

ORDINANCE NO. _____

An ordinance the grant of a non-exclusive utility easement to Teleport Communications America, LLC, a Delaware limited liability company.

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 [Teleport Communications America, LLC] to Teleport Communications America, LLC, a Delaware limited liability company ("Grantee");

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

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain telecommunication facilities generally consisting of seventeen (17) utility poles and associated power lines, equipment, and appurtenances (collectively, the "SCE Utility Poles"), which are owned and operated by Southern California Edison Company, a California corporation ("SCE") and such SCE Utility Poles are in conflict with the construction of the LAMP Project;

WHEREAS, certain communications, data, high-speed internet, video and information systems, and related infrastructure owned by and belonging to TCA ("Existing TCA Facilities") are currently located on, over, above, along, and across three (3) of the seventeen (17) SCE Utility Poles, identified as 2115988E, 456606E, and 456611E (collectively, "Subject SCE Poles"), and such Existing TCA Facilities are likewise in conflict with the construction of the LAMP Project and must be relocated;

WHEREAS, Grantor and SCE determined to relocate the SCE Utility Poles (including the Subject SCE Poles) and following their relocation, the Subject SCE Poles will be identified as TSP 4960368E (formerly, 2115988E), TSP 4960367E (formerly, 456606E), and TSP 4960366E (formerly 456611E);

WHEREAS, Grantor and TCA determined that following the relocation of the SCE Utility Poles (including the Subject SCE Poles), certain TCA Facilities may be removed, relocated, reinstalled, or replaced with certain new facilities consisting of cables, wires, waveguides, conduits, and related infrastructure and appurtenances ("New TCA Facilities") running, traversing, and extending on, over, above, along, and across only two (2) of the Subject SCE Poles, namely TSP 4960368E and TSP 4960367E (collectively, "Subject Utility Poles");

WHEREAS, Grantor and Grantee have determined the need to provide Grantee with rights related to the New TCA Facilities and entered into that certain Non-Exclusive Right of Entry and License Agreement dated June 22, 2022 ("REA"), which contemplates that, among other things, Grantor shall grant to Grantee an easement to install, operate, and maintain the New TCA Facilities running, traversing, and extending on, over, above, along, and across the Subject Utility Poles in the Easement Area (defined below);

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74326 (the "Tract Map");

WHEREAS, the subject Agreement and Grant of Utility Easement [Teleport Communications America, LLC] (the form of which is attached hereto and incorporated herein by this reference as Exhibit 1) provides for grant of an easement as contemplated under the REA, 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 [Teleport Communications America, 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 [Teleport Communications America, 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 [Teleport Communications America, 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. The City hereby, as set forth, (A) authorizes entering into and granting the Agreement and Grant of Utility Easement [Teleport Communications America, 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 [Teleport Communications America, 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 on, over, above, along, and across that certain portion of the City Property, more particularly described in Exhibit "A" and more particularly depicted in Plat Map attached as Exhibit B (both exhibits being attachments to Exhibit 1 hereto) (the "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 install, use, maintain, alter, repair, replace, inspect, and/or remove the New TCA 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, maintain, or operate any improvements, fixtures, or equipment on the surface or subsurface ground of the Easement Area or any aerial or aboveground areas, which are not immediately necessary for the use, operation, and maintenance of the New TCA 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, and the right (but not the obligation) 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) 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 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 [Teleport Communications America, 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
[Teleport Communications America, LLC]**

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

Recording requested by and when
recorded mail to:

Teleport Communications America, LLC
One AT&T Way
Bedminster, New Jersey 07921
Attn: Christopher J. Och

APN: 4128-004-927

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
[Teleport Communications America, 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 TELEPORT COMMUNICATIONS AMERICA, LLC, a Delaware limited liability company ("Grantee" or "TCA") with reference to the following:

RECITALS

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

WHEREAS, in connection with the Landside Access Modernization Program Project ("LAMP Project") at Los Angeles International Airport ("Airport"), Grantor identified certain telecommunication facilities generally consisting of seventeen (17) utility poles and associated power lines, equipment, and appurtenances (collectively, the "SCE Utility Poles"), which are owned and operated by Southern California Edison Company, a California corporation ("SCE") and such SCE Utility Poles are in conflict with the construction of the LAMP Project;

