREET AND SEPULVEDA BOULEVARD AS SHOWN ON SAID TRACT MAP;

THENCE ALONG SAID SEPULVEDA BOULEVARD CENTERLINE NORTH 00°00'58" EAST, A DISTANCE OF 400.54 FEET TO THE CENTERLINE INTERSECTION OF SEPULVEDA BOULEVARD AND INTERCEPTOR STREET AS SHOWN ON SAID TRACT MAP, SAID POINT BEING THE TRUE POINT OF BEGINNING (TPOB).

THENCE ALONG SAID INTERCEPTOR STREET CENTERLINE SOUTH 89°59'02" EAST, A DISTANCE OF 166.52 FEET;

THENCE CONTINUING ALONG SAID INTERCEPTOR STREET CENTERLINE NORTH 54°29'30" EAST TO A POINT ON THE WESTCHESTER PARKWAY CENTERLINE AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE POINT OF TERMINATION (POT).

EXCEPTING THEREFROM THE PORTION LYING WEST OF THE EASTERLY LINE OF SEPULVEDA BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY.

EXCEPTING THEREFROM THE PORTION LYING NORTHEAST OF THE SOUTHWESTERLY LINE OF WESTCHESTER PARKWAY AS SHOWN ON SAID RECORD OF SURVEY.

CONTAINING 1.562 ACRES OR 68,071 SQUARE FEET, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR THE CENTERLINE OF SEPULVEDA BOULEVARD, BEING NORTH 0°00'58" EAST, AS SHOWN ON TRACT MAP NUMBER 12574, RECORDED IN BOOK 247, PAGES 13 THROUGH 20, INCLUSIVE.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



01/06/2022

BYRON J. CAZAR, P.L.S.

DATE

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



EXHIBIT B-2

PLAT MAP

(INTERCEPTOR STREET)

EXHIBIT B2

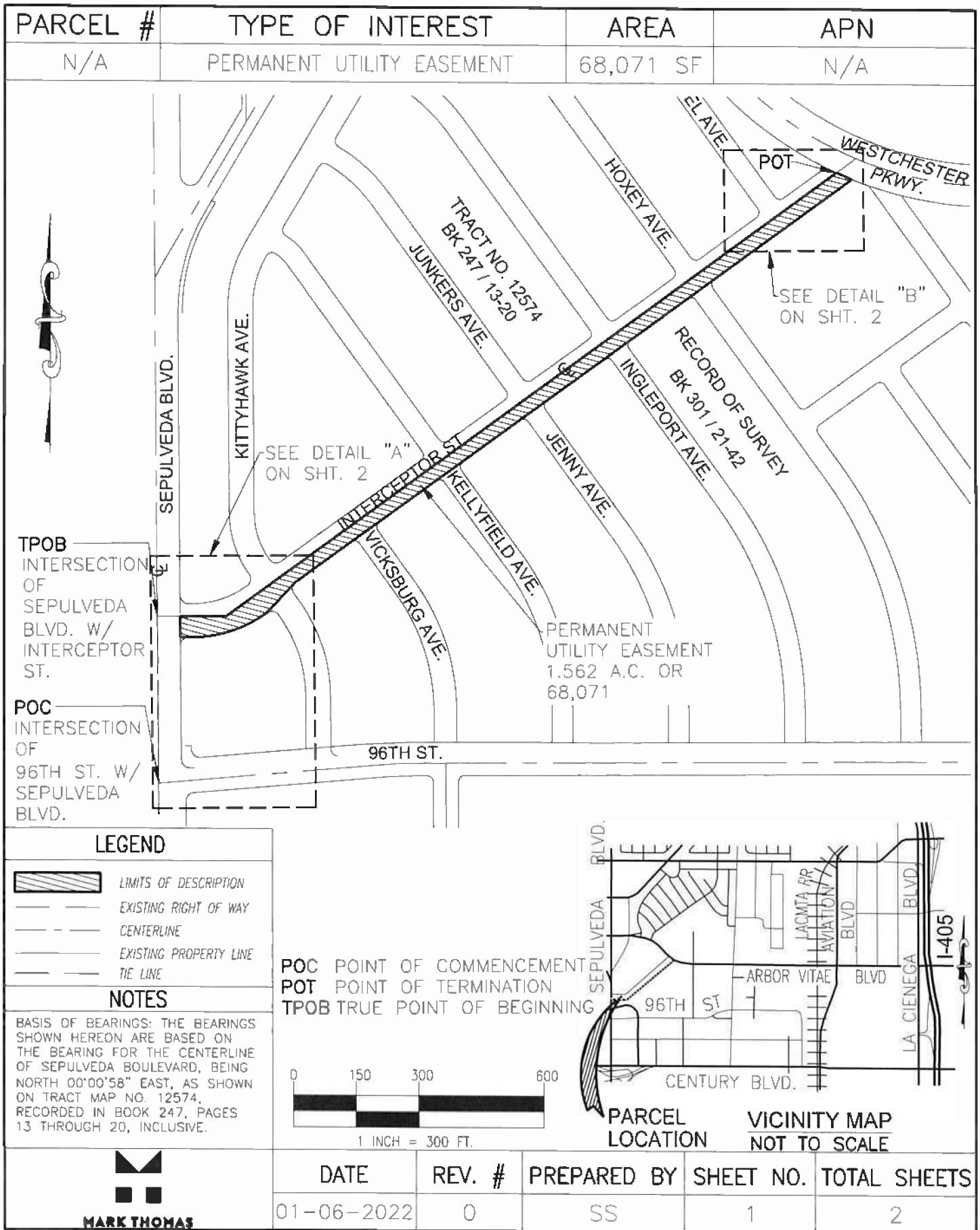
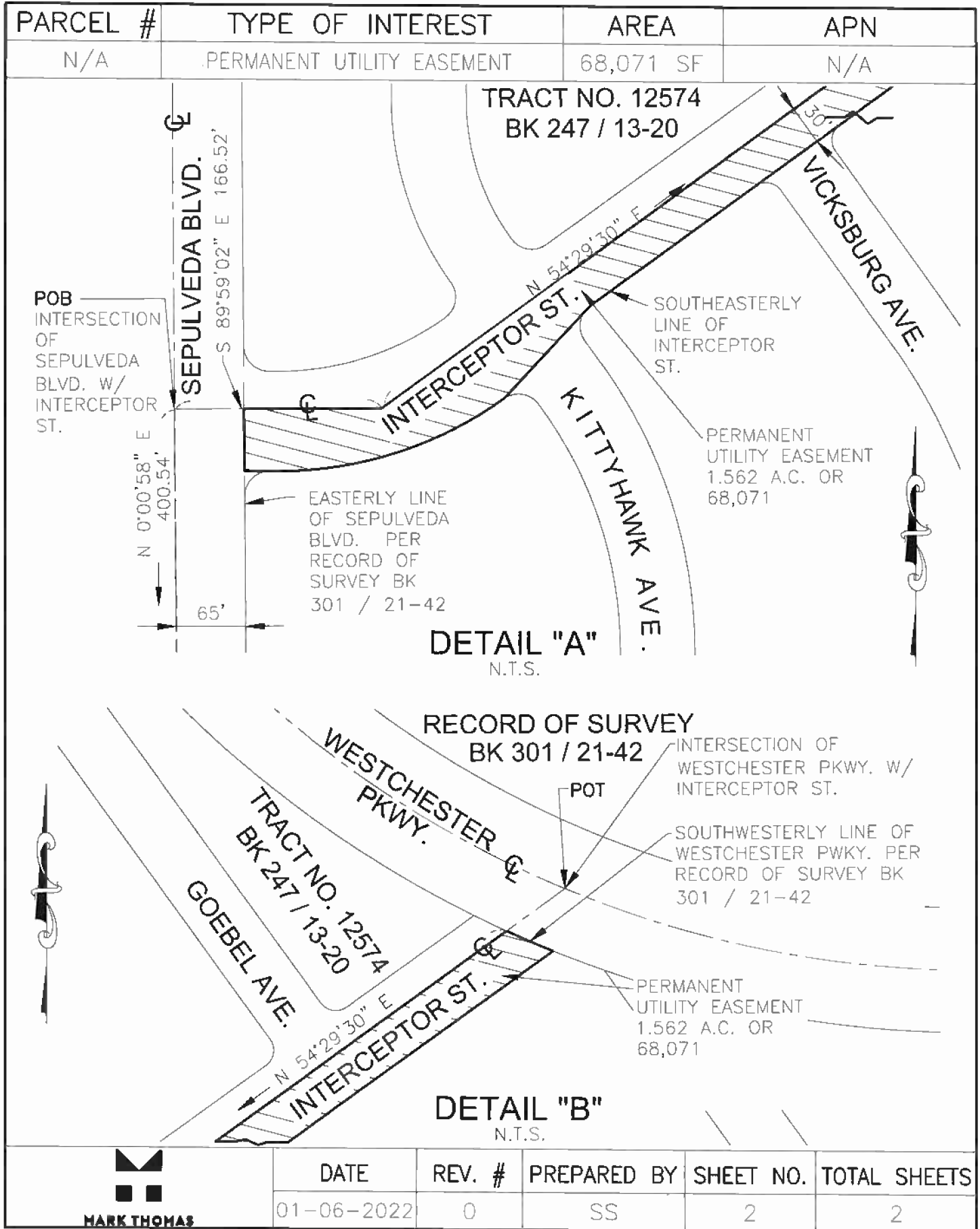


