

ORDINANCE NO. _____

An ordinance approving Resolution No. 25248 of the Board of Airport Commissioners of the City of Los Angeles consenting to the granting by the City of Los Angeles to the City of Ontario of a non-exclusive Easement for the transmission of reclaimed water through a reclaimed water line to accommodate the N. Vineyard Avenue/Union Pacific Railroad Grade Separation Project at LA/Ontario International Airport.

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

Section 1. It is hereby found and determined that the public interest, convenience and necessity require the granting of a non-exclusive Easement for the transmission of reclaimed water through a reclaimed water line along, under, across and over at LA/Ontario International Airport in the City of Ontario, from the City of Los Angeles (hereinafter referred to as the "Grantor") to the City of Ontario (hereinafter referred to as the "Grantee"), as set forth in Resolution No. 25248 of the Board of Airport Commissioners, attached to this ordinance as Exhibit "B" hereof, in order to relocate, install, lay, construct, maintain, inspect, repair, operate, replace, reconstruct, remove, use and inspect facilities and appurtenances thereto.

Sec. 2. That Resolution No. 25248 (Exhibit "B" hereto) is hereby approved and the Easement along and near Airport Drive, outlined and delineated in red on Department of Airports' Drawings and attached to this ordinance as Exhibit "A" hereof, be and the same is hereby granted to the City of Ontario for the above-described purposes. The legal description of said parcel of land is attached to this ordinance as Exhibit "C".

Sec. 3. Grantor, its successors and assigns, reserves for the use and benefit, the right for full use and enjoyment of the surface. The Grantee expressly agrees, for itself, its successors and assigns, that it will hold Grantor harmless and defend and indemnify Grantor for any injury or damages caused by the Grantee's negligent activities undertaken pursuant to this Easement. The Grantee expressly agrees, for itself, its successors and assigns, that before undertaking any emergency or non-emergency work in secured (restricted) areas inaccessible to the general public, Grantee will provide advance notification to the Ontario Airport Manager, or his designee(s), and will use its best efforts to ensure that such work will not interfere with the operation of the Airport, its tenants and/ or the travelling public. The Grantee expressly agrees, for itself, its successors and assigns, that in the event the reclaimed

water line service for which said facilities are constructed is discontinued, Grantee will, at Grantor's election; remove and/or abandon said facilities within 120 days after receipt of a notice from the Grantor and execute a Quitclaim Deed reconveying this Easement to the Grantor.

Sec. 4. 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 of the bulletin board located at the Main Street entrance to City Hall; one copy on the bulletin board located at the Main Street entrance to City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

