

ORDINANCE NO. _____

An ordinance authorizing the grant of a non-exclusive utility easement to Pacific Bell Telephone Company, a California corporation, dba AT&T.

WHEREAS, 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. The 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:

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If to Grantor:

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

with a copy to:

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

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

If to Grantee:

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

with a copy to:

Right of Way (AT&T)
600 E. GREEN ST.
3-J 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: 

Print Name: DARIN BASS

Title: RIGHT OF WAY MANAGER AT&T

By: 

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)

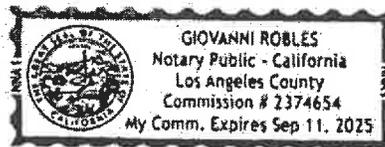
personally appeared Darin Bass
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

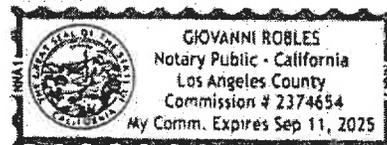


EXHIBIT A-1

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;

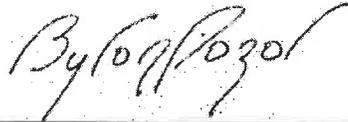
THENCE ALONG SAID CENTERLINE OF JENNY AVENUE SOUTH 0°11'01" WEST, A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING (POB)**.

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.



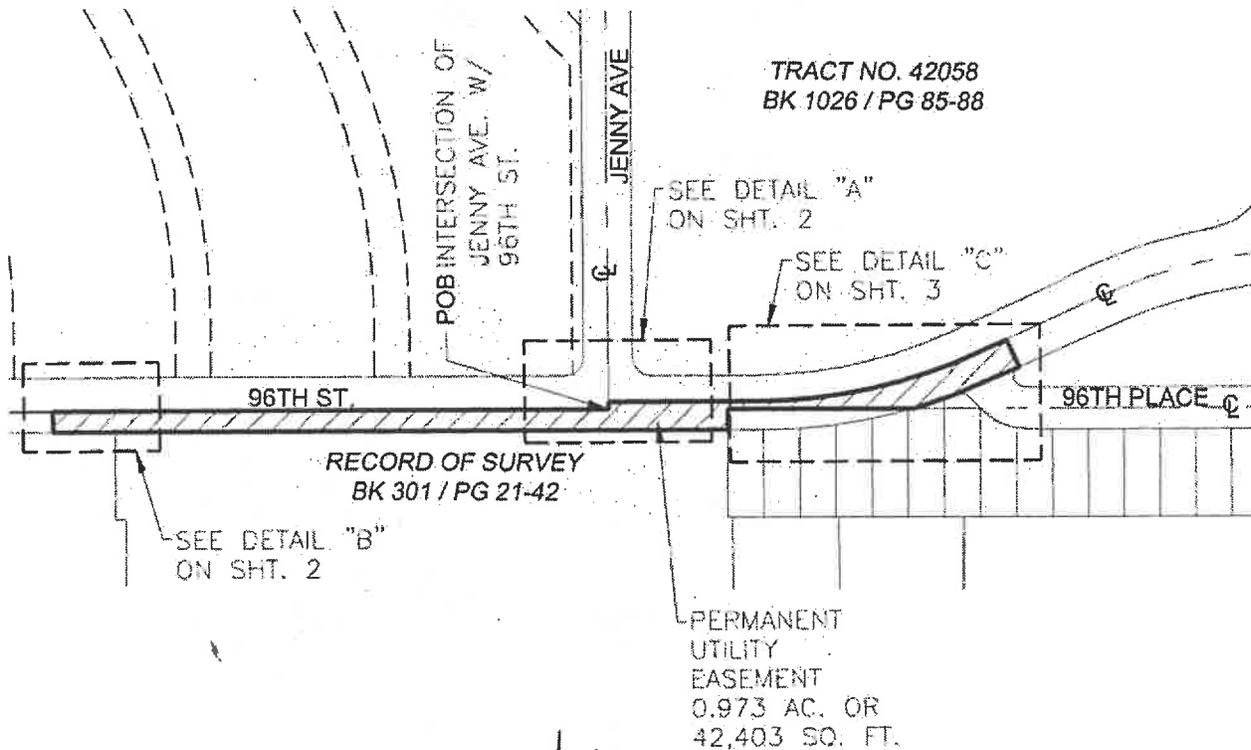
EXHIBIT A-2

PLAT MAP

(96TH STREET)