EXHIBIT B2



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 located 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 CHOUDHRY
Deputy City Attorney

Date: _____

File No. _____

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 _____

ORDINANCE NO. _____

An Ordinance approving Resolution No. _____ of the Board of Airport Commissioners ("Board") of the City of Los Angeles Department of Airports ("Los Angeles World Airports" or "LAWA") consenting to entering into and 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 [XO Communications Services LLC] to XO Communications Services LLC, a Delaware limited liability company ("Grantee").

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

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

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

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

WHEREAS, the subject Agreement and Grant of Utility Easement [XO Communications Services LLC] (the form of which is attached hereto and incorporated herein by this reference as Exhibit "1") provides for grant of an easement for the Facilities in and to that certain portion of the City Property, 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 exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map;

WHEREAS, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to enter into and grant the Agreement and Grant of Utility Easement [XO Communications Services LLC] to Grantee, all as set forth and in furtherance of the LAMP Project at Airport; and

WHEREAS, the Board recommends approval by the City Council of the City of Los Angeles (“City Council”) to enter into and grant the Agreement and Grant of Utility Easement [XO Communications Services LLC] as set forth, in furtherance of the LAMP Project at Airport

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 entering into and granting the Agreement and Grant of Utility Easement [XO Communications Services LLC] to Grantee in exchange for 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 Airport, is in the best interests of the public.

Sec. 3. City hereby, as set forth, (A) authorizes entering into and granting the Agreement and Grant of Utility Easement [XO Communications Services LLC] to Grantee in exchange for Grantee’s affirmative consent and agreement to recordation of the Tract Map, subject to approval by the Federal Aviation Administration (FAA) as required under LAWA’s grant assurances to FAA, and (B) authorizes LAWA’s Chief Executive Officer to execute and record the Agreement and Grant of Utility Easement [XO Communications Services LLC] 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 strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibit “A-1” and more particularly depicted in Plat Map attached as Exhibit “A-2” (both exhibits being attachments to Exhibit “1” hereto) (the “Easement Area”), for the Easement Purpose, subject to Reservations and Conditions, and upon terms as set forth.

