

ORDINANCE NO. 183101

An Ordinance approving Resolution No. 25273 of the Board of Airport Commissioners of the City of Los Angeles consenting to the granting by the City of Los Angeles to Southern California Edison Company of a non-exclusive Easement for overhead and underground electrical power facilities 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 overhead and underground electrical power facilities consisting of electrical supply system and communication system facilities and appurtenances thereto at LA/Ontario International Airport in the City of Ontario, from the City of Los Angeles (hereinafter referred to as the "Grantor") to the Southern California Edison Company (hereinafter referred to as the "Grantee"), as set forth in Resolution No. 25273 of the Board of Airport Commissioners, attached to this ordinance as Exhibit "B" hereof, in order to construct, use, maintain, operate, alter, repair, replace, reconstruct, remove and, from time to time, inspect poles, crossarms, wires, conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, and concrete pads and appurtenances and equipment necessary or useful for conveying electrical energy and for transmitting intelligence by electrical means.

Sec. 2. That Resolution No. 25273 (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 Southern California Edison Company 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 before undertaking any emergency and non-emergency work in secured (restricted) areas inaccessible to the general public, Grantee will give proper advance notice to the Ontario Airport Manager, or his designee(s). The Grantee expressly agrees for itself, its successors and assigns that it will use its best efforts to ensure that such work shall not interfere with the operation of

Airport, its tenants and/or the travelling public. The Grantee expressly agrees, for itself, its successors and assigns, that it will have the right to excavate, trim and cut roots or limbs which may endanger or interfere with their electric systems; however, in making any excavation upon this Easement, the Grantee shall make the same in such manner as will cause the least injury to trees, vegetation and surface of the ground and shall replace the earth so removed by it and restore the surface of the ground to as near as the same condition as it was prior the excavation. The Grantee expressly agrees, for itself, its successors and assigns, that Grantee may not sell this Easement, or any right, privilege or interest without the prior written consent of the Executive Director and shall be a material breach of this Easement. The Grantee expressly agrees for itself, its successors and assigns that upon expiration of the duty and obligation of Grantee to supply electrical facilities 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.


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 JUN 04 2014.

HOLLY L. WOLCOTT, Interim City Clerk

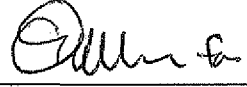
By  Deputy

Approved 6/11/14

 Mayor

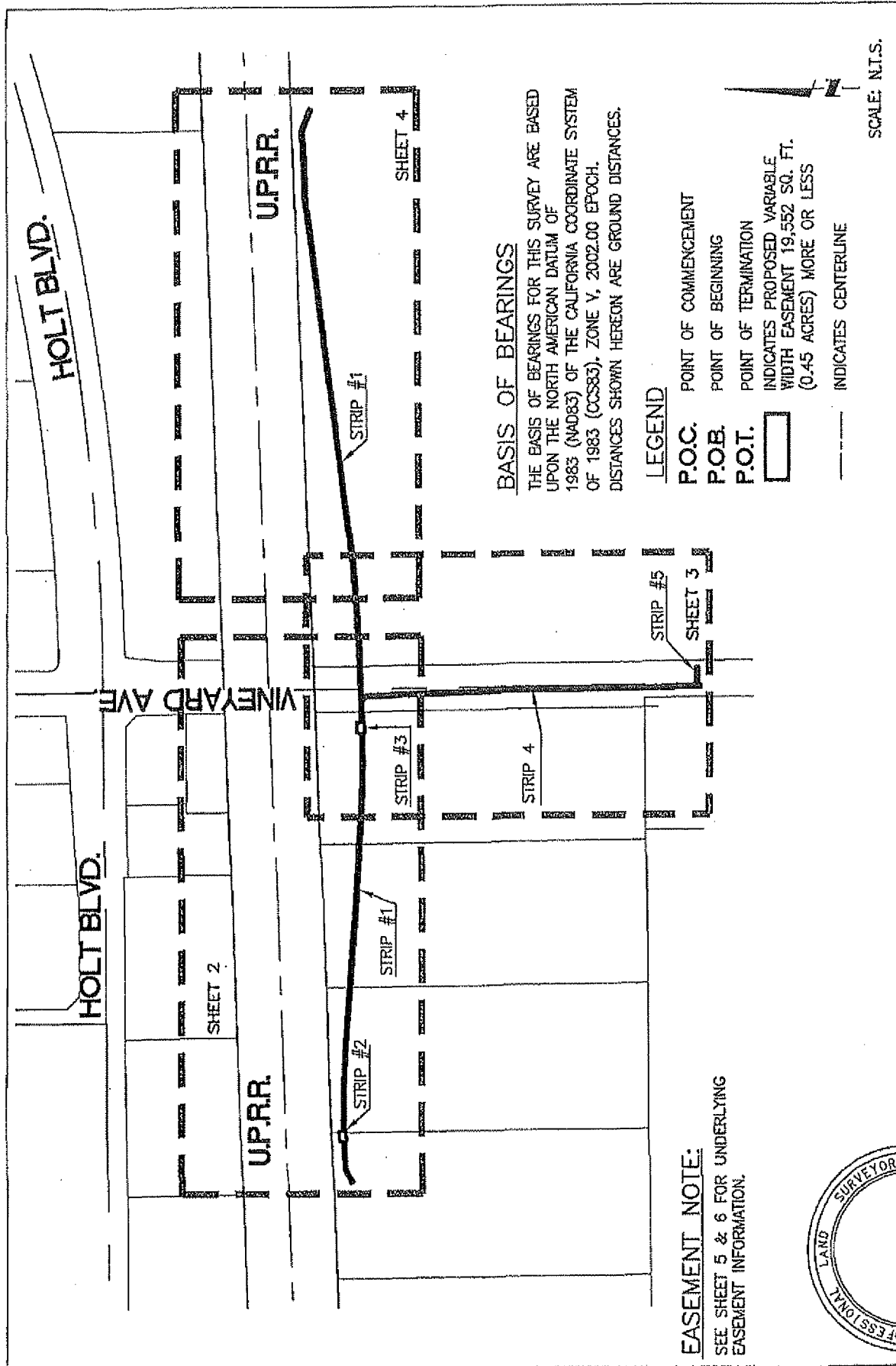
Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
BRIAN C. OSTLER
Deputy City Attorney

