

**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 to relocate and use a 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 to relocate and use a 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 water line service for which said facilities are constructed is discontinued, Grantee will, at Grantor's election; remove and/or abandon said systems 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  for  
\_\_\_\_\_  
BRIAN C. OSTLER  
Deputy City Attorney

Date 4/2/14

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

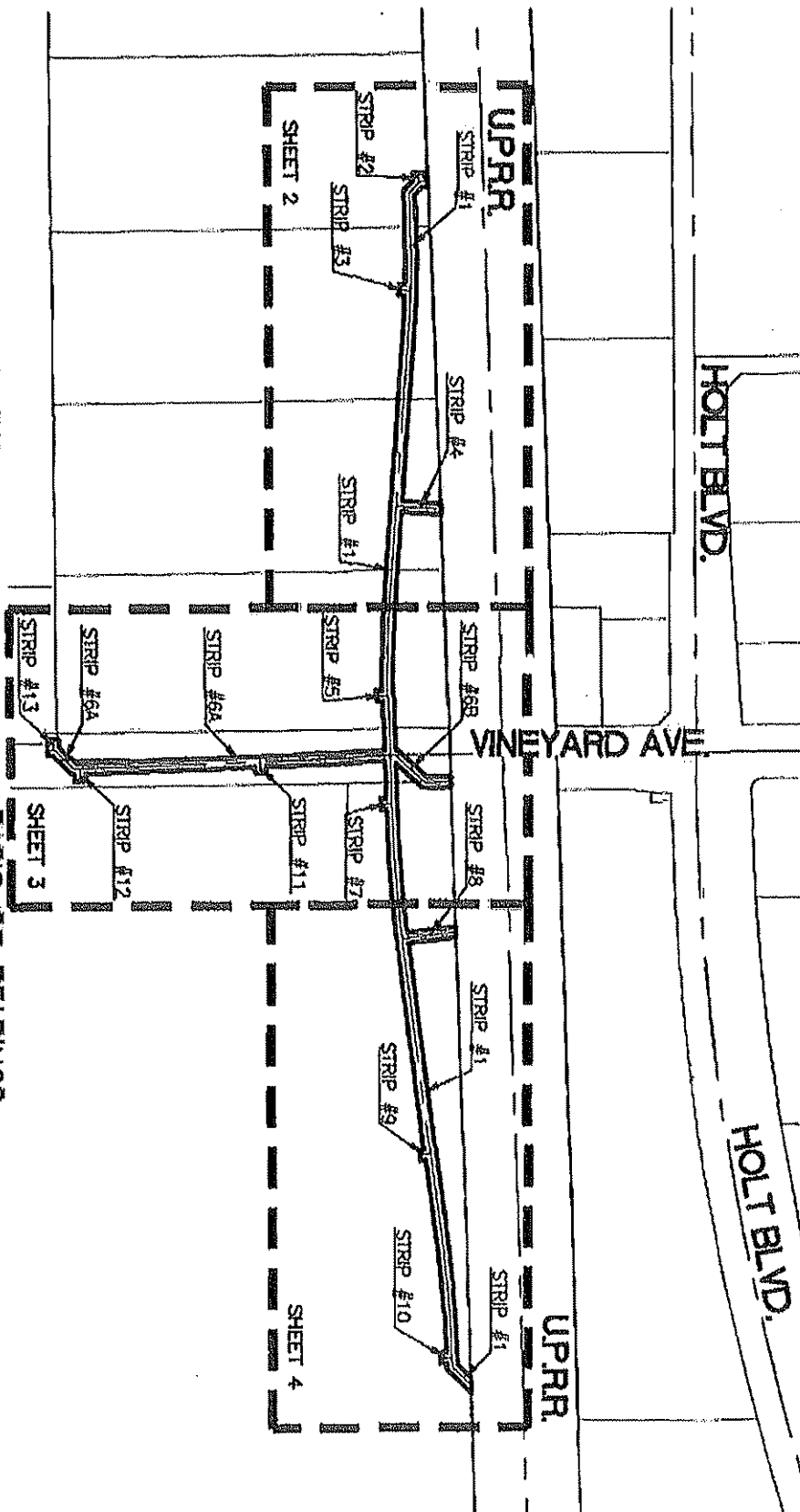


**EASEMENT NOTE:**  
SEE SHEET 5 & 6 FOR UNDERLYING EASEMENT INFORMATION.

**LEGEND**

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- P.O.T.** POINT OF TERMINATION
- INDICATES PROPOSED 20' WIDE EASEMENT 66,036 SQ. FT. (1.52 ACRES) MORE OR LESS
- INDICATES CENTERLINE

THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:  
*Clifford A. Simental*  
CLIFFORD A. SIMENTAL DATE 7/17/13