EASEMENT PURPOSE

The “Easement Purpose” collectively means the use of the Easement Area as is necessary, desirable, or advisable for Grantee: (a) to use, maintain, alter, repair, replace, inspect, and/or remove the Facilities, provided that replacement facilities shall not exceed in use, form, nature, measurements, and capacity of the existing Facilities, and (b) for vehicular and pedestrian ingress and egress by Grantee and its authorized employees, contractors, licensees, and agents, with vehicular access limited to

roadways, driveways, and parking areas within the Easement Area; and for no other purpose.

RESERVATIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and commercial automobile liability insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, or be adequately self-insured.

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 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 the sole negligence or active willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any Claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 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 enter into and grant the Agreement and Grant of Utility Easement [XO Communications Services LLC] to Grantee as described herein, in furtherance of the LAMP Project at Airport.

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
[XO Communications Services LLC]**

Including Exhibit A-1 (legal description) and Exhibit A-2 (plat map)

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

XO Communications Services, LLC
Attn: Manager - Right of Way
600 Hidden Ridge Drive
Irving, TX 75038

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

DOCUMENTARY TRANSFER TAX \$ _____

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

**AGREEMENT AND GRANT OF UTILITY EASEMENT
[XO Communications Services LLC]**

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and commercial automobile liability insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports ("LAWA") as additional insureds, or be adequately self-insured.

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

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

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

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

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

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

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

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

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

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


Grantee Initials

9. Insurance. In addition to such obligations set forth in Section 8 above, Grantee shall obtain and at all times keep in full force and effect, at its own expense, a commercial general liability and commercial automobile liability insurance with adequate coverage amounts and from reputable providers, including the Grantor and LAWA as additional insureds as their interest may

appear under this Agreement. In lieu of such insurance policies, Grantee shall have the right to adequately self-insure, and such self-insurance shall be deemed to have satisfied the obligations under this Section 9.

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 U.S.C. §§ 9601 et seq., (“CERCLA” or “Superfund”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. (“RCRA”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (“CWA”); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. (“TSCA”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

10.2. Grantee’s Provision to Grantor of Environmental Documents. Grantee shall promptly supply Grantor with complete and legible copies of all notices, reports, correspondence,

and other documents sent by Grantee to or received by Grantee from any governmental entity regarding any Clean-up activity. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Substance spill, leak, or discharge, or to any investigations into or clean-up of any actual or threatened Hazardous Substance spill, leak, or discharge including all test results.

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

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

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

12. Remedy. If Grantee fails to perform any of its obligations hereunder and if such failure is not cured within twenty-one (21) days following a written notice from Grantor, Grantee failing to perform its obligations shall be in default under the terms hereof, and Grantor shall have all rights and remedies available at law and in equity to redress such default.

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

///

///

///

///

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

XO Communications Services, LLC
Attn: Manager - Right of Way
600 Hidden Ridge Drive
Irving, TX 75038
VzB-ROWContractNotices@verizon.com

with a copy to:

Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW; 5th Floor
Washington, DC 20005

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

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

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

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

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

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

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

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

Executed this _____ 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:

XO COMMUNICATIONS SERVICES LLC,
a Delaware limited liability company

By: _____

Dina Dye, Senior Manager
Network Reg./Real Estate

Date: _____

6/15/2022

State of Texas)

County of Dallas)

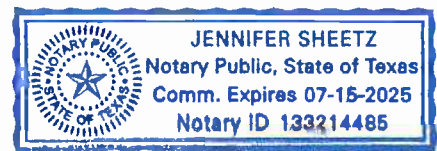
On July 15, 2022, before me, **Dina Dye, Senior Manager of Network Regulatory and Real Estate** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Jennifer Sheetz



(Seal)

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

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

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

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

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

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

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

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

PREPARED UNDER MY SUPERVISION:

Byron J. Cazar

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

01/12/2022
DATE



EXHIBIT A2

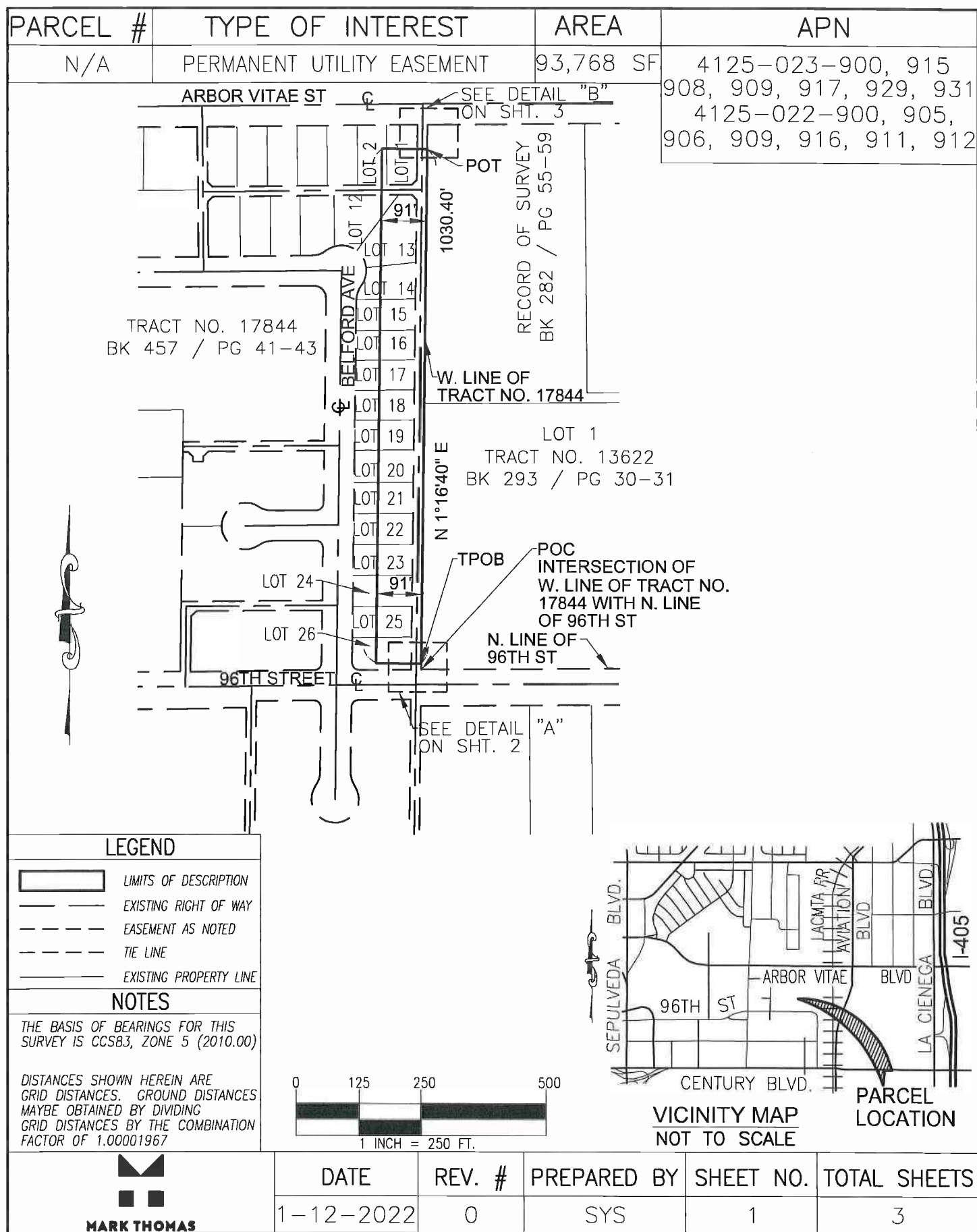


EXHIBIT A2

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

MATCHLINE —
SEE SHT. 3

91'

LOT 25
MB 457 / PGS 41-43

TRACT NO. 17844
BK 457 / PG 41-43

10' 10'

ALLEY

1030.40'

N 1°16'40" E

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

TPOB

N 1°16'40" E
11.85'

N. LINE OF
96TH ST

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

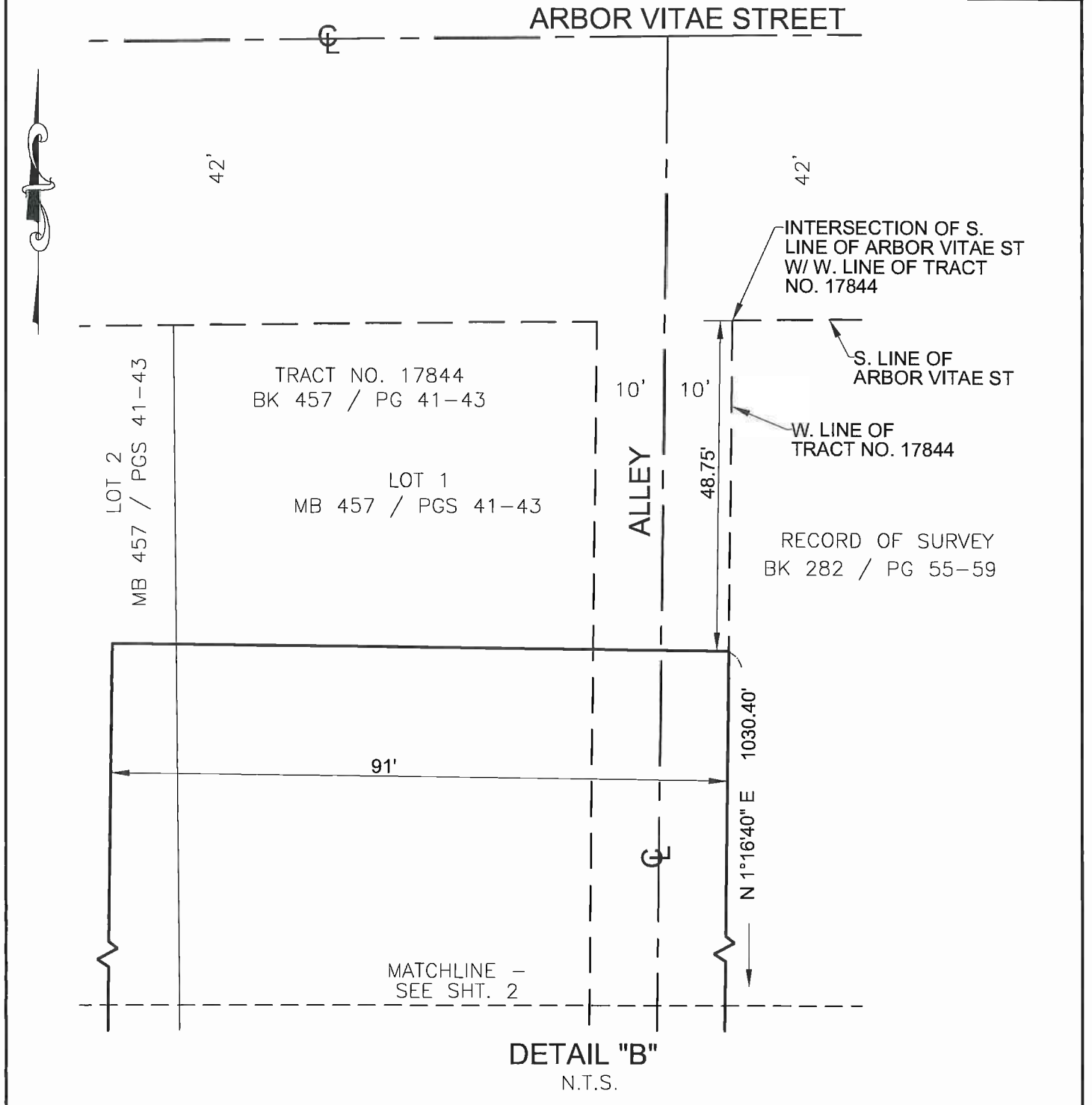
30'


96TH STREET

DETAIL "A"
N.T.S.