EXHIBIT A2

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



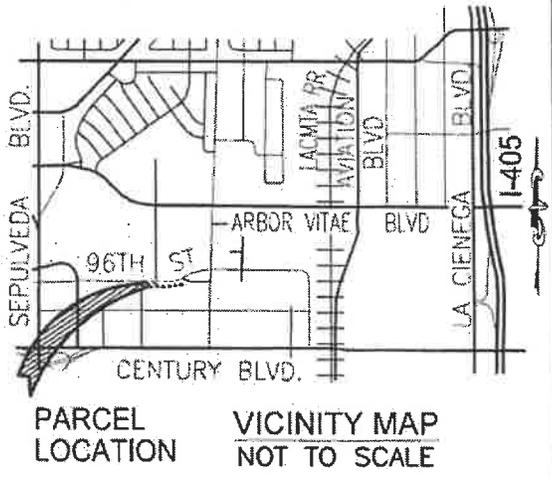
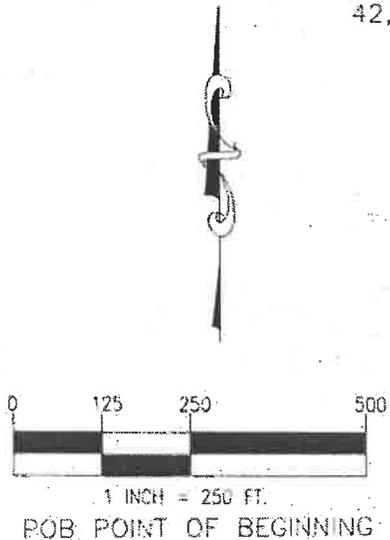
LEGEND

- 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)

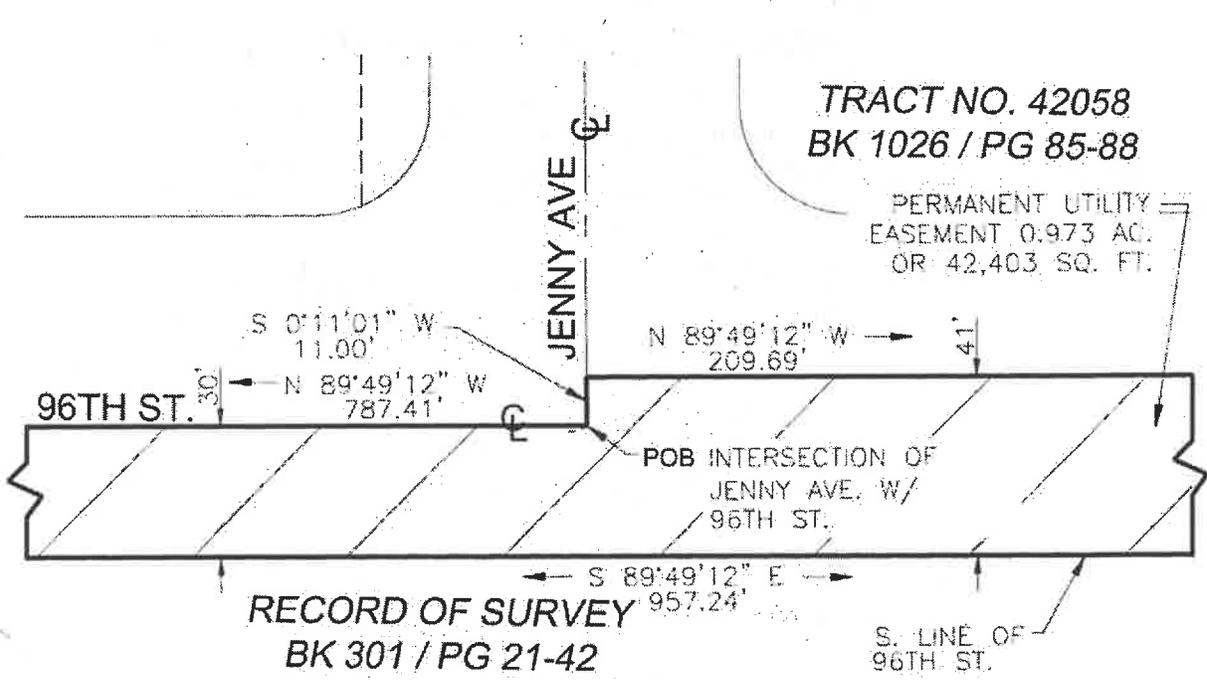
DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAYBE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00001967