HOLLY L. WOLCOTT, Interim City Clerk


By _____
Deputy

Approved _____

Mayor

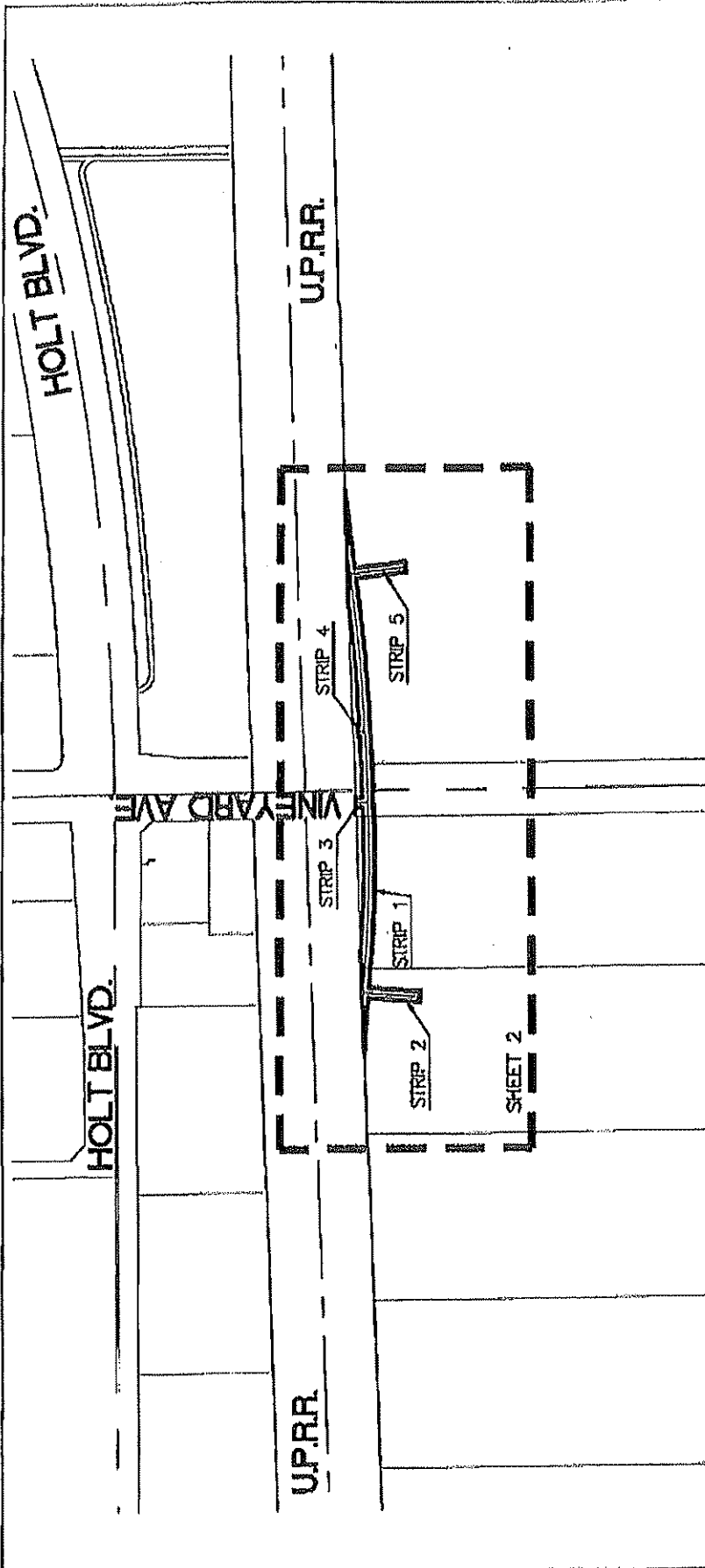
Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By  _____
BRIAN C. OSTLER
Deputy City Attorney

Date 4/2/14

File No. _____



EASEMENT NOTE:

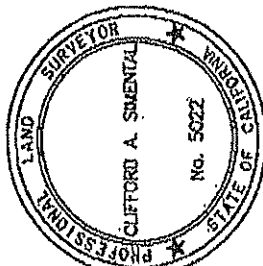
SEE SHEET 3 & 4 FOR UNDERLYING EASEMENT INFORMATION.

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- INDICATES PROPOSED 20' WIDE EASEMENT 21,595 SQ. FT. (0.50 ACRES) MORE OR LESS
- INDICATES CENTERLINE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83) OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE V, 2002.00 EPOCH. DISTANCES SHOWN HEREON ARE GROUND DISTANCES



THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

Clifford A. Simental
 CLIFFORD A. SIMENTAL DATE 3/19/13

SHEET 1 OF 4

P S O M A S
 1500 Jono Avenue, Suite 210
 Riverside, Ca 92507
 (951) 787-8621 www.psonamas.com