**BASIS OF BEARINGS**

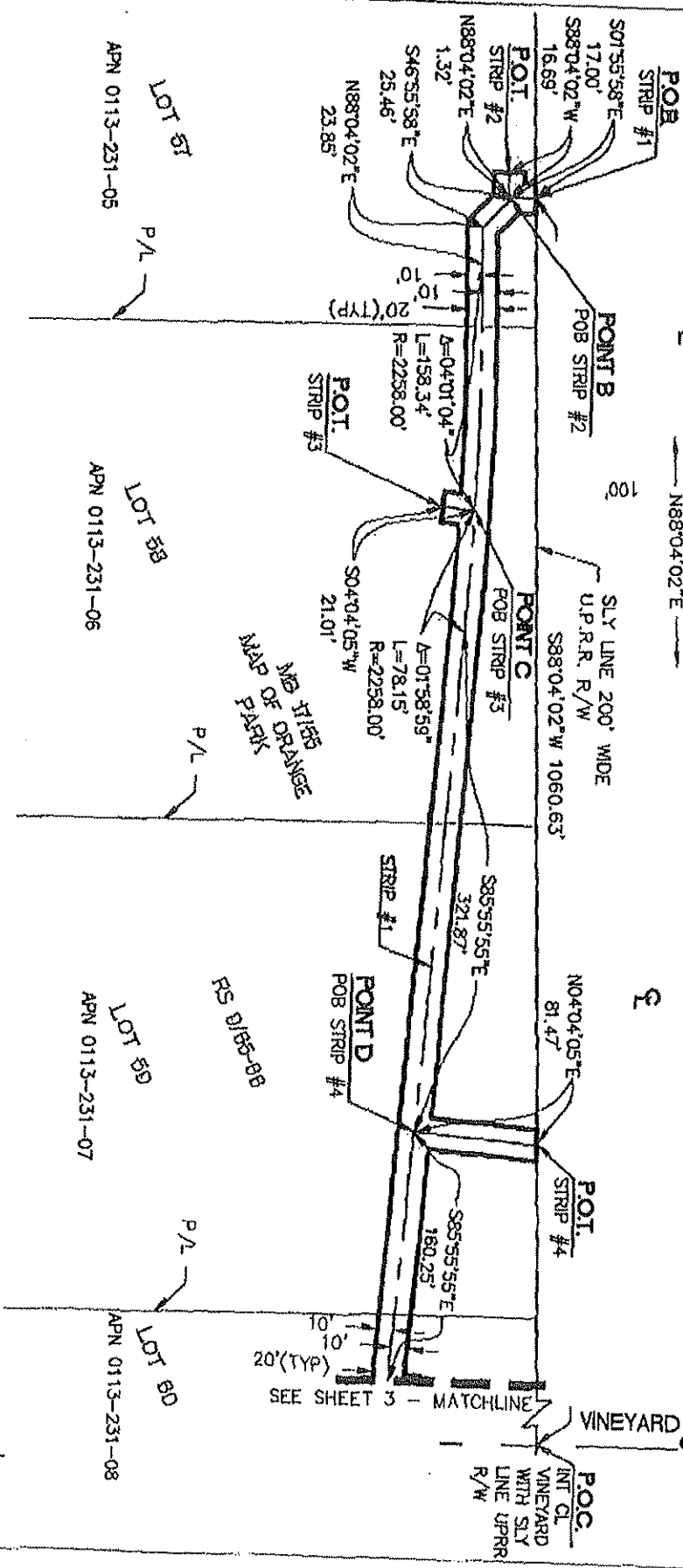
THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83) OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE V, 2002.00 EPOCH. DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE AVERAGE COMBINATION FACTOR OF .99995292

SCALE: N.T.S.

<b>EXHIBIT "B"</b>		SHEET 1 OF 6	
<b>WATER LINE EASEMENT</b>		<b>P S O M A S</b>	
1500 Iowa Avenue, Suite 210 Redwood, Ca 92307 (951) 787-8421 www.psomass.com		DATE: JUNE 07, 2013	
JOB NUMBER 44DR010500		SCALE N.T.S.	

ME 11/15  
MAP OF ORANGE  
PARK

UNION PACIFIC RAILROAD (FORMERLY SOUTHERN PACIFIC RAILROAD)