Date 4/2/14

File No. 13-1699

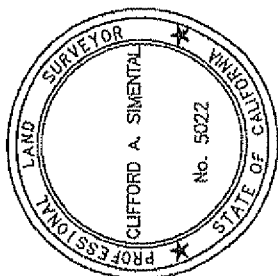


BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83) OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE V, 2002.00 EPOCH. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 P.O.T. POINT OF TERMINATION
 [Symbol] INDICATES PROPOSED VARIABLE WIDTH EASEMENT 19,552 SQ. FT. (0.45 ACRES) MORE OR LESS
 [Symbol] INDICATES CENTERLINE

SCALE: N.T.S.

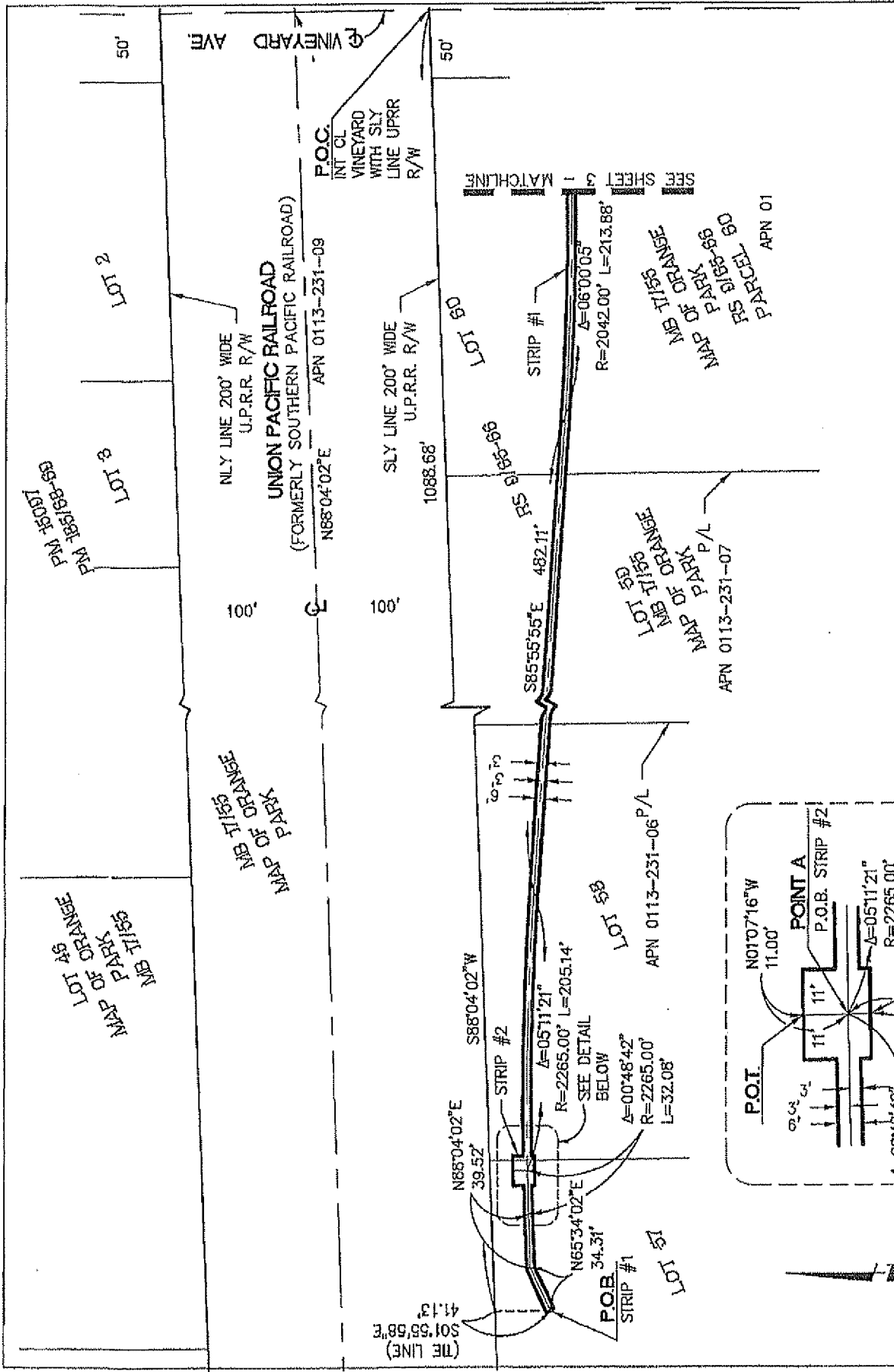
EASEMENT NOTE:
 SEE SHEET 5 & 6 FOR UNDERLYING EASEMENT INFORMATION.



THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

Clifford A. Simental
 CLIFFORD A. SIMENTAL
 DATE 9/6/13

| | | |
|--|--|---|
| EXHIBIT "B" ELECTRICAL EASEMENT | SHEET 1 OF 6 | SCALE N.T.S. DRAFTED JRR CHECKED SMS DATE AUG. 05, 2013 JOB NUMBER 4HDE010500 |
| | P S O M A S 1500 Iowa Avenue, Suite 210 Riverside, Ca 92507 (951) 787-9421 www.psomass.com | |



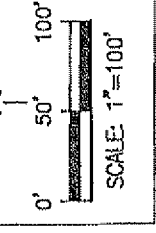
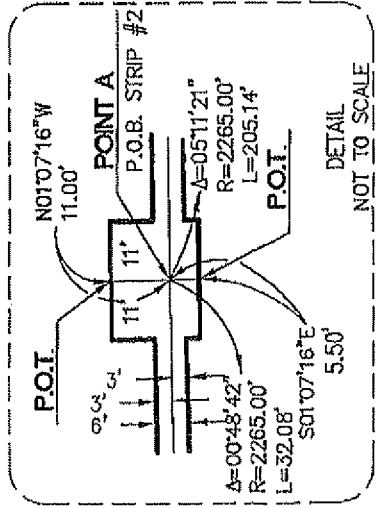
| |
|------------------------|
| SCALE 1" = 100' |
| DRAFTED JRR |
| CHECKED SMS |
| DATE AUG. 05, 2013 |
| JOB NUMBER 4-HDR010500 |

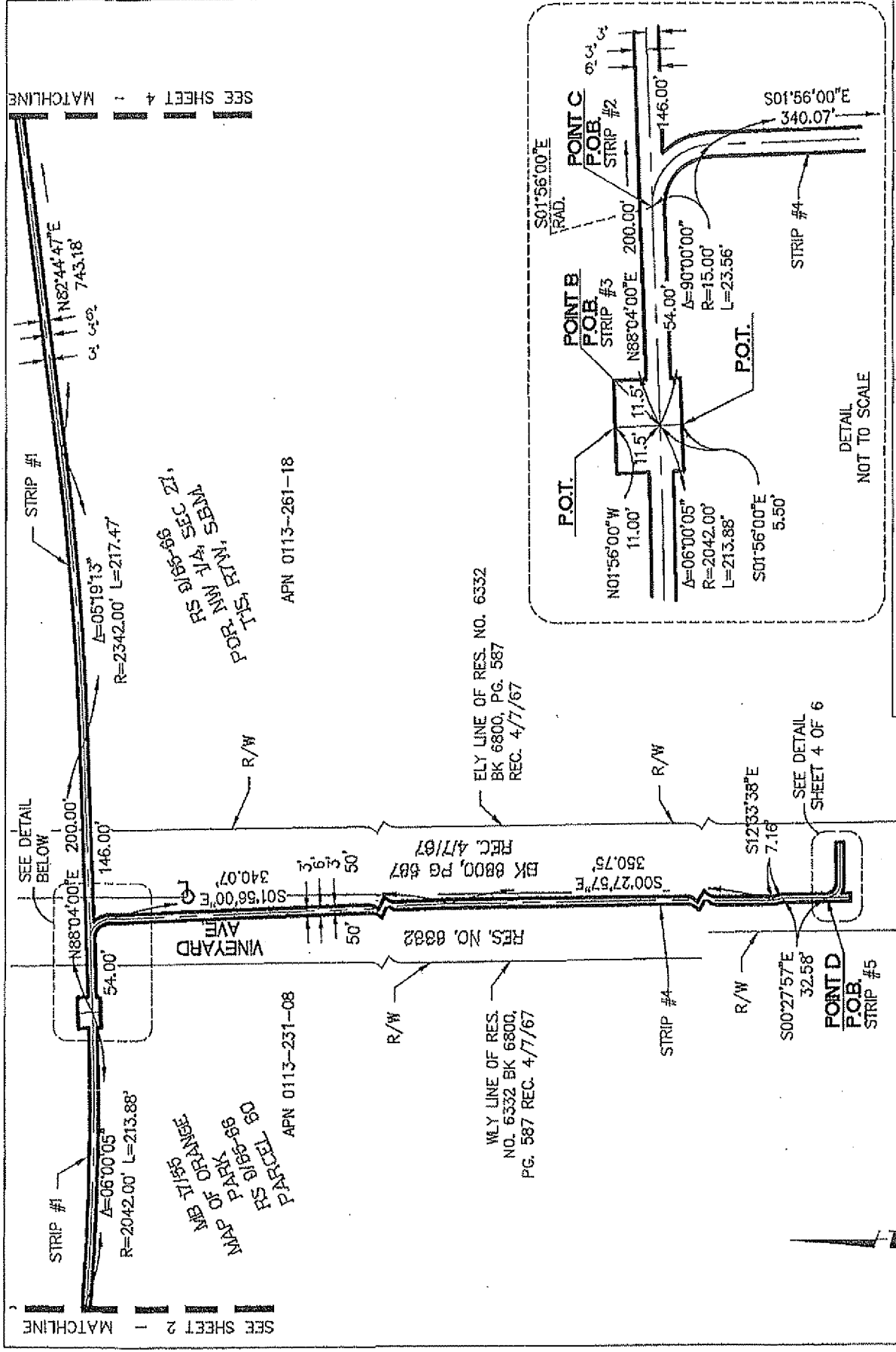
SHEET 2 OF 6

P S O M A S
 1500 Iowa Avenue, Suite 210
 Riverside, Ca 92507
 (951) 787-8423 www.psomos.com

EXHIBIT "B"

ELECTRICAL EASEMENT





SEE SHEET 2 - MATCHLINE

SEE SHEET 4 - MATCHLINE

MAP OF ORANGE
 TOWN OF ORANGE
 PG. 8185-86
 RES. 8185-86

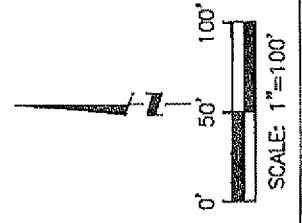
FOR THE TOWN OF ORANGE
 RES. 8185-86
 PG. 8185-86
 SEC. 21,
 T. 15N. R. 14E. S. 14E.