EXHIBIT "B"
RECLAIMED WATER LINE EASEMENT

SCALE N.T.S.
 DRAFTED JAU
 CHECKED SMS
 DATE JUNE 07, 2013
 JOB NUMBER 44DRO10600

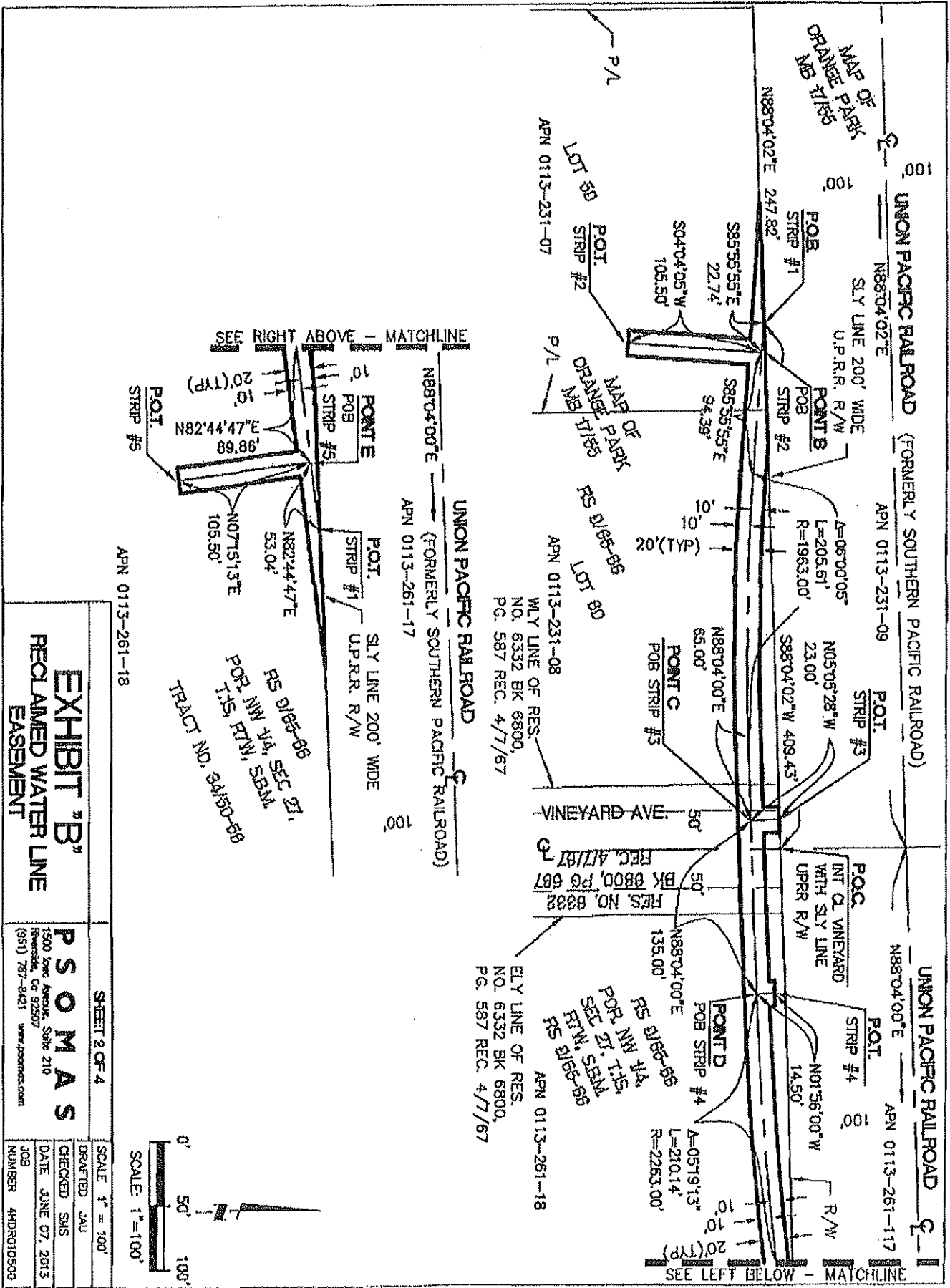
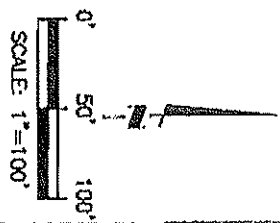
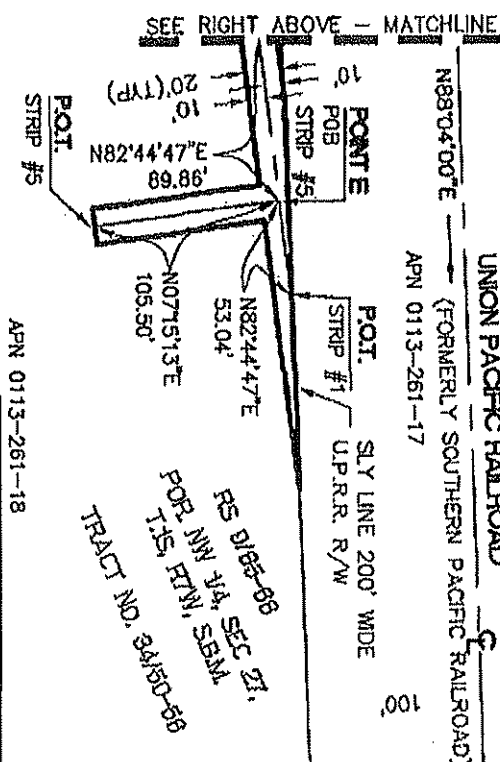