LOT 51  
APN 0113-231-05

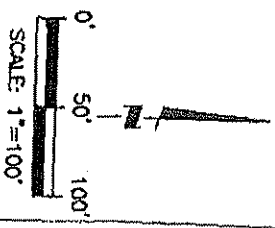
LOT 55  
APN 0113-231-06

LOT 59  
APN 0113-231-07

LOT 60  
APN 0113-231-08

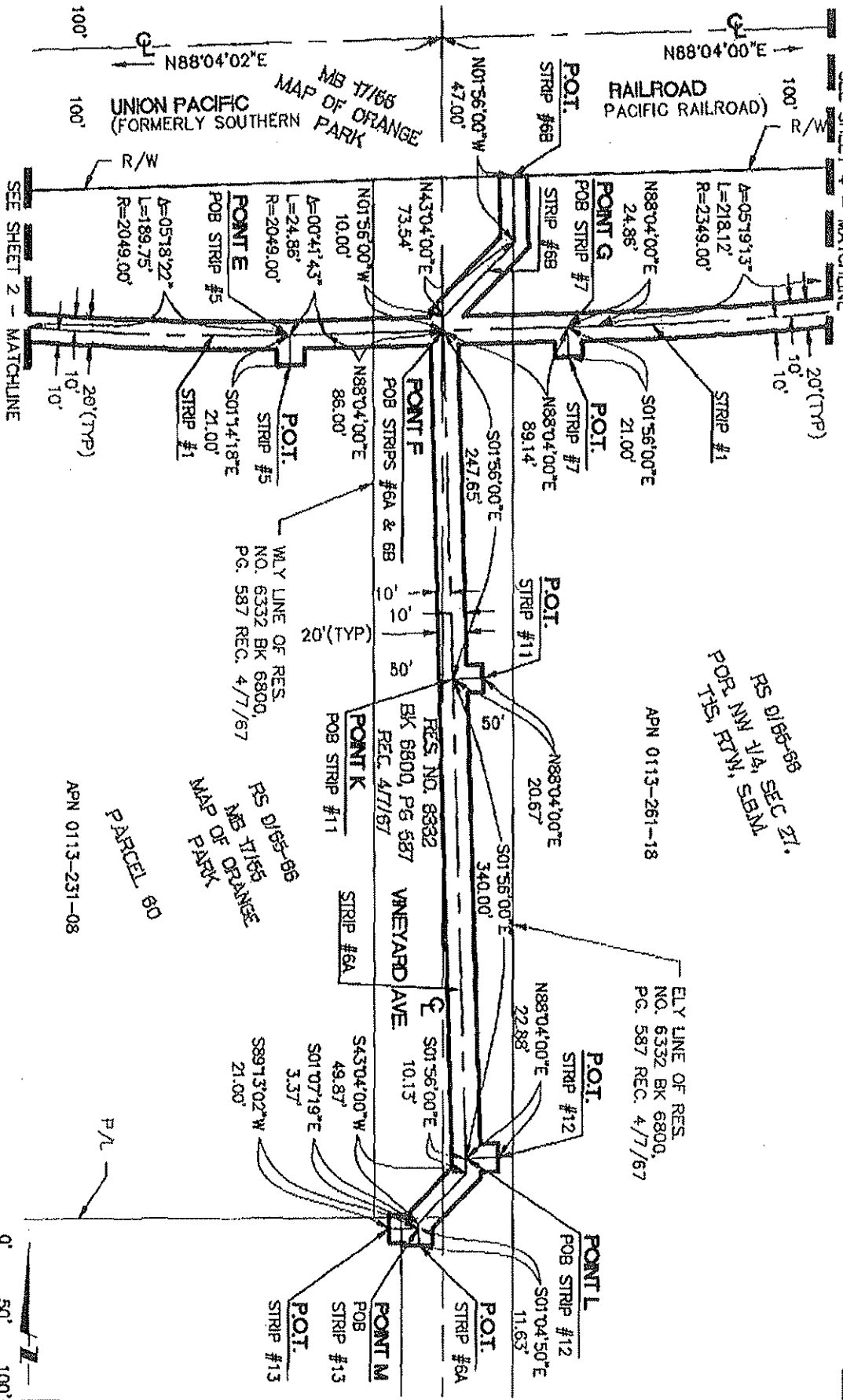
VINEYARD AVE.