APN 0113-231-08

APN 0113-261-18

WLY LINE OF RES.
 NO. 6332 BK 6800,
 PG. 587 REC. 4/7/67

ELY LINE OF RES. NO. 6332
 BK 6800, PG. 587
 REC. 4/7/67



| | |
|------------|---------------|
| SCALE | 1" = 100' |
| DRAFTED | JRR |
| CHECKED | SMS |
| DATE | AUG. 05, 2013 |
| JOB NUMBER | 4HD-R010500 |

SHEET 3 OF 6

P S O M A S
 1500 Lava Avenue, Suite 210
 Riverside, Ca 92507
 (951) 757-8421 www.psomaz.com

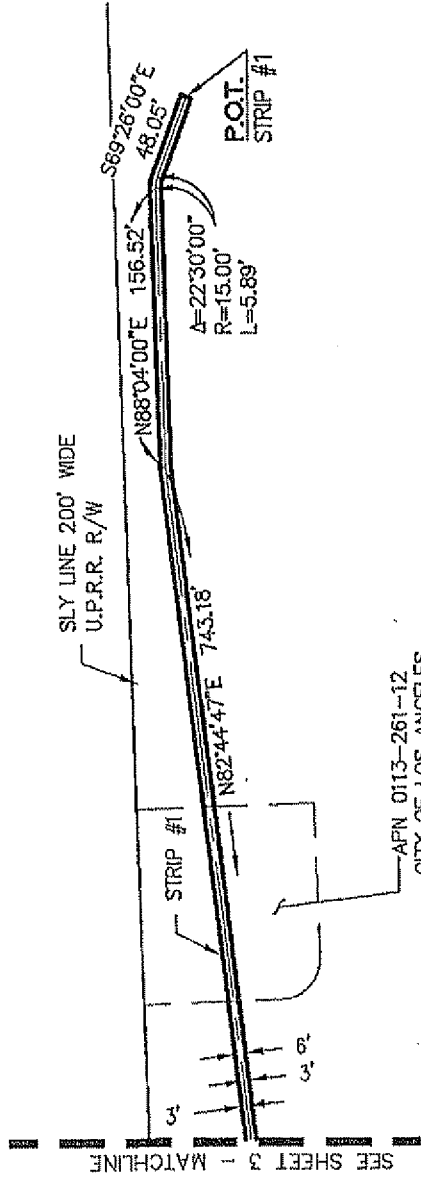
EXHIBIT "B"
ELECTRICAL EASEMENT

DETAIL
 NOT TO SCALE

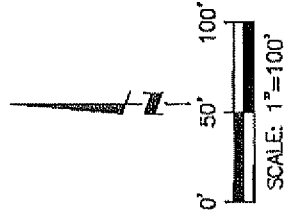
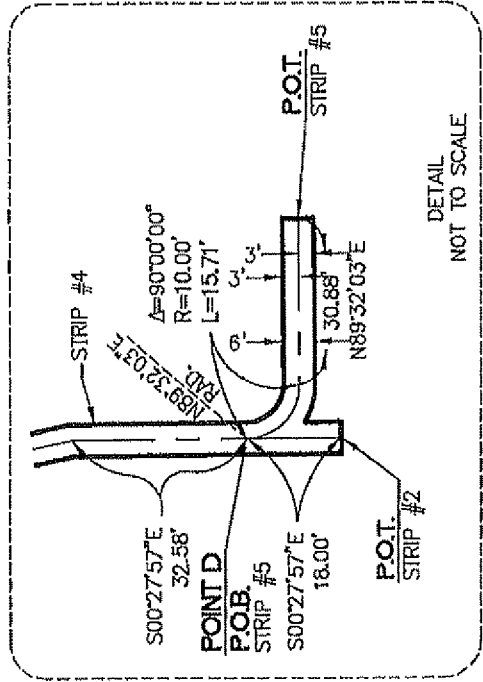
SEE DETAIL
 SHEET 4 OF 6