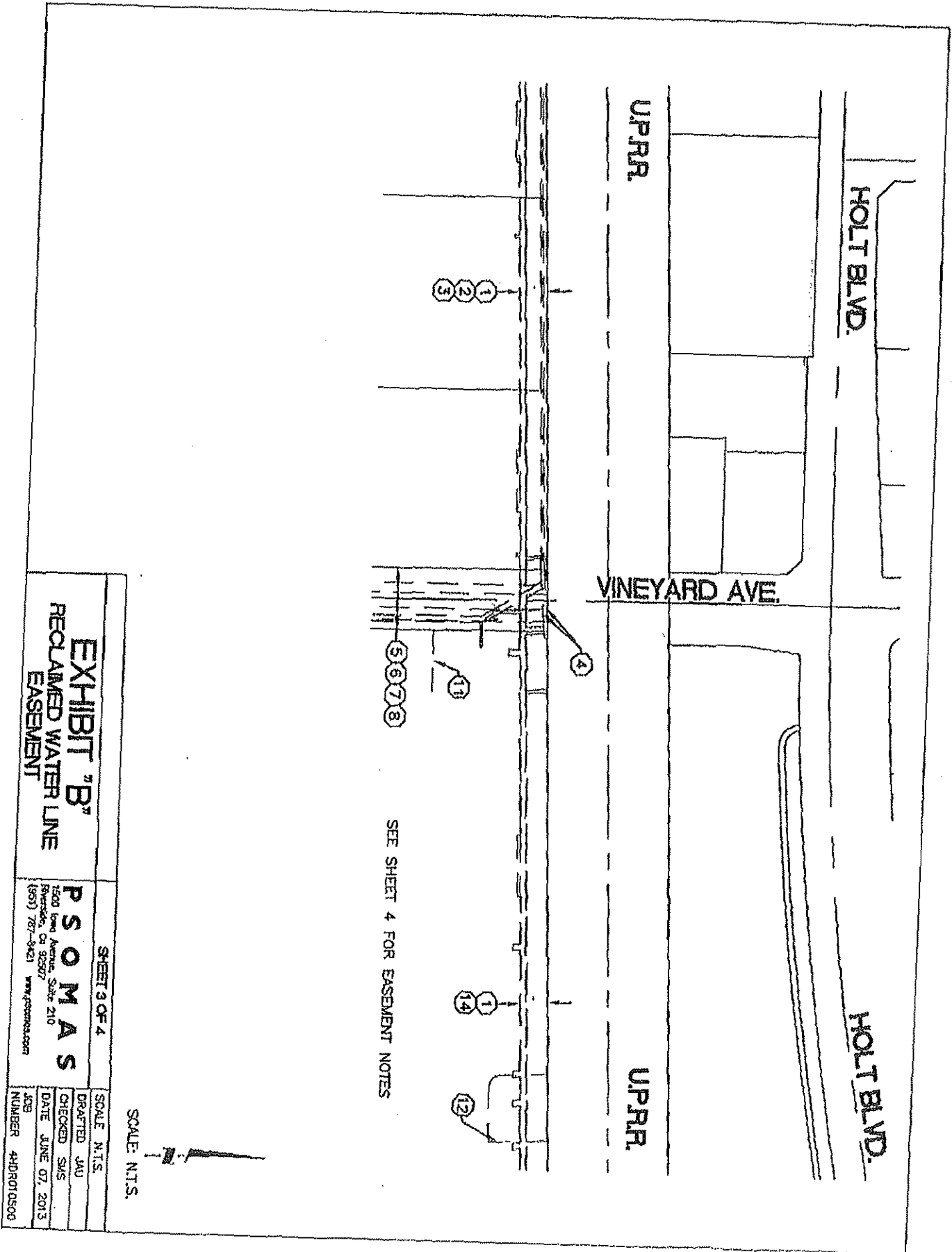
EXHIBIT "B"
RECLAIMED WATER LINE
EASEMENT