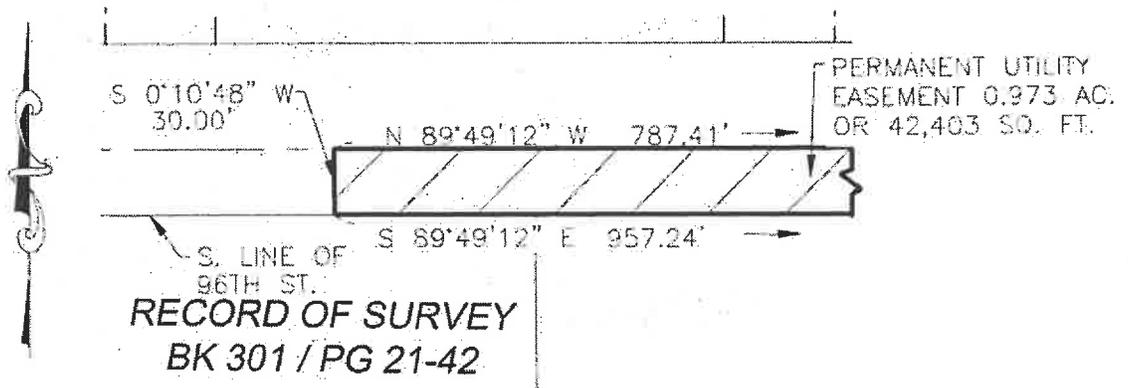
<p>MARK THOMAS</p>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-20-2022	2	SS	1	3

EXHIBIT A2

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



DETAIL "A"
N.T.S.