SEE SHEET 3 - MATCHLINE

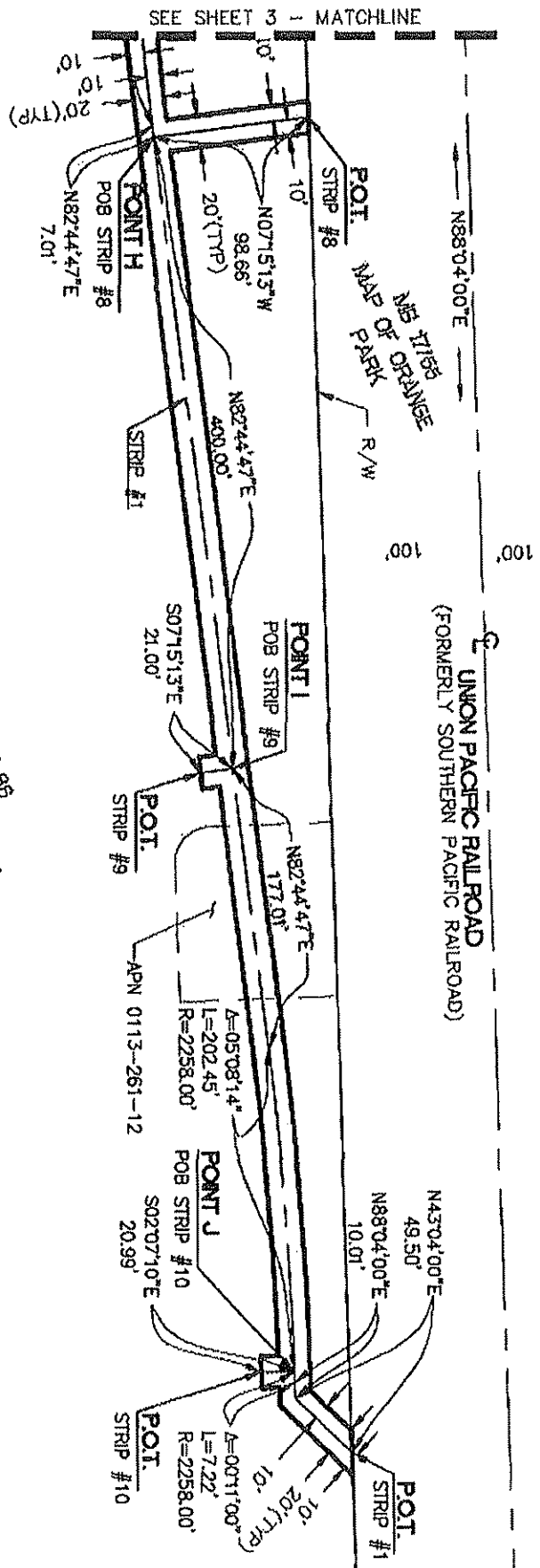


<b>EXHIBIT "B"</b>		SHEET 2 OF 6	
<b>WATER LINE EASEMENT</b>		SCALE 1" = 100'	
<b>PSOMAS</b> 1500 Joad Avenue, Suite 210 Riverside, CA 92507 (951) 787-9421 www.psomas.com		DRAFTED	JAU
		CHECKED	SMS
		DATE	JUNE 07, 2013
		JOB NUMBER	44DR010500

SEE SHEET 4 - MATCHLINE

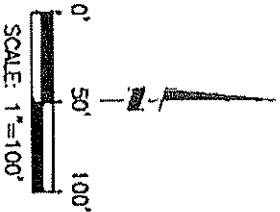


<b>EXHIBIT "B"</b>	
<b>WATER LINE EASEMENT</b>	
SHEET 3 OF 6	<b>P S O M A S</b>
1500 Iowa Avenue, Suite 210 Riverside, Ca 92507 (951) 787-8421 www.psomax.com	
DRAFTED JAU	CHECKED SAMS
DATE JUNE 07, 2013	JOB NUMBER 4492010500