SEE DETAIL
 SHEET 4 OF 6

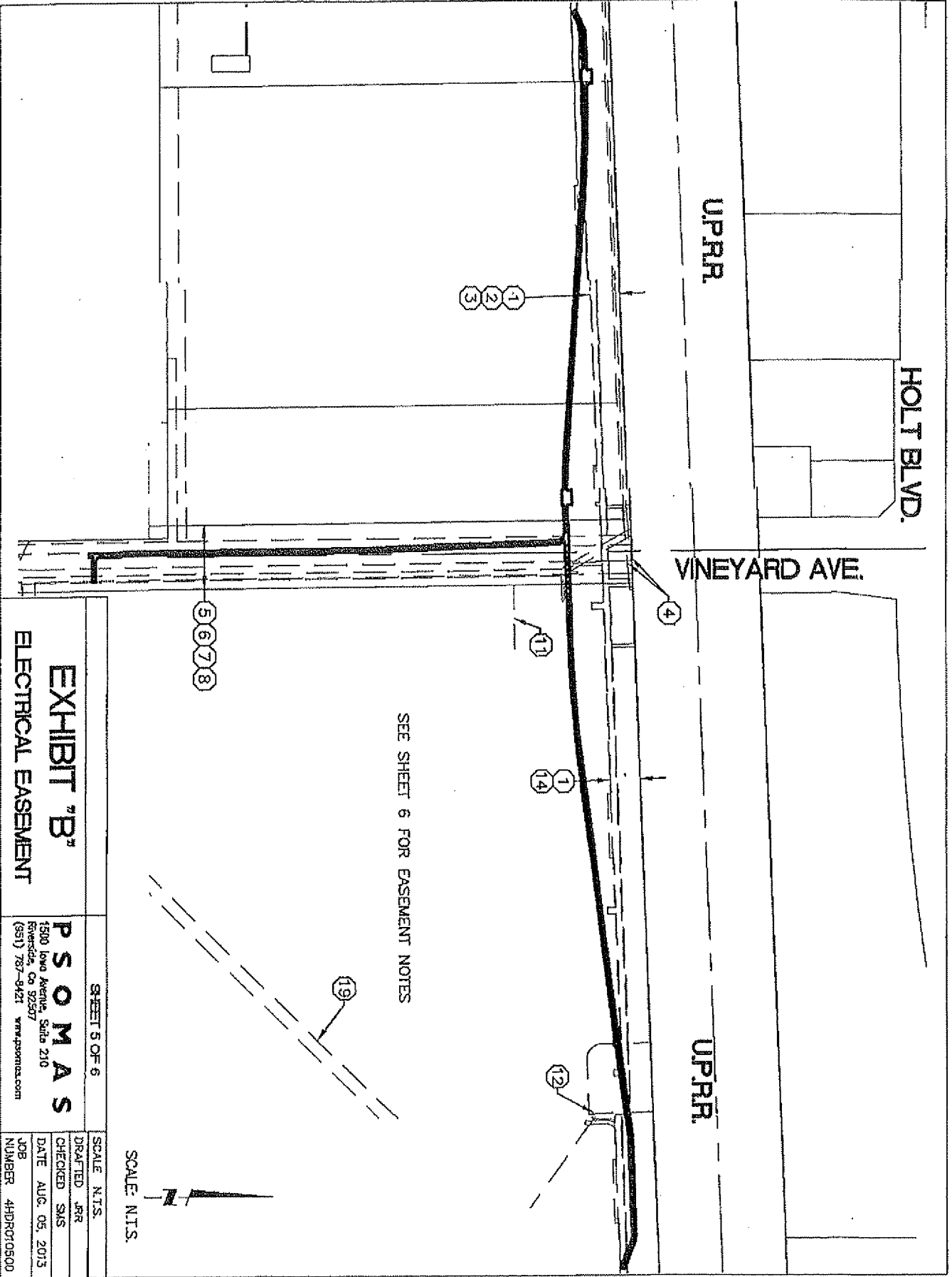
UNION PACIFIC RAILROAD
(FORMERLY SOUTHERN PACIFIC RAILROAD)



APN 0113-261-18
PORT ANGELES
TIES FROM
SEC 21.



| | |
|---|-----------------------|
| SHEET 4 OF 6 | SCALE 1" = 100' |
| P S O M A S | DRAFTED JRR |
| 1500 Iowa Avenue, Suite 210 Irvine, Ca 92614 | CHECKED SMS |
| (951) 787-8421 www.psom.com | DATE AUG. 05, 2013 |
| ELECTRICAL EASEMENT | JOB NUMBER 4HDR01Q5C0 |



HOLT BLVD.

UPRR

VINEYARD AVE.

UPRR

1
2
3

4

11

1
14

12

5
6
7
8

19

SEE SHEET 6 FOR EASEMENT NOTES

SCALE: N.T.S.

EXHIBIT "B"
ELECTRICAL EASEMENT

SHEET 5 OF 6

P S O M A S
1500 Iowa Avenue, Suite 210
Beverly Hills, CA 92507
(951) 787-9421 www.psonmas.com

| | |
|------------|---------------|
| SCALE | N.T.S. |
| DRAFTED | JRR |
| CHECKED | SMS |
| DATE | AUG. 05, 2013 |
| JOB NUMBER | 44DR010500 |

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:

- 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 VAR. WIDTH EASEMENT AS DESCRIBED IN GRANT DEED REC. 02/09/01, AS INST. NO. 20010050060, ELEC.
- ⑭ 20' WIDE EASEMENT AS DESCRIBED IN GRANT DEED REC. 04/01/85, INST. 85-157921, O.R. SEWER



SCALE: N.T.S.

| | | |
|--|--|-----------------------|
| SHEET 6 OF 6 | | SCALE N.T.S. |
| EXHIBIT "B" ELECTRICAL EASEMENT | P S O M A S | DRAFTED JRR |
| | 1500 Inver Avenue, Suite 210 Riverside, Ca 92507 (951) 787-8421 www.psonas.com | CHECKED SMS |
| | | DATE AUG. 05, 2013 |
| | | JOB NUMBER 4HDR010500 |