P S O M A S
 1300 Lomo Avenue, Suite 210
 Redwood City, CA 94067
 (951) 787-8421 www.psomass.com

SHEET 2 OF 4
 DRAFTED JAV
 CHECKED SMS
 DATE JUNE 07, 2013
 JOB NUMBER 448010500



SEE LEFT BELOW - MATCHLINE



SEE SHEET 4 FOR EASEMENT NOTES

<p>EXHIBIT "B" RECLAIMED WATER LINE EASEMENT</p>		<p>SHEET 3 OF 4</p>	
<p>P S O M A S 1500 Iowa Avenue, Suite 210 Fremont, CA 94507 (510) 767-8421 www.psomass.com</p>		<p>SCALE: N.T.S.</p>	
<p>DRAFTED AUJ</p>	<p>CHECKED SAS</p>	<p>DATE JUNE 07, 2013</p>	<p>JOB NUMBER 440R010500</p>

EASEMENT NOTE:

- ① VAR. WIDTH EASEMENT AS DESCRIBED IN GRANT DEED REC. 02/09/01 AS INST. NO. 20010050059, TELE.
- ② CENTERLINE EASEMENT AS DESCRIBED IN GRANT DEED REC. 01/29/51, BOOK 2709, PAGE 396, ELEC.
- ③ 10' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 07/18/52, BOOK 2986, PAGE 456, ELEC/TELE.
- ④ 6' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 09/26/58, BOOK 4614, PAGE 374, ELEC.
- ⑤ VAR. WIDTH EASEMENT AS DESCRIBED IN GRANT DEED REC. 10/14/55, BOOK 3764, PAGE 598, ELEC/TELE.
- ⑥ 20' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 04/07/67, BOOK 6800, PAGE 587, UTIL.
- ⑦ 15' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 08/18/52, BOOK 3005, PAGE 258, GAS.
- ⑧ 20' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 07/01/85, INST. NO. 85-157921, O.R., SEWER

CONTINUED:

- ⑩ CENTERLINE LINE 17 EASEMENT AS DESCRIBED IN GRANT DEED REC. 10/13/50, BOOK 2654, PAGE 510, ELEC.
- ⑪ EASEMENT AS DESCRIBED IN GRANT DEED REC. 07/01/85, INST. 85-157921, O.R. WATER WELL.
- ⑫ VAR. WIDTH EASEMENT AS DESCRIBED IN GRANT DEED REC. 02/09/01, AS INST. NO. 20010050060, ELEC.

SCALE N.T.S.