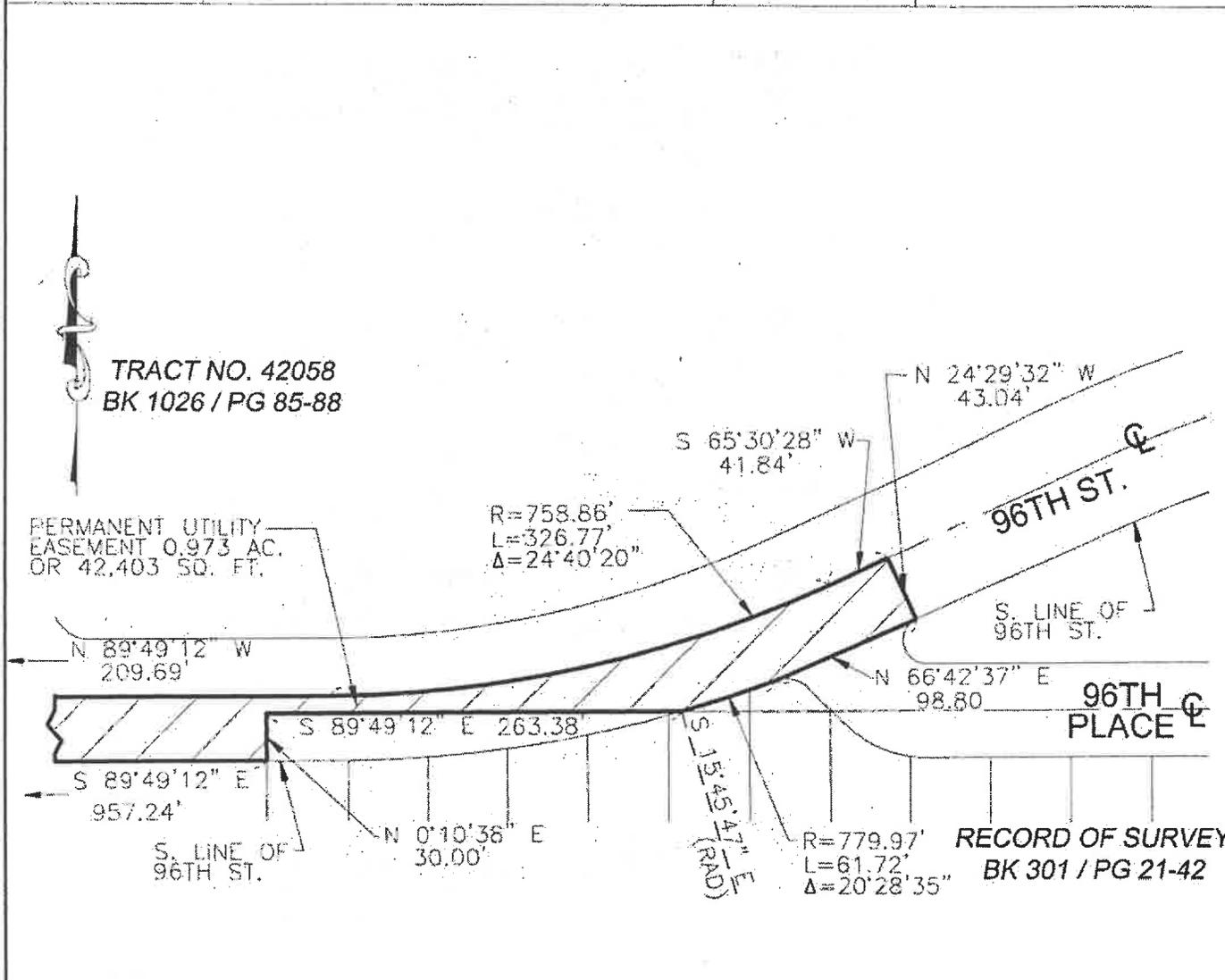
DETAIL "B"
N.T.S.



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.

<p style="font-weight: bold; margin-top: 5px;">MARK THOMAS</p>	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:

Byron J. Cazar

01/06/2022

BYRON J. CAZAR, P.L.S.