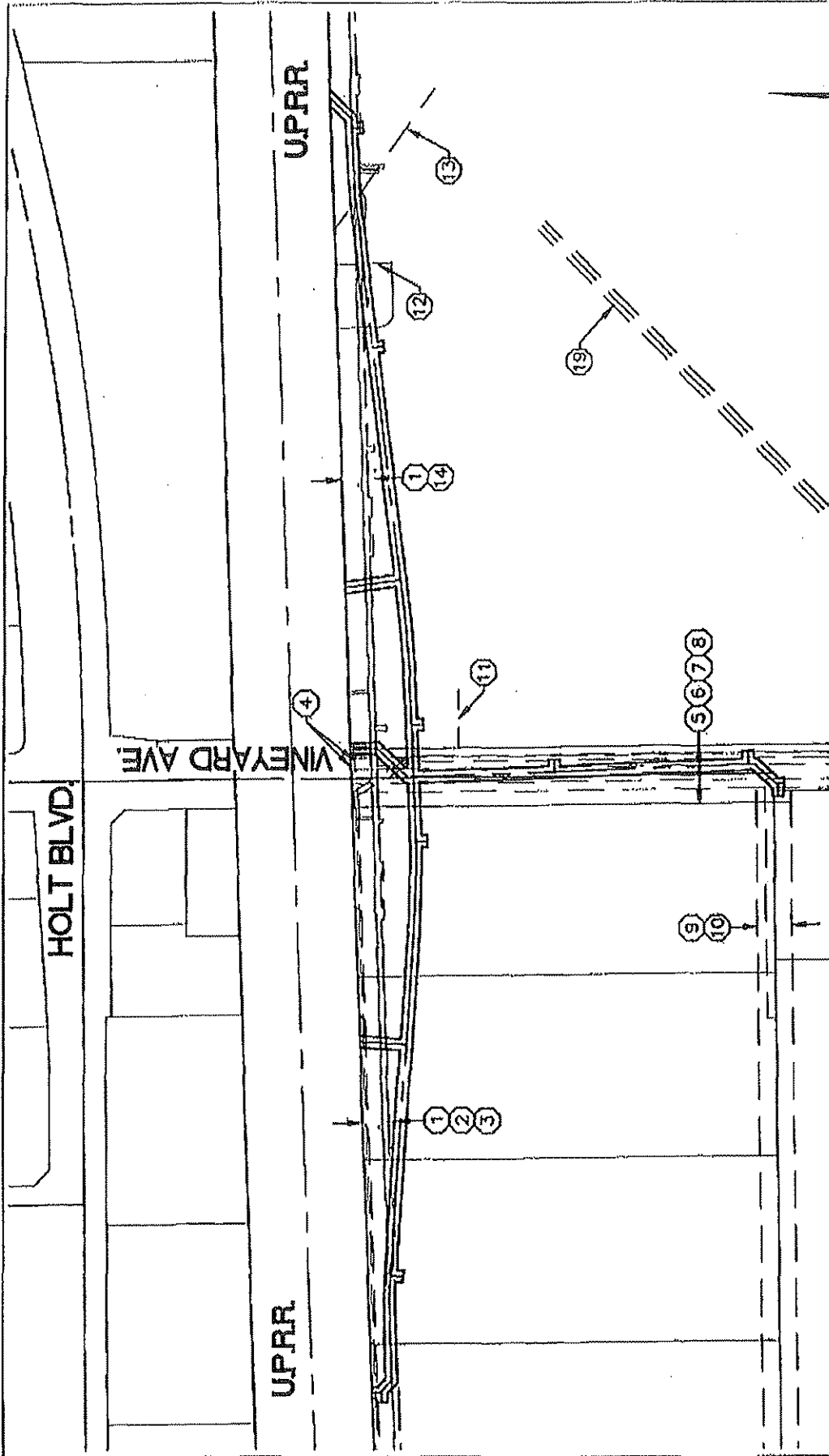


RS D185-86  
 FOR NW 1/4, SEC 21,  
 T15S, R7W, S36M

APN 0113-261-18



<b>EXHIBIT "B"</b>		<b>SHEET 4 OF 6</b>	
<b>WATER LINE EASEMENT</b>		<b>P S O M A S</b>	
		1500 Iowa Avenue, Suite 210 Fremont, Ca 92507 (925) 787-9421 www.psom.com	
DRAFTED	JAU	SCALE	1" = 100'
CHECKED	SAS	DATE	JUNE 07, 2013
JOB NUMBER	44DR010500		



SEE SHEET 6 FOR EASEMENT NOTES

SCALE: N.T.S.

SHEET 5 OF 6		SCALE N.T.S.
<b>P S O M A S</b>		DRAFTED JAU
1500 Iowa Avenue, Suite 210 Riverside, Ca 92507		CHECKED SMS
(951) 787-8421 www.psomcs.com		DATE JUNE 07, 2013
<b>EXHIBIT "B"</b>		JOB NUMBER 4HDROTCS00
<b>WATER LINE EASEMENT</b>		



**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.
- ⑨ 60' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 04/07/66, BOOK 6604, PAGE 153, PUBLIC UTIL.
- ⑩ 15' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 08/18/52, BOOK 3005, PAGE 258, GAS.

**CONTINUED:**

- ⑪ CENTERLINE LINE 17 EASEMENT AS DESCRIBED IN GRANT DEED REC. 10/13/50, BOOK 2654, PAGE 510, ELEC.
- ⑫ EASEMENT AS DESCRIBED IN GRANT DEED REC. 07/01/85, INST. 85-157921, O.R. WATER WELL.
- ⑬ CENTERLINE LINE 16 EASEMENT AS DESCRIBED IN GRANT DEED REC. 10/13/50, BOOK 2654, PAGE 510, ELEC.
- ⑭ VAR. WIDTH EASEMENT AS DESCRIBED IN GRANT DEED REC. 02/09/01, AS INST. NO. 20010050060, ELEC.
- ⑮ 20' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 04/01/85, INST. 85-157921, O.R. SEWER.

SCALE N.T.S.

<b>EXHIBIT "B"</b>		<b>SHEET 6 OF 6</b>	
<b>WATER LINE EASEMENT</b>		<b>P S O M A S</b>	
		1500 Bond Avenue, Suite 210 Riverside, Ca 92507 (951) 767-8421 <a href="http://www.psonmas.com">www.psonmas.com</a>	
SCALE N.T.S.	DRAFTED JAU	CHECKED SAS	DATE JUNE 07, 2013
		JOB NUMBER	44093010500