SHEET 4 OF 4	
EXHIBIT "B" RECLAIMED WATER LINE EASEMENT	P S O M A S 1500 Lane Avenue, Suite 210 Riverside, Or 92507 (951) 787-8421 www.psomass.com
SCALE N.T.S.	DATE JUNE 07, 2013
DRAWN JAU	CHECKED SMS
JOB NUMBER 44DR010500	



RESOLUTION NO. 25248

LAX
LA/Ontario
Van Nuys
City of Los Angeles

BE IT RESOLVED that the Board of Airport Commissioners approved utility easements and authorized the Executive Director to accept quitclaims of vacated existing easements to accommodate the City of Ontario's North Vineyard Avenue/Union Pacific Railroad Grade Separation Project at LA/Ontario International Airport, as referenced on the amended board report attached herein and made part hereof; and

Eric Garcetti
Mayor

Board of Airport
Commissioners

BE IT FURTHER RESOLVED that the Board of Airport Commissioners authorized the Executive Director to accept quitclaims of vacated existing utility easements associated with the City of Ontario's North Vineyard Avenue/Union Pacific Railroad Grade Separation Project; and

Sean O. Burton
President

BE IT FURTHER RESOLVED that the Board of Airport Commissioners authorized the Executive Director to execute documents making minor modifications to the legal descriptions of the easements should any "as-built" surveys indicate any portion of the utilities to be outside the easement area; and

Valeria C. Velasco
Vice President

Gabriel L. Eshaghian
Jackie Goldberg
Beatrice C. Hsu
Matthew M. Johnson
Dr. Cynthia A. Telles

BE IT FURTHER RESOLVED that the conveyance of minor miscellaneous easements is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article III Class 5(4) of the Los Angeles City CEQA Guidelines. The City of Ontario work has undergone separate environmental review by the City of Ontario as lead agency. The only action authorized herein is the granting of the easement; and

Gina Marie Lindsey
Executive Director

BE IT FURTHER RESOLVED that actions taken on this Item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.

o0o

I hereby certify that this Resolution No. 25248 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Tuesday, October 1, 2013.

Sandra J. Miller – Secretary
BOARD OF AIRPORT COMMISSIONERS



Approved by City Council on January 22, 2014

EXHIBIT B

ORIGINAL

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL DOCUMENT TO:

City of Ontario
303 "B" Street
Ontario, CA 91764

Attention: Cindy Hackett, P.E.

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND CITY OF ONTARIO FOR RECLAIMED WATER LINE
AT LA/ONTARIO INTERNATIONAL AIRPORT

The CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS (hereinafter referred to as "Grantor"), hereby grants to CITY OF ONTARIO, a City (hereinafter "Grantee"), a non-exclusive easement ("Easement") for the transmission of reclaimed water through a reclaimed water line and appurtenances thereto ("Grantee's Facilities" or "Facilities"), along, under, across, over or through Grantor's real property at LA/Ontario International Airport ("Airport"), situated in the County of San Bernardino, State of California, described as follows:

Those portions of Lots 59 and 60 of Map of Orange Park, filed in Book 17, page 55 of Maps, that portion of the northwest one-quarter (NW ¼) Section 27 of Township 1 south, Range 7 west, S.B.M., all as shown on Record of Survey filed in Book 9, pages 65 and 66 of Surveys, and that portion of Vineyard Avenue (100 feet wide) as described in Resolution No. 6332 recorded April 7, 1967 in Book 6800, page 587, of Official Records, all records of San Bernardino County, located in the City of Ontario, County of San Bernardino, State of California, more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

Grantee shall use the said Easement for the purpose of relocating, installing, laying, constructing, maintaining, inspecting, repairing, operating, altering, replacing, reconstructing, removing, using and, from time to time, inspecting Grantee's Facilities subject, however to the following conditions and reservations:

1. Grantor's full use and enjoyment of the surface thereof, subject to Grantee's rights therein.

2. Access shall be over such roads and ways on Airport as shall be prescribed by Grantor's Executive Director, or the designee of the Department of Airports.

3. To the extent required by law, Grantee shall hold Grantor harmless and defend and indemnify Grantor for any injury or damages caused by Grantee's negligent activities undertaken pursuant to this Easement Agreement.