WHEREAS, certain communications, data, high-speed internet, video and information systems, and related infrastructure owned by and belonging to TCA ("Existing TCA Facilities") are currently located on, over, above, along, and across three (3) of the seventeen (17) SCE Utility Poles, identified as 2115988E, 456606E, and 456611E (collectively, "Subject SCE Poles"), and such Existing TCA Facilities are likewise in conflict with the construction of the LAMP Project and must be relocated;

WHEREAS, Grantor and SCE determined to relocate the SCE Utility Poles (including the Subject SCE Poles) and following their relocation, the Subject SCE Poles will be identified as TSP 4960368E (formerly, 2115988E), TSP 4960367E (formerly, 456606E), and TSP 4960366E (formerly 456611E);

WHEREAS, Grantor and TCA determined that following the relocation of the SCE Utility Poles (including the Subject SCE Poles), certain TCA Facilities may be removed, relocated, reinstalled, or replaced with certain new facilities consisting of cables, wires, waveguides, conduits, and related infrastructure and appurtenances ("New TCA Facilities") running, traversing, and extending on, over, above, along, and across only two (2) of the Subject SCE Poles, namely TSP 4960368E and TSP 4960367E (collectively, "Subject Utility Poles");

WHEREAS, Grantor and Grantee have determined the need to provide Grantee with rights related to the New TCA Facilities and entered into that certain Non-Exclusive Right of Entry and License Agreement dated June 22, 2022 ("REA"), which contemplates that, among other things, Grantor shall grant to Grantee an easement to install, operate, and maintain the New TCA Facilities running, traversing, and extending on, over, above, along, and across the Subject Utility Poles in the Easement Area (defined below);

WHEREAS, also in connection with the LAMP Project, Grantor seeks recordation of that certain Tentative Tract Map No. 74326 (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 as contemplated under the REA, 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 on, over, above, along, and across that certain portion of the City Property, more particularly described in **Exhibit "A"** and more particularly depicted in Plat Map attached hereto as **Exhibit "B"**, 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, maintain, or operate any improvements, fixtures, or equipment on the surface or subsurface ground of the Easement Area or any aerial or aboveground areas, which are not immediately necessary for the use, operation, and maintenance of the New TCA 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, and the right (but not the obligation) 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) 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 install, use, maintain,

alter, repair, replace, inspect, and/or remove the New TCA 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 New TCA 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 New TCA 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 New TCA Facilities. Grantee shall comply with such height restrictions and regulations at its sole cost. Notwithstanding that the New TCA Facilities may be in compliance with Applicable Laws then in effect at the time of the grant of this Agreement, if the New TCA Facilities later become non-compliant for any reason (for example, amendment of Applicable Laws), Grantee shall immediately remove or modify the New TCA 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 New TCA 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 New TCA Facilities and the surrounding Easement Area in good order and repair. Any repair, maintenance, or removal of the New TCA Facilities shall be done in a clean, good, and workmanlike manner. In connection with Grantee's maintenance and repair of the New TCA 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 New TCA 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 New TCA 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 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:

Teleport Communications America, LLC
One AT&T Way
Bedminster, New Jersey 07921
Office 3A234G – Right of Way

with a copy to:

Teleport Communications America, LLC
One AT&T Way
Bedminster, New Jersey 07921
Legal Dept.

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:

TELEPORT COMMUNICATIONS AMERICA,
LLC, a Delaware limited liability company

By:  _____

Print Name: Christopher J. Och

Title: Vice President

STATE OF NEW JERSEY)

)SS:

COUNTY OF SOMERSET)

On the 20th day of July 2022, before me personally came Christopher J. Och to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Teleport Communications America, LLC, the corporation described in, and which executed the foregoing instrument; and that (s)he signed her/his name thereto by authority of the board of directors of said corporation.