DATE

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



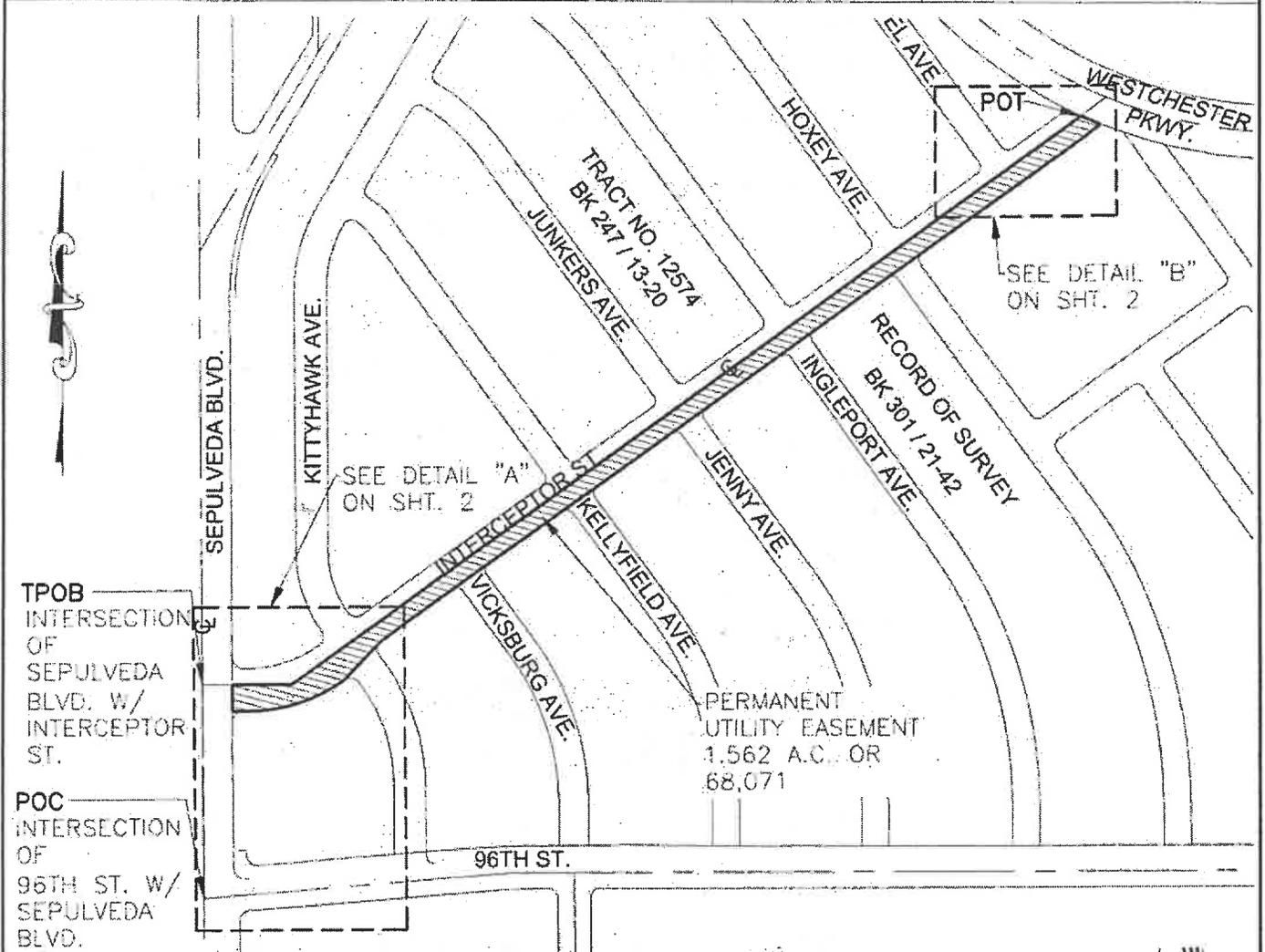
EXHIBIT B-2

PLAT MAP

(INTERCEPTOR STREET)

EXHIBIT B2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	68,071 SF	N/A



TPOB
INTERSECTION
OF
SEPULVEDA
BLVD. W/
INTERCEPTOR
ST.

POC
INTERSECTION
OF
96TH ST. W/
SEPULVEDA
BLVD.

PERMANENT
UTILITY EASEMENT
1.562 A.C. OR
68,071

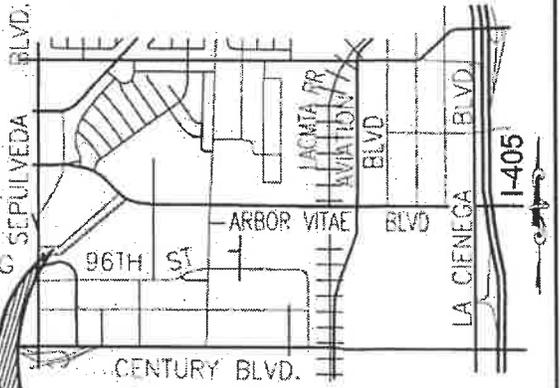
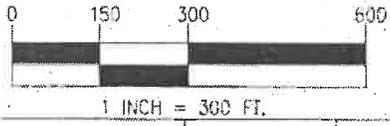
LEGEND

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- CENTERLINE
- EXISTING PROPERTY LINE
- TIE LINE

NOTES

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR THE CENTERLINE OF SEPULVEDA BOULEVARD, BEING NORTH 00°00'58" EAST, AS SHOWN ON TRACT MAP NO. 12574, RECORDED IN BOOK 247, PAGES 13 THROUGH 20, INCLUSIVE.