4. Before undertaking any emergency or non-emergency work in secured (restricted) areas inaccessible to the general public, Grantee shall first obtain escorted access from the Ontario Airport Manager, or his or her designee(s), by calling Airport Maintenance at (909) 544-5254, or such other telephone number(s) as may be indicated in writing to Grantee.

Before undertaking any emergency or non-emergency work within (unsecured) areas accessible to the general public, Grantee will provide advance notification to the Ontario Airport Manager, or his or her designee(s), by calling Airport Maintenance at (909) 544-5254, or such other telephone number(s) as may be indicated in writing to Grantee.

In making any excavation upon said Easement, Grantee shall give proper advance notice to Grantor in accordance with this Section 4 and shall restore the surface of the ground, including paving and landscaping, if any, to as near as practicable the same condition as it was prior to such excavation.

Grantee will use its best efforts to ensure that such work shall not interfere with the operation of Airport, its tenants and/or the traveling public.

5. Grantee's contractor(s) shall be required to provide insurance in the amount required by the Department of Airports for non-airfield work or Airfield Operations Area work whichever is appropriate, whenever repair, relocation, construction, reconstruction or alternation of Grantee's Facilities becomes necessary.

6. Grantee, by the acceptance of this Easement, agrees that in the event the reclaimed water for which said Grantee's Facilities are constructed is ordered or requested by Grantor discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish reclaimed water from said Grantee's Facilities, Grantee will at Grantor's election, remove and/or abandon in place, in whole or in part, said Grantee's Facilities within 120 days after receipt from the Grantor of the notice in writing of the discontinuance of service. This Easement will then be null and void and Grantee shall, at Grantor's written request, execute a Quitclaim Deed reconveying this Easement to Grantor.

7. Grantor agrees not to revoke this Easement agreement so long as Grantee is under a duty or obligation to provide reclaimed water to Grantor or Grantee's customers from the Facilities which are the subject of this Easement and Grantee has not breached a material aspect of this Easement. Upon expiration of the duty or obligation of Grantee to supply reclaimed water or after breach of a material aspect of this Easement, this Easement is revocable by the Grantor and Grantee shall, at Grantor's written request, execute a Quitclaim Deed reconveying this Easement to Grantor.

8. The Easement granted in this agreement is nonexclusive. Grantor retains the right to grant concurrent easements to third parties within the Easement granted hereunder.

9. The Easement granted herein is personal and specific to Grantee. This Easement, or any right, privilege or interest therein, shall not be sold, conveyed, transferred or assigned by Grantee without the prior written consent by the Board of Airport Commissioners. Any purported sale, conveyance, transfer or assignment by Grantee of the Easement, or any right, privilege or interest therein, shall be a material breach of this Easement Agreement, and shall be void and of no effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this

3rd day of February, in the year 2013

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

CITY OF LOS ANGELES



Date: 12/17/13
By: [Signature]
Deputy/Assistant City Attorney

By: [Signature]
Executive Director
Department of Airports

The forgoing Easement Agreement is hereby accepted this 19th day of September, in the year 2013.

CITY OF ONTARIO

The within instrument approved by the Council of the City of Los Angeles of its meeting of

JAN 22 2014
By: [Signature]
Deputy



By: [Signature]
Print Name: Chris Hughes
Print Title: City Manager

ACKNOWLEDGMENT

State of California
County of San Bernardino

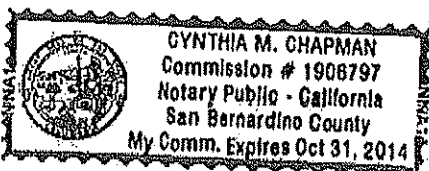
On 9/19/13 before me, Cynthia M. Chapman
(insert name and title of the officer)

Notary Public, personally appeared Chris Hughes

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 Cynthia M. Chapman (Seal)

EXHIBIT 'A'