Polyline Report

Mon Aug 05 10:43:29 2013

STRIP 1:

| Northing | Easting | Bearing | Distance |
|---|------------|---------------|----------|
| 1845238.75 | 6679489.13 | S 88°04'02" W | 1088.68 |
| 1845202.03 | 6678401.08 | S 01°55'58" E | 41.13 |
| 1845160.93 | 6678402.46 | N 65°34'02" E | 34.31 |
| 1845175.12 | 6678433.70 | N 88°04'02" E | 39.52 |
| 1845176.45 | 6678473.20 | | |
| Radius: 2265.00 Chord: 32.08 Degree: 2.3147 Dir: Right | | | |
| Length: 32.08 Delta: 0.4842 Tangent: 16.04 | | | |
| Chord BRG: N 88°28'23" E Rad-In: S 01°55'58" E Rad-Out: S 01°07'16" E | | | |
| Radius Point: 1842912.74,6678549.58 | | | |
| 1845177.31 | 6678505.27 | | |
| Radius: 2265.00 Chord: 205.07 Degree: 2.3147 Dir: Right | | | |
| Length: 205.14 Delta: 5.1121 Tangent: 102.64 | | | |
| Chord BRG: S 88°31'35" E Rad-In: S 01°07'16" E Rad-Out: S 04°04'05" W | | | |
| Radius Point: 1842912.74,6678549.58 | | | |
| 1845172.03 | 6678710.27 | S 85°55'55" E | 482.11 |
| 1845137.83 | 6679191.16 | | |
| Radius: 2042.00 Chord: 213.79 Degree: 2.4821 Dir: Left | | | |
| Length: 213.88 Delta: 6.0005 Tangent: 107.04 | | | |
| Chord BRG: S 88°55'57" E Rad-In: N 04°04'05" E Rad-Out: N 01°56'00" W | | | |
| Radius Point: 1847174.69,6679336.03 | | | |
| 1845133.85 | 6679404.91 | N 88°04'00" E | 54.00 |
| 1845135.67 | 6679458.88 | N 88°04'00" E | 146.00 |
| 1845140.60 | 6679604.80 | | |
| Radius: 2342.00 Chord: 217.39 Degree: 2.2647 Dir: Left | | | |
| Length: 217.47 Delta: 5.1913 Tangent: 108.81 | | | |
| Chord BRG: N 85°24'24" E Rad-In: N 01°56'00" W Rad-Out: N 07°15'13" W | | | |
| Radius Point: 1847481.26,6679525.79 | | | |
| 1845158.01 | 6679821.49 | N 82°44'47" E | 743.18 |
| 1845251.84 | 6680558.73 | N 88°04'00" E | 156.52 |
| 1845257.12 | 6680715.16 | | |
| Radius: 15.00 Chord: 5.85 Degree: 0.5819 Dir: Right | | | |
| Length: 5.89 Delta: 22.3000 Tangent: 2.98 | | | |
| Chord BRG: S 80°41'00" E Rad-In: S 01°56'00" E Rad-Out: S 20°34'00" W | | | |
| Radius Point: 1845242.13,6680715.66 | | | |
| 1845256.17 | 6680720.93 | S 69°26'00" E | 48.05 |
| 1845239.29 | 6680765.92 | | |

Closure Error Distance> 1276.7904 Error Bearing> S 89°58'32" W
 Closure Precision> 1 in 2.7 Total Distance> 3507.96
 Area not calculated because polyline not closed

STRIP 2 (north):

| Northing | Easting | Bearing | Distance |
|------------|------------|---------|----------|
| 1845177.31 | 6678505.27 | | |

4HDR_LAWA_Elec.txt
N 01°07'16" W 11.00

1845188.31 6678505.05

Closure Error Distance> 11.0000 Error Bearing> S 01°07'16" E
Closure Precision> 1 in 1.0 Total Distance> 11.00
Area not calculated because polyline not closed

STRIP 2 (south):

| Northing | Easting | Bearing | Distance |
|----------|---------|---------|----------|
|----------|---------|---------|----------|

| | | | |
|------------|------------|---------------|------|
| 1845177.31 | 6678505.27 | S 01°07'16" E | 5.50 |
|------------|------------|---------------|------|

| | | | |
|------------|------------|--|--|
| 1845171.81 | 6678505.37 | | |
|------------|------------|--|--|

Closure Error Distance> 5.5000 Error Bearing> N 01°07'16" W
Closure Precision> 1 in 1.0 Total Distance> 5.50
Area not calculated because polyline not closed

STRIP 3 (north):

| Northing | Easting | Bearing | Distance |
|----------|---------|---------|----------|
|----------|---------|---------|----------|

| | | | |
|------------|------------|---------------|-------|
| 1845133.85 | 6679404.91 | N 01°56'00" W | 11.00 |
|------------|------------|---------------|-------|

| | | | |
|------------|------------|--|--|
| 1845144.84 | 6679404.54 | | |
|------------|------------|--|--|

Closure Error Distance> 11.0000 Error Bearing> S 01°56'00" E
Closure Precision> 1 in 1.0 Total Distance> 11.00
Area not calculated because polyline not closed

STRIP 3 (north):

| Northing | Easting | Bearing | Distance |
|----------|---------|---------|----------|
|----------|---------|---------|----------|

| | | | |
|------------|------------|---------------|------|
| 1845133.85 | 6679404.91 | S 01°56'00" E | 5.50 |
|------------|------------|---------------|------|

| | | | |
|------------|------------|--|--|
| 1845128.35 | 6679405.10 | | |
|------------|------------|--|--|

Closure Error Distance> 5.5000 Error Bearing> N 01°56'00" W
Closure Precision> 1 in 1.0 Total Distance> 5.50
Area not calculated because polyline not closed

STRIP 4:

Polyline Report

Mon Aug 05 10:50:49 2013

| Northing | Easting | Bearing | Distance |
|----------|---------|---------|----------|
|----------|---------|---------|----------|

| | | | |
|---------------------------|-----------------------|------------------------|------------|
| 1845135.67 | 6679458.88 | | |
| Radius: 15.00 | Chord: 21.21 | Degree: 0.5819 | Dir: Right |
| Length: 23.56 | Delta: 90.0000 | Tangent: 15.00 | |
| Chord BRG: S 46°56'00" E | Rad-In: S 01°56'00" E | Rad-Out: S 88°04'00" W | |
| Radius Point: 1845120.68, | 6679459.39 | | |

| | | | |
|------------|------------|---------------|--------|
| 1845121.19 | 6679474.38 | S 01°56'00" E | 340.07 |
|------------|------------|---------------|--------|

| | | | |
|------------|------------|---------------|--------|
| 1844781.31 | 6679485.85 | S 00°27'57" E | 350.75 |
|------------|------------|---------------|--------|

| | | | |
|------------|------------|---------------|------|
| 1844430.57 | 6679488.70 | S 12°33'38" E | 7.16 |
|------------|------------|---------------|------|

| | | | |
|------------|------------|---------------|-------|
| 1844423.58 | 6679490.26 | S 00°27'57" E | 32.58 |
|------------|------------|---------------|-------|

| | | | |
|------------|------------|--|--|
| 1844391.00 | 6679490.53 | | |
|------------|------------|--|--|

4HDR_LAWA_Elec.txt
S 00°27'57" E 18.00

1844373.01 6679490.67

Closure Error Distance> 763.3283 Error Bearing> N 02°23'12" W
Closure Precision> 1 in 1.0 Total Distance> 772.12
Area not calculated because polyline not closed

STRIP 5:

| Northing | Easting | Bearing | Distance |
|----------|---------|---------|----------|
|----------|---------|---------|----------|

1844391.00 6679490.53

Radius: 10.00 Chord: 14.14 Degree: 0.5728 Dir: Left

Length: 15.71 Delta: 90.0000 Tangent: 10.00

Chord BRG: S 45°27'57" E Rad-In: N 89°32'03" E Rad-Out: N 00°27'57" W

Radius Point: 1844391.09,6679500.52

1844381.09 6679500.61

N 89°32'03" E 30.88

1844381.34 6679531.48

Closure Error Distance> 42.0832 Error Bearing> N 76°43'10" W
Closure Precision> 1 in 1.1 Total Distance> 46.59
Area not calculated because polyline not closed



Los Angeles
World Airports

CONFORMED COPY

BOARD FILE NO. 609.2 x 1997.2
ONT-8770

RESOLUTION NO. 25273

LAX
LA/Ontario
Van Nuys
City of Los Angeles

BE IT RESOLVED that the Board of Airport Commissioners approved two (2) 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 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 execute documents, upon approval as to form by the City Attorney, 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

Sean O. Burton
President
Valeria C. Velasco
Vice President

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

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

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 385.

oOo

I hereby certify that this Resolution No. 25273 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Monday, December 2, 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:

Southern California Edison Company
2131 Walnut Grove Avenue
GO3 - 2nd Floor
Rosemead, CA 91770
Attention: Title and Real Estate Services

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND SOUTHERN CALIFORNIA EDISON COMPANY
COVERING OVERHEAD AND UNDERGROUND ELECTRIC POWER FACILITIES AT
ONTARIO INTERNATIONAL AIRPORT

The CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a Corporation (hereinafter "Grantee"), a non-exclusive easement ("Easement") covering certain electric power facilities consisting of overhead and underground electrical supply system and communication system and associated poles, crossarms, wires, conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electrical energy and for transmitting intelligence by electrical means (all collectively referred to herein as "Facilities"), in, 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 said Easement to construct, use, maintain, operate, alter, repair, replace, reconstruct, remove and, from time to time, inspect 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, except that Grantor agrees for itself, and its assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures on the hereinbefore-described Easement area without prior approvals from Grantee, which approval shall not be unreasonably withheld.

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 will 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) 937-2730, or such other telephone number as may be indicated in writing to Grantee.

Before undertaking any emergency or non-emergency work within unsecured areas inaccessible 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 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 and its contractors, agents and employees, shall have the right to trim and cut such roots and limbs as may endanger or interfere with said electric systems and shall have access to said systems and every part thereof, subject to the provisions of this Easement Agreement for the purpose of exercising the rights herein granted provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such

a manner as will cause the least injury to trees, vegetation and surface of the ground around such trimming and/or excavation and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

6. 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. Additional costs for airfield insurance shall be paid by that person, firm or corporation that benefit from the work.

To satisfy the requirements of this Section 6, Grantee may provide Grantor with a statement of self-insurance or self-assumption as is customary in the industry. Acceptability of evidence to self-insurance will be subject to review and approval by Grantor's Executive Director whose approval shall not be unreasonably withheld.

7. Relocation or removal of any of Grantee's Facilities, when required and requested by Grantor, shall be done at no expense to Grantee. Instead, the expense shall be paid by the Grantor, or the person, firm or corporation that benefits from such relocation or removal; or said expense shall be a joint and several obligation of Grantor, person, firm or corporation deriving benefits from such relocation or removal. In the event of such relocation or removal, Grantor agrees to grant Grantee a new easement at a new location in, along, under, across, over or through the property of Grantor for Grantee's Facilities, if such are required by Grantor.

8. Grantee, by the acceptance of this Easement, agrees that in the event the electric service for which said systems 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 electric service or electric energy from said systems, 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.

9. Grantor agrees not to revoke this Easement agreement so long as Grantee is under a duty or obligation to provide electrical service to Grantor or Grantee's customers from the underground and overhead 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 electrical facilities 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.