POC POINT OF COMMENCEMENT
POT POINT OF TERMINATION
TPOB TRUE POINT OF BEGINNING



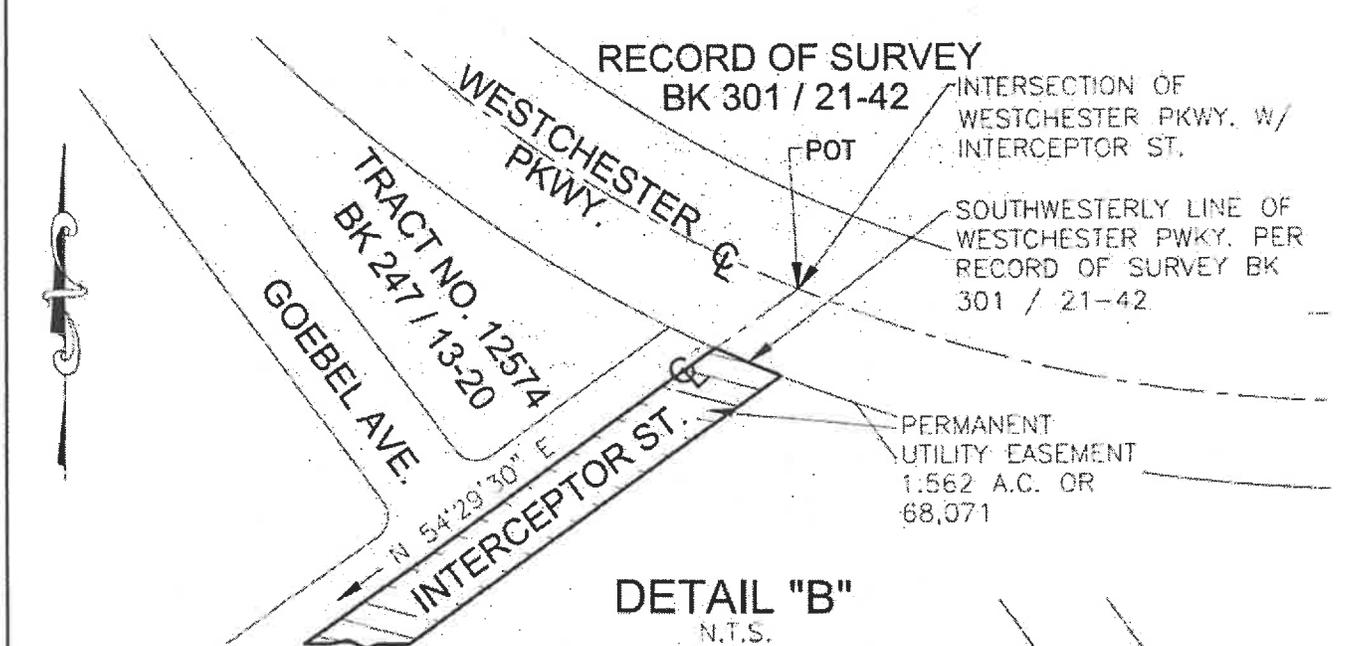
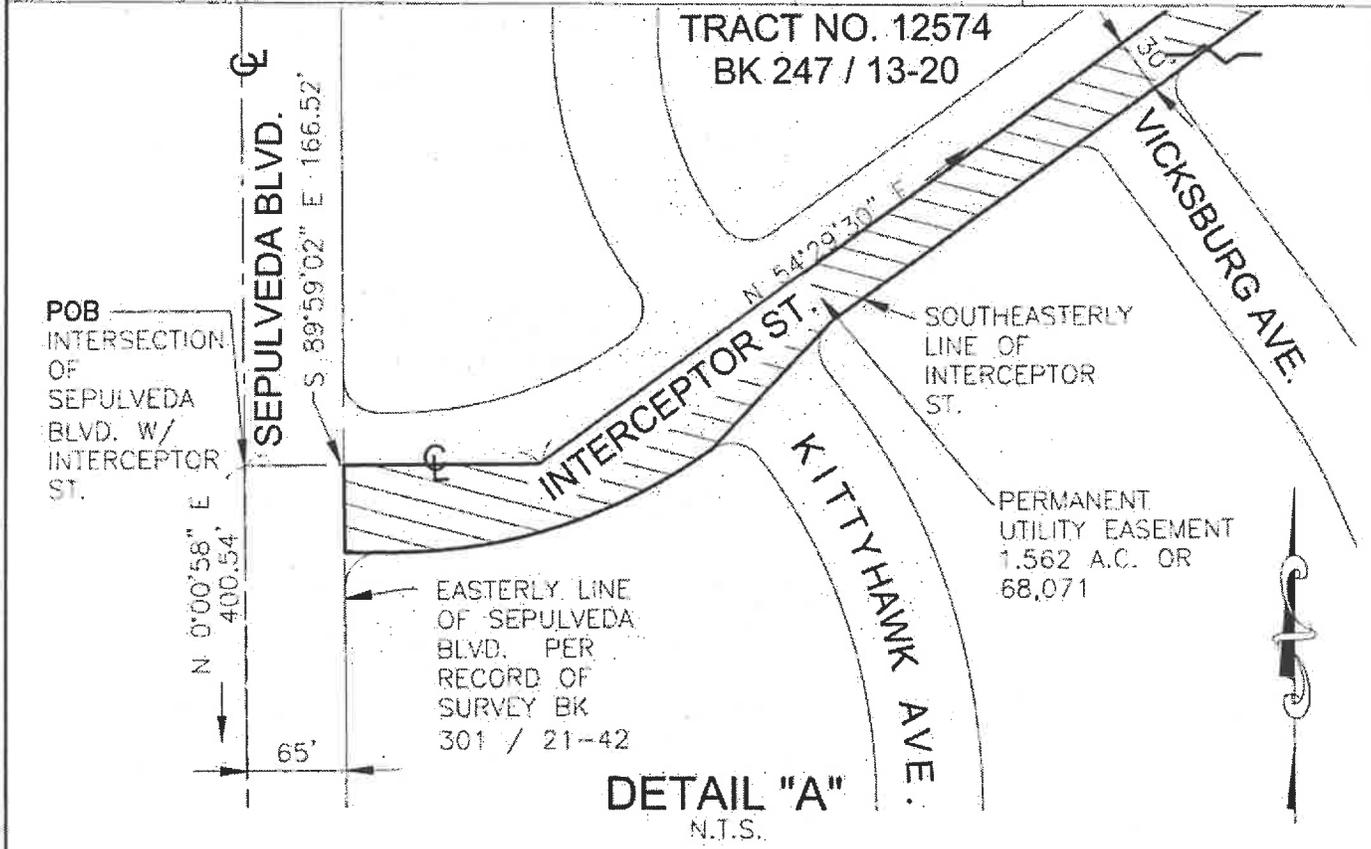
PARCEL LOCATION **VICINITY MAP NOT TO SCALE**



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
01-06-2022	0	SS	1	2

EXHIBIT B2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PERMANENT UTILITY EASEMENT	68,071 SF	N/A



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	01-06-2022	0	SS	2	2

Sec. 6. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By  _____
NARGIS CHOUDHRY
Deputy City Attorney

Date 10/4/22

File No. _____

M:\Proprietary_OCC\Airport\NARGIS CHOUDHRY\Draft Ordinance Re Grant of Utility Easement [AT&T].docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____