## Polyline Report

## STRIP #1

Northing	Easting	Bearing	Distance
1845238.751	6679489.133	S 88°04'02" W	1060.633
1845202.980	6678429.104	S 01°55'58" E	17.000
1845185.990	6678429.677	N 88°04'02" E	1.320
1845186.035	6678430.996	S 46°55'58" E	25.456
1845168.652	6678449.593	N 88°04'02" E	23.852
1845169.456	6678473.431		
Radius: 2258.000 chord: 158.304 Degree: 2.3215 Dir: Right			
Length: 158.336 delta: 4.0104 Tangent: 79.201			
Chord BRG: S 89°55'26" E Rad-In: S 01°55'58" E Rad-Out: S 02°05'06" W			
Radius Point: 1842912.741, 6678549.583			
1845169.246	6678631.735		
Radius: 2258.000 chord: 78.147 Degree: 2.3215 Dir: Right			
Length: 78.151 delta: 1.5859 Tangent: 39.079			
Chord BRG: S 86°55'24" E Rad-In: S 02°05'06" W Rad-Out: S 04°04'05" W			
Radius Point: 1842912.741, 6678549.583			
1845165.052	6678709.769	S 85°55'55" E	321.865
1845142.218	6679030.823	S 85°55'55" E	160.247
1845130.850	6679190.667		
Radius: 2049.000 chord: 189.685 Degree: 2.4747 Dir: Left			
Length: 189.753 delta: 5.1822 Tangent: 94.944			
Chord BRG: S 88°35'06" E Rad-In: N 04°04'05" E Rad-Out: N 01°14'17" W			
Radius Point: 1847174.687, 6679336.026			
1845126.166	6679380.294		
Radius: 2049.000 chord: 24.865 Degree: 2.4747 Dir: Left			
Length: 24.865 delta: 0.4143 Tangent: 12.433			
Chord BRG: N 88°24'52" E Rad-In: N 01°14'17" W Rad-Out: N 01°56'00" W			
Radius Point: 1847174.687, 6679336.026			
1845126.854	6679405.149	N 88°04'00" E	86.000
1845129.755	6679491.100	N 88°04'00" E	89.135
1845132.762	6679580.185	N 88°04'00" E	24.865
1845133.601	6679605.035		
Radius: 2349.000 chord: 218.043 Degree: 2.2621 Dir: Left			
Length: 218.121 delta: 5.1913 Tangent: 109.139			
Chord BRG: N 85°24'24" E Rad-In: N 01°56'00" W Rad-Out: N 07°15'13" W			
Radius Point: 1847481.264, 6679525.791			
1845151.063	6679822.378	N 82°44'47" E	7.014
1845151.948	6679829.336	N 82°44'47" E	400.000
1845202.452	6680226.134	N 82°44'47" E	177.005
1845224.801	6680401.723		
Radius: 2258.000 chord: 202.383 Degree: 2.3215 Dir: Right			
Length: 202.451 delta: 5.0814 Tangent: 101.293			
Chord BRG: N 85°18'54" E Rad-In: S 07°15'13" E Rad-Out: S 02°06'59" E			
Radius Point: 1842984.872, 6680686.820			
1845241.331	6680603.430		

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Radius: 2258.000 Chord: 7.220 Degree: 2.3215 Dir: Right  
 Length: 7.220 Delta: 0.1100 Tangent: 3.610  
 Chord BRG: N 87°58'31" E Rad-In: S 02°06'59" E Rad-Out: S 01°56'00" E  
 Radius Point: 1842984.872, 6680686.820  
 1845241.587 6680610.646 N 88°04'00" E 10.006  
 1845241.924 6680620.646 N 43°04'00" E 49.497  
 1845278.085 6680654.445

Closure Error Distance> 1165.97556 Error Bearing> S 88°04'00" W  
 Closure Precision> 1 in 2.9 Total Distance> 3332.792  
 Area not calculated because polyline not closed

STRIP #2:

Northing	Easting	Bearing	Distance
1845185.990	6678429.677		
		S 88°04'02" W	16.686
1845185.427	6678413.001		

Closure Error Distance> 16.68604 Error Bearing> N 88°04'02" E  
 Closure Precision> 1 in 1.0 Total Distance> 16.686  
 Area not calculated because polyline not closed

STRIP #3:

Northing	Easting	Bearing	Distance
1845169.246	6678631.735		
		S 04°04'05" W	21.010
1845148.289	6678630.245		

Closure Error Distance> 21.00952 Error Bearing> N 04°04'05" E  
 Closure Precision> 1 in 1.0 Total Distance> 21.010  
 Area not calculated because polyline not closed

STRIP #4:

Northing	Easting	Bearing	Distance
1845142.218	6679030.823		
		N 04°04'05" E	81.467
1845223.480	6679036.603		

Closure Error Distance> 81.46735 Error Bearing> S 04°04'05" W  
 Closure Precision> 1 in 1.0 Total Distance> 81.467  
 Area not calculated because polyline not closed

STRIP #5:

Northing	Easting	Bearing	Distance
1845126.166	6679380.294		
		S 01°14'18" E	21.000
1845105.171	6679380.748		

Closure Error Distance> 21.00006 Error Bearing> N 01°14'18" W  
 Page 2

Closure Precision> 1 in 1.0 Total Distance> 21.000  
 Area not calculated because polyline not closed

## STRIP #6A:

Northing	Easting	Bearing	Distance
1845129.755	6679491.100	S 01°56'00" E	247.647
1844882.249	6679499.455	S 01°56'00" E	340.000
1844542.443	6679510.925	S 01°56'00" E	10.134
1844532.314	6679511.266	S 43°04'00" W	49.866
1844495.884	6679477.215	S 01°07'19" E	3.368
1844492.517	6679477.281	S 01°04'50" E	11.631
1844480.888	6679477.501		

Closure Error Distance> 649.00946 Error Bearing> N 01°12'02" E  
 Closure Precision> 1 in 1.0 Total Distance> 662.646  
 Area not calculated because polyline not closed