Notary Public

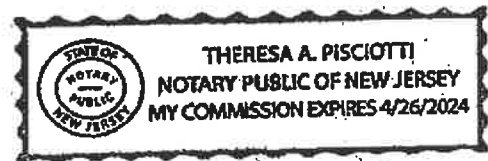


EXHIBIT A
LEGAL DESCRIPTION
PERMANENT UTILITY EASEMENT

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

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

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

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

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

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

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

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

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

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

CONTAINING 0.051 ACRES OR 2,203 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



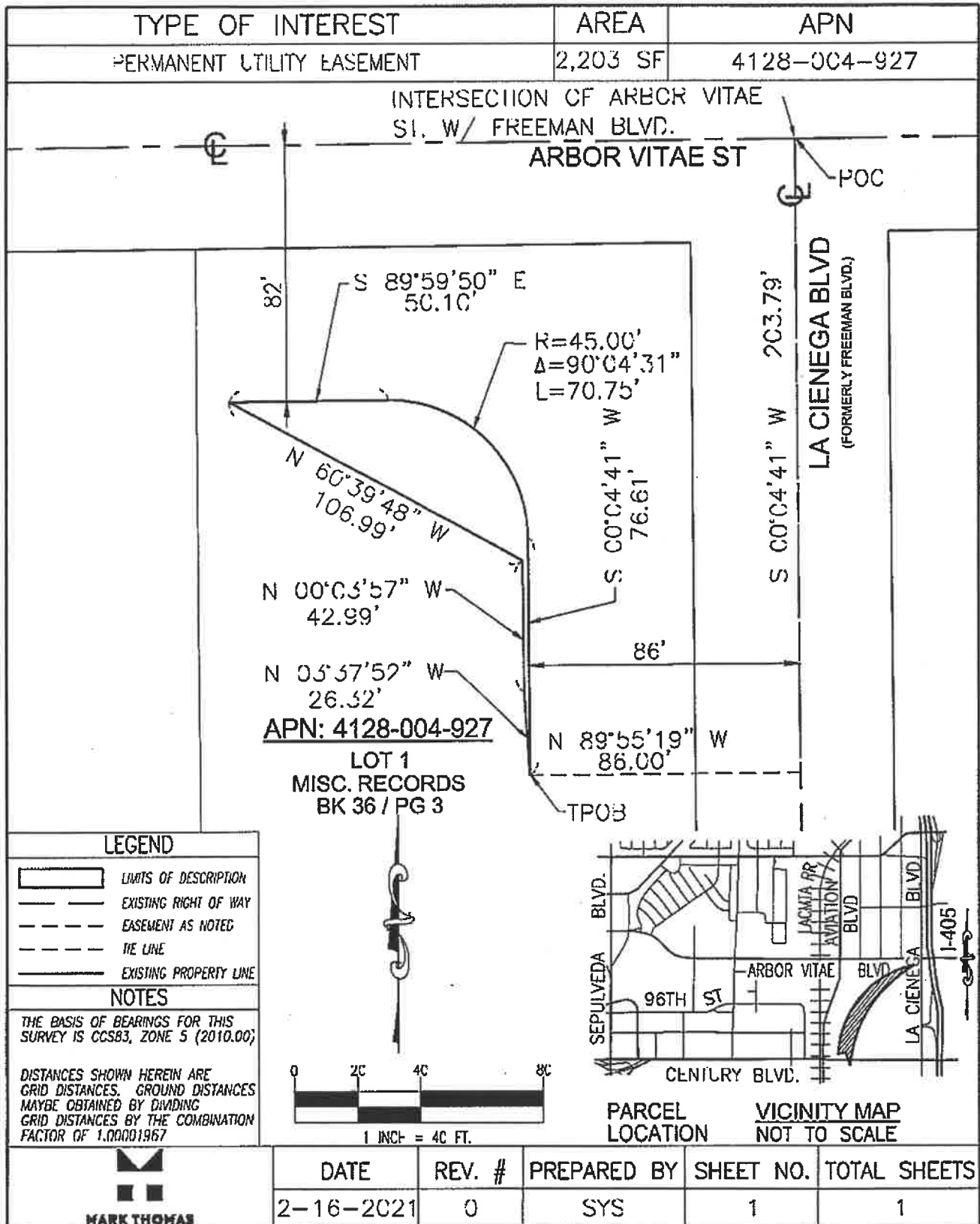
JOSHUA D. COSPER, P.L.S.
P.L.S. 8774, EXP. 12-31-22

2-16-2021

DATE



EXHIBIT B



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 CHOUDRY\Draft Ordinance Re Grant of Easement to TCA.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 _____