EXHIBIT A2

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



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

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 located 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 CHOUDHRY
Deputy City Attorney

Date: _____

File No. _____

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 _____

ORDINANCE NO. _____

An Ordinance approving Resolution No. _____ of the Board of Airport Commissioners ("Board") of the City of Los Angeles Department of Airports ("Los Angeles World Airports" or "LAWA") consenting to entering into and 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 [Crown Castle Fiber LLC] to Crown Castle Fiber LLC, a New York limited liability company ("Grantee").

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located on or about 96th Street between 96th Place and Vicksburg Avenue;

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

WHEREAS, the subject Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] (the form of which is attached hereto and incorporated herein by this reference as Exhibit "1") provides for grant of an easement for the Facilities in and to that certain portion of the City Property, 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 exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map;

WHEREAS, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to enter into and grant the Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] to Grantee, all as set forth and in furtherance of the LAMP Project at Airport; and

WHEREAS, the Board recommends approval by the City Council of the City of Los Angeles ("City Council") to enter into and grant the Agreement and Grant of Utility

Easement [Crown Castle Fiber LLC] as set forth, in furtherance of the LAMP Project at Airport.

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 entering into and granting the Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] to Grantee in exchange for 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 Airport, is in the best interests of the public.

Sec. 3. City hereby, as set forth, (A) authorizes entering into and granting the Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] to Grantee in exchange for Grantee's affirmative consent and agreement to recordation of the Tract Map, subject to approval by the Federal Aviation Administration (FAA) as required under LAWA's grant assurances to FAA, and (B) authorizes LAWA's Chief Executive Officer to execute and record the Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] 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 strip of land located in the City of Los Angeles, County of Los Angeles, California, more particularly described in Exhibit "A-1" and more particularly depicted in Plat Map attached as Exhibit "A-2" (both exhibits being attachments to Exhibit "1" hereto) (the "Easement Area"), for the Easement Purpose, subject to Reservations and Conditions, and upon terms as set forth.

EASEMENT PURPOSE

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

RESERVATIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

(k) Grantee shall comply with the Airport rules and regulations, and with all laws and regulations (including but not limited to the City and Federal Aviation

Administration ["FAA"] regulations) as may be applicable.

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

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 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 the sole negligence or willful misconduct of Grantor. Grantee shall defend Grantor against any covered Claims at Grantee's expense with counsel reasonably acceptable to Grantor. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the Easement Area arising from any cause, and Grantee hereby waives all Claims in respect thereof against Grantor. As used in this paragraph, the term "Grantee" shall include Grantee and its boards, officers, agents, servants, employees, assigns, and successors in interest, and the term "Grantor" shall include Grantor, its boards, officers, agents, servants, employees, assigns and successors in interest. Should this Agreement be terminated by reason of Grantee's abandonment of the Easement or otherwise, the provisions of this Section 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 enter into and grant the Agreement and Grant of Utility Easement [Crown Castle Fiber LLC] to Grantee as described herein, in furtherance of the LAMP Project at Airport.

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
[Crown Castle Fiber LLC]

Including Exhibit A-1 (legal description) and Exhibit A-2 (plat map)

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

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

DOCUMENTARY TRANSFER TAX \$ _____

_____ Computed on full value of property conveyed

_____ Computed on full value less liens and
encumbrances remaining at time of sale

**AGREEMENT AND GRANT OF UTILITY EASEMENT
[Crown Castle Fiber LLC]**

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

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property consisting of several parcels generally located south of Westchester Parkway, north of 96th Street, west of Airport Boulevard, and east of Sepulveda Boulevard in the City of Los Angeles, County of Los Angeles, State of California and recorded in said county (the "City Property");

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

WHEREAS, the Facilities are located on or about 96th Street between 96th Place and Vicksburg Avenue;

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

WHEREAS, for the public purpose served by the LAMP Project and in support of aviation at the Airport, this Agreement provides for grant of an easement for the Facilities in and to that certain portion of the City Property, and good and valuable consideration for granting such

easement exists including, but not limited to, Grantee's affirmative consent and agreement to recordation of the Tract Map.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers and name the Grantor and Los Angeles World Airports (“LAWA”) as additional insureds, or be adequately self-insured.

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

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

4. Liens Prohibited. Grantee shall not cause the Easement Area or the City Property to be encumbered by liens, including mechanic’s liens, as a result of its use, maintenance, or operation of the Facilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic’s liens or encumbrances on the Easement Area or any City Property arising out of activities conducted on Grantee’s behalf. In the event that Grantee does not, within thirty (30) calendar days following receipt of notice of such lien, cause such lien to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to cause, upon ten (10) business days prior written notice to Grantee, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys’ fees, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor. Nothing herein shall prejudice Grantee’s right to contest the validity of any such lien in good faith by appropriate means.

5. Compliance with Laws. Grantee shall ensure that the Facilities, its use and access of the Easement Area, and any activities under this Agreement fully comply with any statute, law,

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

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

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

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

users of the Easement Area, or (c) use the Easement Area in any way which constitutes a nuisance or waste.

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

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

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


Grantee Initials

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

10. Environmental Matters.

10.1. Grantee's Clean-up Obligations.

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

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

As used herein, "Environmental Laws" shall mean laws, ordinances, statutes, rules, regulations, requirements of local, state and federal entities, (whether now existing or hereinafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, spill prevention, contamination, Clean-up or reporting, and any applicable judicial or administrative requirements thereof including any order or judgments, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., ("CERCLA" or "Superfund"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq. ("CWA"); the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx.

§§ 1801 et seq. (“HMTA”); the California Environmental Quality Act (“CEQA”), or any other applicable federal or state statute or municipal ordinance regulating the generation, storage, use, containment, disposal or Clean-up of any Hazardous Substance (as hereinafter defined) or providing for the protection, preservation or enhancement of the natural environment; any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of Hazardous Substances, storm water drainage and underground and above ground storage tanks, and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations, and RWQCB, DTSC or fire department directives and orders.