## STRIP #6B:

Northing	Easting	Bearing	Distance
1845129.755	6679491.100		
1845139.749	6679490.763	N 01°56'00" W	10.000
1845193.474	6679540.979	N 43°04'00" E	73.539
1845240.447	6679539.393	N 01°56'00" W	47.000

Closure Error Distance> 120.76837 Error Bearing> S 23°34'15" W  
 Closure Precision> 1 in 1.1 Total Distance> 130.539  
 Area not calculated because polyline not closed

## STRIP #7:

Northing	Easting	Bearing	Distance
1845132.762	6679580.185		
1845111.774	6679580.893	S 01°56'00" E	21.000

Closure Error Distance> 21.00000 Error Bearing> N 01°56'00" W  
 Closure Precision> 1 in 1.0 Total Distance> 21.000  
 Area not calculated because polyline not closed

## STRIP #8:

Northing	Easting	Bearing	Distance
1845151.948	6679829.336	N 07°15'13" W	98.655

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1845249.813 6679816.879

Closure Error Distance> 98.65487 Error Bearing> S 07°15'13" E  
 Closure Precision> 1 in 1.0 Total Distance> 98.655  
 Area not calculated because polyline not closed

STRIP #9:

Northing	Easting	Bearing	Distance
1845202.452	6680226.134		
1845181.621	6680228.786	S 07°15'13" E	21.000

Closure Error Distance> 21.00000 Error Bearing> N 07°15'13" W  
 Closure Precision> 1 in 1.0 Total Distance> 21.000  
 Area not calculated because polyline not closed

STRIP #10:

Northing	Easting	Bearing	Distance
1845241.331	6680603.430		
1845220.356	6680604.206	S 02°07'10" E	20.990

Closure Error Distance> 20.99007 Error Bearing> N 02°07'10" W  
 Closure Precision> 1 in 1.0 Total Distance> 20.990  
 Area not calculated because polyline not closed

STRIP #11:

Northing	Easting	Bearing	Distance
1844882.249	6679499.455		
1844882.946	6679520.113	N 88°04'00" E	20.670

Closure Error Distance> 20.67000 Error Bearing> S 88°04'00" W  
 Closure Precision> 1 in 1.0 Total Distance> 20.670  
 Area not calculated because polyline not closed

STRIP #12:

Northing	Easting	Bearing	Distance
1844542.443	6679510.925		
1844543.214	6679533.788	N 88°04'00" E	22.876

Closure Error Distance> 22.87605 Error Bearing> S 88°04'00" W  
 Closure Precision> 1 in 1.0 Total Distance> 22.876  
 Area not calculated because polyline not closed

STRIP #13:

Northing	Easting	Bearing	Distance
1844492.517	6679477.281		
		S 89°13'02" W	21.000

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1844492.230 6679456.283

Closure Error Distance> 21.00000 Error Bearing> N 89°13'02" E  
Closure Precision> 1 in 1.0 Total Distance> 21.000  
Area not calculated because polyline not closed



**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

Erio 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. Tellos

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.

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SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND CITY OF ONTARIO FOR WATER LINES 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 Water Lines including 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 57, 58, 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) 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 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 water service for which said 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 water service from said Facilities, Grantee will at Grantor's election, remove and/or abandon in place, in whole or in part, said systems 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.

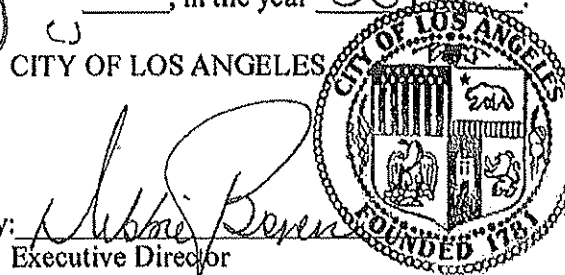
7. Grantor agrees not to revoke this Easement agreement so long as Grantee is under a duty or obligation to provide water service to Grantor or Grantee's customers from the Facilities

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 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 2014.



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

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'**

**WATER LINE EASEMENT**

**LEGAL DESCRIPTION**

Those portions of Lots 57, 58, 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 is 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 of said 200.00 foot wide strip South  $88^{\circ}04'02''$  West 1060.63 feet to the **Point of Beginning**;

Thence South  $01^{\circ}55'58''$  East 17.00 feet to a point hereinafter referred to as "**Point B**";

Thence North  $88^{\circ}04'02''$  East 1.32 feet;

Thence South  $46^{\circ}55'58''$  East 25.46 feet;

Thence North  $88^{\circ}04'02''$  East 23.85 feet to the beginning of a curve concave southerly having a radius of 2258.00 feet;

Thence along said curve an arc length of 158.34 feet through a central angle of  $04^{\circ}01'04''$  to a point hereinafter referred to as "**Point C**";

Thence continuing along said curve an arc length of 78.15 feet through a central angle of 01°58'59";

Thence South 85°55'55" East 321.87 feet to a point hereinafter referred to as "Point D";