RECLAIMED WATER LINE EASEMENT

LEGAL DESCRIPTION

Those portions of Lots 59 and 60 of Map of Orange Park, filed in Book 17, page 55 of Maps, that portion of the northwest one-quarter (NW1/4) of Section 27, Township 1 south, Range 7 west, S.B.M., all as shown on Record of Survey filed in Book 9, pages 65 and 66 of Surveys, and that portion of Vineyard Avenue (100.00 feet wide) as described in Resolution No. 6332 recorded April 7, 1967 in Book 6800, page 587, of Official Records, all records of San Bernardino County, located in the City of Ontario, County of San Bernardino, State of California, more particularly described as follows:

Strip #1

Being a strip of land 20.00 feet wide, the centerline of said strip more particularly described as follows:

Commencing at the intersection of the centerline of Vineyard Avenue with the easterly projection of the southerly line of a 200.00 foot wide strip of land as shown as the Right of Way of the Southern Pacific Railroad, both as shown on said Record of Survey;

Thence along said easterly projection and said southerly line South 88°04'02" West 409.43 feet to the Point of Beginning;

Thence South 85°55'55" East 22.74 feet to a point hereinafter referred to as "Point B";

Thence continuing South 85°55'55" East 94.39 feet to the beginning of a curve concave northerly having a radius of 1963.00 feet;

Thence easterly along said curve an arc length of 205.61 feet through a central angle of 06°00'05";

Thence North 88°04'00" East 65.00 feet to a point hereinafter referred to as "Point C";

Thence continuing North 88°04'00" East 135.00 feet to a point hereinafter referred to as "Point D" and being the beginning of a curve concave northerly having a radius of 2263.00 feet;

Thence easterly along said curve an arc length of 210.14 feet through a central angle of 05°19'13";

Thence North 82°44'47" East 89.86 feet to a point hereinafter referred to as "Point E";

Thence continuing North $82^{\circ}44'47''$ East 53.04 feet to the southerly line of a 200.00 foot wide strip of land as shown as the Right of Way of the Southern Pacific Railroad on Tract No. 2244 filed in Book 35, pages 50 through 56 inclusive and being the **Point of Termination**.

The sidelines of said strip to be prolonged or shortened as to terminate northerly on said southerly line.

Strip #2

Being a strip of land 20.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above described "**Point B**";

Thence South $04^{\circ}04'05''$ West 105.50 feet to the **Point of Termination**.

Excepting therefrom that portion lying within the hereinabove described **Strip #1**.

Strip #3

Being a strip of land 20.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above described "**Point C**";

Thence North $02^{\circ}05'28''$ West 23.00 feet to said easterly projection of the southerly line of a 200.00 wide strip of land and being the **Point of Termination**.

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly on said easterly projection.

Excepting therefrom that portion lying within the hereinabove described **Strip #1**.

Strip #4

Being a strip of land 20.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above described "**Point D**";

Thence North $01^{\circ}56'00''$ West 14.50 feet to the **Point of Termination**.

Excepting therefrom that portion lying within the hereinabove described **Strip #1**.

Strip #5

R:\HDR\010500\5\SURVEY\LEGALSD\DESCRIPTIONS\LAWA\HDR_LAWA_REC\WTR_d002

Being a strip of land 20.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above described "Point E";

Thence South 07°15'13" East 105.50 feet to the Point of Termination.

Excepting therefrom that portion lying within the hereinabove described Strip #1.

The above described parcel contains 21,595 square feet (0.50 acres) more or less.

See Exhibit 'B' attached hereto and made a part hereof.

The Basis of Bearings for this survey are based upon the North American Datum of 1983 (NAD83) of the California Coordinate System of 1983 (CCS83), Zone V, 2002.00 Epoch. Distances shown hereon are ground distances.

This legal description is not intended for use in the division and/or conveyance of land in violation of the subdivision map act of the State of California.

Prepared under the direction of:


Clifford A. Simental, PLS 5022

7/19/15
Date