“Hazardous Substance(s)” shall mean:

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

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

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

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

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

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

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

discharge including all test results.

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

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

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

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

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

If to Grantor:

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

with a copy to:

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

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

If to Grantee:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

with a copy to:

Crown Castle Fiber LLC
Attn: Legal – Infrastructure
1500 Corporate Drive
Canonsburg, Pennsylvania 15317

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

Executed this _____ 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.

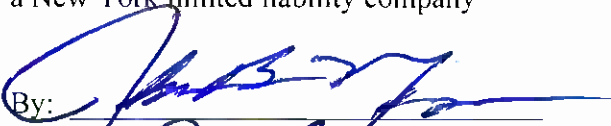
WITNESS my hand and official seal.

Signature _____

(Seal)

GRANTEE:

CROWN CASTLE FIBER LLC,
a New York limited liability company

By: 

Print Name: John B. Mengel

Title: Associate General Counsel

Commonwealth Pennsylvania

~~State~~ of California)
County of Washington)

On July 21, 2022, before me, Corenda Y. Hamilton,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Corenda Y. Hamilton

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Corenda Y. Hamilton, Notary Public
Washington County
My commission expires September 13, 2022
Commission number 1338614
Member, Pennsylvania Association of Notaries

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT "A1"
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

THAT PORTION OF 96TH STREET AS SHOWN ON TRACT NUMBER 42058, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1026 OF MAPS, PAGES 85 THROUGH 88, INCLUSIVE, ALSO SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 301 OF RECORDS OR SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE CENTERLINE INTERSECTION OF JENNY AVENUE AND 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 787.41 FEET;

THENCE DEPARTING SAID 96TH STREET CENTERLINE SOUTH $0^{\circ}10'48''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 957.24 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $0^{\circ}10'48''$ EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH $89^{\circ}49'12''$ EAST, A DISTANCE OF 263.38 FEET TO SAID SOUTHERLY LINE OF 96TH STREET, SAID POINT IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 779.97 FEET, A RADIAL THROUGH SAID POINT BEARS SOUTH $15^{\circ}45'47''$ EAST;

THENCE EASTERLY AND NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.72 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}28'35''$;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $66^{\circ}42'37''$ EAST, A DISTANCE OF 98.80 FEET TO THE SOUTHERLY LINE OF SAID 96TH STREET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH $24^{\circ}29'32''$ WEST, A DISTANCE OF 43.04 FEET TO SAID 96TH STREET CENTERLINE;

THENCE ALONG SAID 96TH STREET CENTERLINE SOUTH $65^{\circ}30'28''$ WEST, A DISTANCE OF 41.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.86 FEET;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE, SOUTHWESTERLY AND WESTERLY ALONG SAID TANGENT CURVE, AN ARC DISTANCE OF 326.77 FEET THROUGH A CENTRAL ANGLE OF $24^{\circ}40'20''$;

THENCE CONTINUING ALONG SAID 96TH STREET CENTERLINE NORTH $89^{\circ}49'12''$ WEST, A DISTANCE OF 209.69 FEET TO A POINT ON THE CENTERLINE OF JENNY AVENUE AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH $0^{\circ}11'01''$ WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 0.973 ACRES OR 42,403 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