Thence continuing South 85°55'55" East 160.25 feet to the beginning of a curve concave northerly having a radius of 2049.09 feet;

Thence easterly along said curve an arc length of 189.75 feet through a central angle of 05°18'22" to a point hereinafter referred to as "Point E";

Thence continuing along said curve an arc length of 24.86 feet through a central angle of 00°41'43";

Thence North 88°04'00" East 86.00 feet to a point hereinafter referred to as "Point F";

Thence continuing North 88°04'00" East 89.14 feet to a point hereinafter referred to as "Point G";

Thence continuing North 88°04'00" East 24.86 feet to the beginning of a curve concave northerly having a radius of 2349.00 feet;

Thence easterly along said curve an arc length of 218.12 feet through a central angle of 05°19'13";

Thence North 82°44'47" East 7.01 feet to a point hereinafter referred to as "Point H";

Thence continuing North 82°44'47" East 400.00 feet to a point hereinafter referred to as "Point I";

Thence continuing North 82°44'47" East 177.01 feet to the beginning of a curve concave southerly having a radius of 2258.00 feet;

Thence easterly along said curve an arc length of 202.45 feet through a central angle of 05°08'14" to a point hereinafter referred to as "Point J";

Thence continuing along said curve an arc length of 7.22 feet through a central angle of 00°11'00";

Thence North 88°04'00" East 10.01 feet;

Thence North 43°04'00" East 49.50 feet to the southerly line of said 200.00 foot wide strip of land and the **Point of Termination**.

The sidelines of said strip to be prolonged or shortened as to terminate northerly on the southerly line of said 200.00 foot wide strip of land.

**Strip #2**

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

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

Thence South 88°04'02" West 16.69 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 is more particularly described as follows:

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

Thence South 04°04'05" West 21.01 feet to the **Point of Termination**.

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 is more particularly described as follows:

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

Thence North 04°04'05" East 81.47 feet to the southerly line of said 200.00 foot wide strip of land and the **Point of Termination**.

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

The sidelines of said strip to be prolonged or shortened as to terminate northerly on the southerly line of said 200.00 foot wide strip of land.

**Strip #5**

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

**Beginning** at above mentioned "**Point E**";

Thence South 01°14'18" East 21.00 feet to the **Point of Termination**.

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

**Strip #6A**

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

**Beginning** at above mentioned "**Point F**";

Thence South 01°56'00" East 247.65 feet to a point hereinafter referred to as "**Point K**";

Thence continuing South 01°56'00" East 340.00 feet to a point hereinafter referred to as "**Point L**";

Thence continuing South 01°56'00" East 10.13 feet;

Thence South 43°04'00" West 49.87 feet;

Thence South 01°07'19" East 3.37 feet; to a point hereinafter referred to as "**Point M**";

Thence continuing South 01°04'50" East 11.63 feet to the **Point of Termination**.

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

**Strip #6B**

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

**Beginning** at above mentioned "Point F";

Thence North 01°56'00" West 10.00 feet;

Thence North 43°04'00" East 73.54 feet;

Thence North 01°56'00" West 47.00 feet to the southerly line of said 200.00 foot wide strip of land and the **Point of Termination**.

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

The sidelines of said strip to be prolonged or shortened as to terminate northerly on the southerly line of said 200.00 foot wide strip of land.

**Strip #7**

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

**Beginning** at above mentioned "Point G";

Thence South 01°56'00" East 21.00 feet to the **Point of Termination**.

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

**Strip #8**

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

**Beginning** at above mentioned "Point H";

Thence North 07°15'13" West 98.66 feet to the southerly line of said 200.00 foot wide strip of land and the **Point of Termination**.

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



The sidelines of said strip to be prolonged or shortened as to terminate northerly on the southerly line of said 200.00 foot wide strip of land.

**Strip #9**

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

**Beginning at above mentioned "Point I";**

**Thence South 07°15'13" East 21.00 feet to the Point of Termination.**

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

**Strip #10**

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

**Beginning at above mentioned "Point I";**

**Thence South 02°07'10" East 20.99 feet to the Point of Termination.**

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

**Strip #11**

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

**Beginning at above mentioned "Point K";**

**Thence North 88°04'00" East 20.67 feet to the Point of Termination.**

Excepting therefrom that portion lying within the hereinabove described **Strip #6A.**

**Strip #12**

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

**Beginning at above mentioned "Point L";**

Thence North 88°04'00" East 22.88 feet to the Point of Termination.

Excepting therefrom that portion lying within the hereinabove described Strip #6A.

**Strip #13**

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

Beginning at above mentioned "Point M";

Thence South 89°13'02" West 21.00 feet to the Point of Termination.

Excepting therefrom that portion lying within the hereinabove described Strip #6A.

The above described strips of land contain 66,036 sq. ft. (1.52 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 grid distances. Ground distances may be obtained by dividing grid distances by the average combination factor of 0.99995292

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

Prepared under the direction of:

*Clifford A. Simental*

Clifford A. Simental, PLS 5022

*July 17, 2013*

Date