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

11. The Easement granted herein is specific to Grantee. This Easement, or any right, privilege or interest therein, shall not be conveyed, transferred or assigned by Grantee to any entity other than to an electrical utility regulated by the California Public Utilities Commission without the prior written consent of the Executive Director, whose consent will not be unreasonably withheld. Provided, however, that in the event of any such conveyance, transfer or assignment to any entity regulated by the California Public Utility Commission, Grantee will first notify Grantor in writing of such conveyance, transfer or assignment. Further provided, that Grantee may not sell this Easement, or any right, privilege or interest therein, without the prior written consent of the Executive Director, whose consent will not be unreasonably withheld. Any purported sale, conveyance, transfer or assignment by Grantee of the Easement, or any right, privilege or interest therein, which is not consistent with this paragraph, shall be a material breach of the Easement Agreement, and shall be void and of no effect.

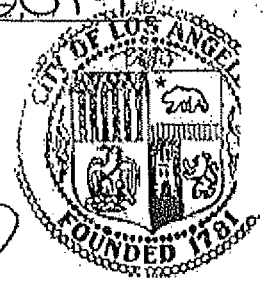
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
this 3rd day of February, in the year 2014

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

Date: 12/5/13
By: [Signature]
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

By: [Signature]
Executive Director
Department of Airports



The forgoing Easement Agreement is hereby accepted this 1st day of
November, in the year 2013.

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

By: [Signature]
Deputy



SOUTHERN CALIFORNIA EDISON COMPANY

By: *Dino J. Labanca*

Print Name: DINO J. LABANCA

Print Title: MANAGER, REAL PROPERTIES

State of California)

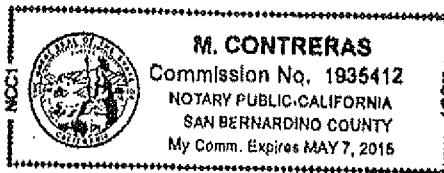
County of Los Angeles)

On November 1, 2013 before me, M. Contreras, a Notary Public, personally appeared Dino J. Labanca, 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 *[Handwritten Signature]*



State of California)

County of _____)

On _____ before me, _____, a Notary Public, 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 _____

EXHIBIT 'A'

ELECTRICAL 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 6.00 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 1088.68 feet;

Thence South 01°55'58" East 41.13 feet to the Point of Beginning;

Thence North 65°34'02" East 34.31 feet;

Thence North 88°04'02" East 39.52 feet to the beginning of a curve concave southerly having a radius of 2265.00 feet;

Thence easterly along said curve an arc length of 32.08 feet through a central angle of 00°48'42" to a point hereinafter referred to as "Point A";

Thence continuing along said curve an arc length of 205.14 feet through a central angle of 05°11'21";

Thence South 85°55'55" East 482.11 feet to the beginning of a curve concave northerly having a radius of 2042.00 feet;

Thence easterly along said curve an arc length of 213.88 feet through a central angle of 06°00'05" to a point hereinafter referred to as "Point B";

Thence North 88°04'00" East 54.00 feet to a point hereinafter referred to as "Point C";

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Thence continuing North $88^{\circ}04'00''$ East 146.00 feet to the beginning of a curve concave northerly having a radius of 2342.00 feet;

Thence easterly along said curve an arc length of 217.47 feet through a central angle of $05^{\circ}19'13''$;

Thence North $82^{\circ}44'47''$ East 743.18 feet;

Thence North $88^{\circ}04'00''$ East 156.52 feet to the beginning of a curve concave southerly having a radius of 15.00 feet;

Thence easterly along said curve an arc length of 5.89 feet through a central angle of $22^{\circ}30'00''$;

Thence South $69^{\circ}26'00''$ East 48.05 feet to the **Point of Termination**.

Strip #2:

Being a strip of land 22.00 feet wide, the centerline of said strip more particularly described as follows:

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

Thence North $01^{\circ}07'16''$ West 11.00 feet to the **Point of Termination**.

Together with a strip of land 22.00 feet wide, the centerline of said strip more particularly described as follows;

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

Thence South $01^{\circ}07'16''$ East 5.50 feet to the **Point of Termination**.

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

Strip #3:

Being a strip of land 23.00 feet wide, the centerline of said strip more particularly described as follows:

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

Thence North $01^{\circ}56'00''$ West 11.00 feet to the **Point of Termination**.

Together with a strip of land 23.00 feet wide, the centerline of said strip more particularly described as follows;

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

Thence South $01^{\circ}56'00''$ East 5.50 feet to the **Point of Termination**.

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

Strip #4:

Being a strip of land 6.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above mentioned "**Point C**", said point being the beginning of a curve concave southwesterly having a radius of 15.00 feet, a radial line from said beginning bears South 01°56'00" East;

Thence southeasterly along said curve an arc length of 23.56 feet through a central angle of 90°00'00";

Thence South 01°56'00" East 340.07 feet;

Thence South 00°27'57" East 350.75 feet;

Thence South 12°33'38" East 7.16 feet;

Thence South 00°27'57" East 32.58 feet to a point hereinafter referred to as "**Point D**";

Thence continuing South 00°27'57" East 18.00 feet to the **Point of Termination**.

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

Strip #5:

Being a strip of land 6.00 feet wide, the centerline of said strip more particularly described as follows:

Beginning at above mentioned "**Point D**", said point also being the beginning of a curve concave northeasterly having a radius of 10.00 feet, a radial line from said beginning bears North 89°32'03" East;

Thence southeasterly along said curve an arc length of 15.71 feet through a central angle of 90°00'00";

Thence North 89°32'03" East 30.88 feet to the **Point of Termination**.

Excepting therefrom that portion lying within the hereinabove described **Strip #4**.

The above described parcel contains 19,552 square feet (0.45 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
Clifford A. Simental, PLS 5022

AUG. 6, 2013
Date