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

01/20/2022
DATE

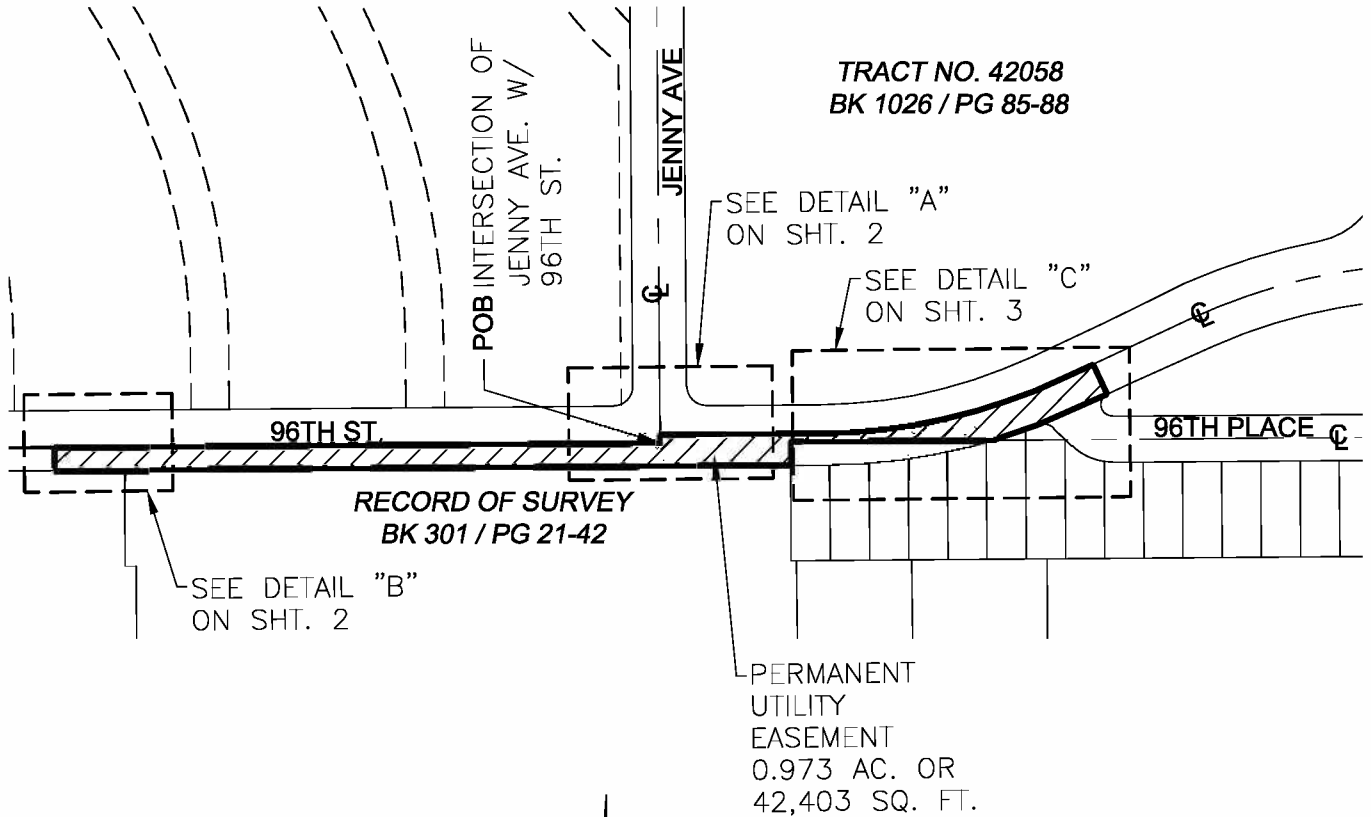


EXHIBIT A-2

PLAT MAP

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE UTILITY EASEMENT	42,403 SF	N/A



LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE
- EXISTING CENTERLINE

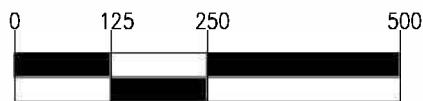
NOTES

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

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

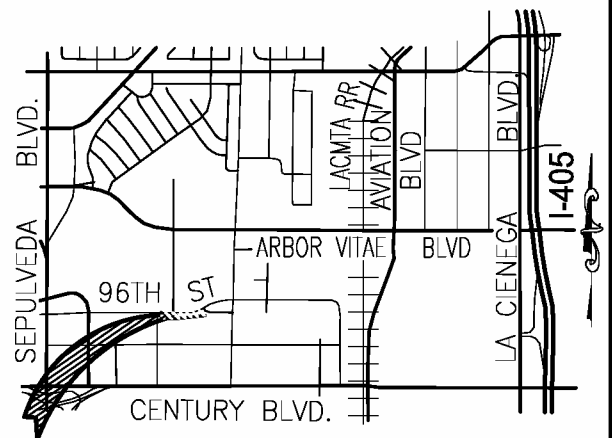


MARK THOMAS



1 INCH = 250 FT.

POB POINT OF BEGINNING



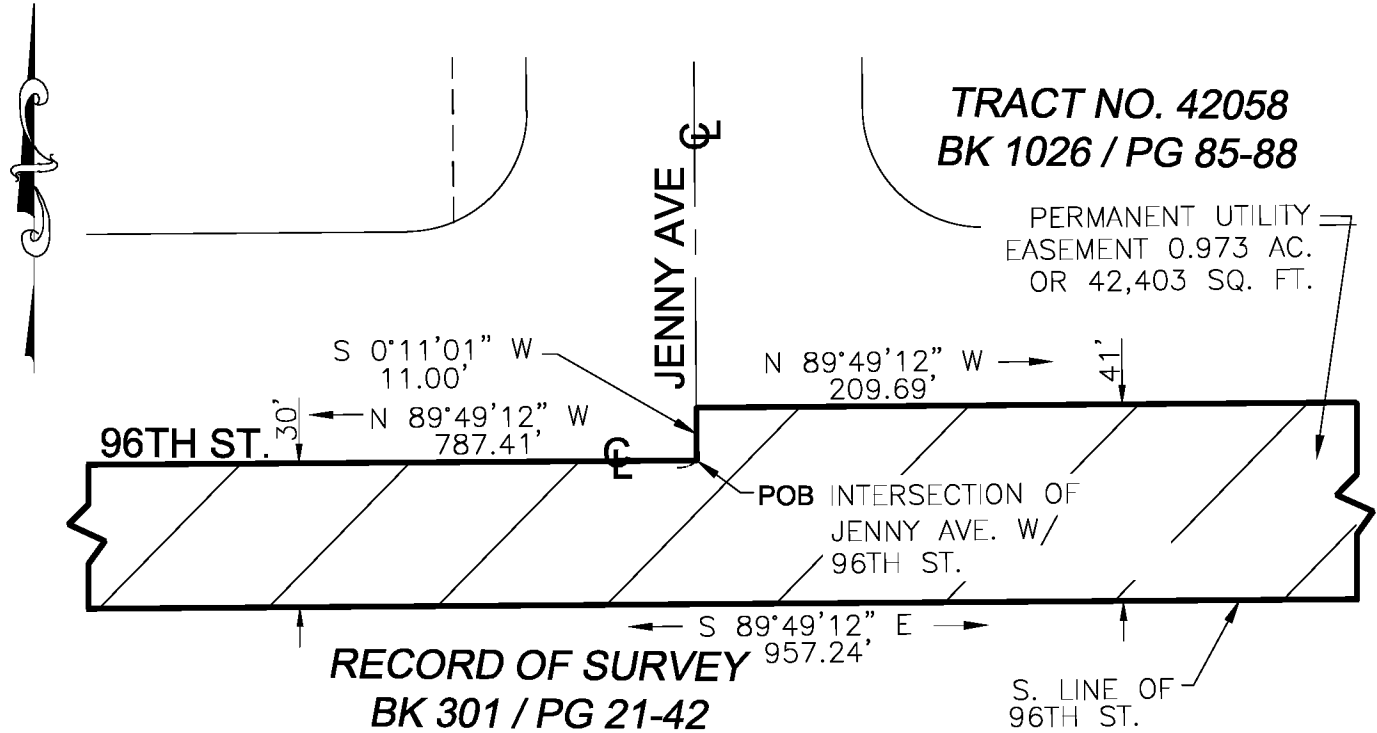
PARCEL LOCATION

VICINITY MAP
NOT TO SCALE

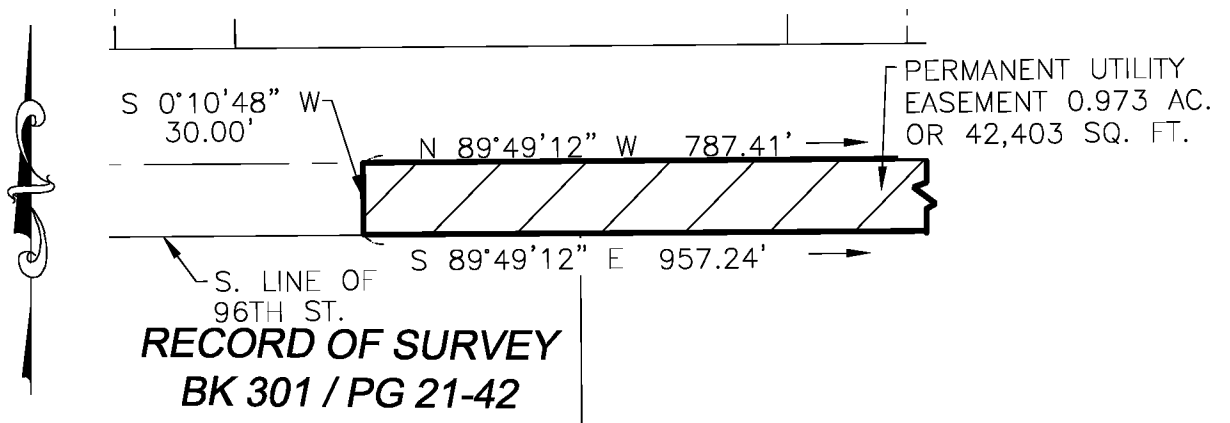
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	1	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



DETAIL "A"
N.T.S.



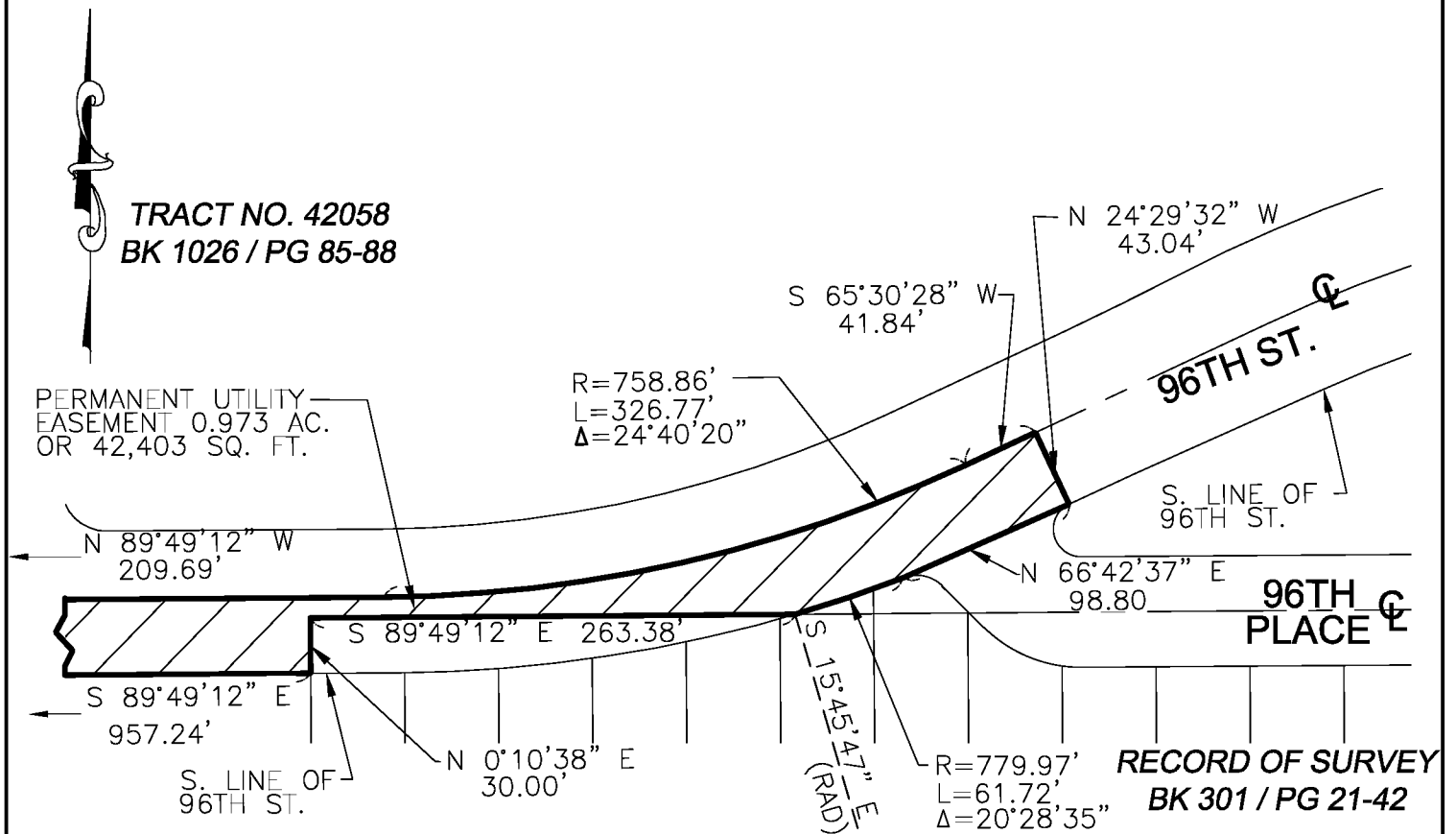
DETAIL "B"
N.T.S.




DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-20-2022	2	SS	2	3

EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	42,403 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	3	3

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 located 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 CHOUDHRY
Deputy City Attorney

Date: _____

File No. _____

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 _____