

ORDINANCE NO. \_\_\_\_\_

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of property located at 5651 West 96<sup>th</sup> Street, Los Angeles, California 90045 and bearing Assessor's Parcel Number 4125-021-025.

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

Section 1. The City Council of the City of Los Angeles hereby approves, ratifies and makes the findings and authorizations set forth in Resolution No. 26408 (Resolution) adopted by the Board of Airport Commissioners (the Board) of Los Angeles World Airports (LAWA).

Sec. 2. The City Council finds and determines that:

- a. LAWA is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
- b. The interests in real property to be acquired consist of easements as set forth in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference, and a portion of the immovable fixtures and equipment located therein consisting of one monument sign (collectively, the Subject Property). The Subject Property is located within the City Los Angeles, County of Los Angeles, State of California.
- c. The public use for which the Subject Property is being acquired is the Landside Access Modernization Program, a public project designed to improve and modernize access to the Los Angeles International Airport (Project).
- d. Pursuant to Code of Civil Procedure Sections 1240.610 and 1240.510, to the extent that the Subject Property is already devoted to a public use, the use to which the Subject Property is to be acquired under the Resolution is a more necessary public use than the use to which the Subject Properties are already devoted; or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Properties are already devoted.
- e. The notice of intention to approve the Resolution was given by first class mail to the person whose property is to be acquired by eminent domain in accordance with Code of Civil Procedure Section 1245.235, and a hearing was conducted by the City Council on the matters contained herein.

Sec. 3. The City Council further finds and determines that:

- a. The environmental impacts of the Project were evaluated in the previously adopted EIR ENV-2016-3391-EIR (Resolution No. 26185) for the Project; and, therefore, the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines.
- b. The taking of the Subject Property is authorized by, *inter alia*, Section 19, Article I of the California Constitution; Sections 37350.5 and 40404(f) of the California Government Code; Public Utilities Code Section 21661.6; the Los Angeles City Charter Section 632(c); California Code of Civil Procedure Section 1230.010, et seq.; and all other applicable law as set forth herein.

Sec. 4. The City Council further finds and determines that:

- a. The public interest and necessity require the Project.
- b. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- c. The Subject Property sought to be acquired by eminent domain and described in the Resolution is necessary for the proposed Project.
- d. The offer required by Government Code Section 7267.2(a), together with the accompanying statement and summary of the basis for the amount established as just compensation, was actually made to the owners and was in a form and contained all of the factual information required by Government Code Section 7267.2(a).
- e. The requisite environmental review of the Project has been completed in accordance with CEQA.

Sec. 5. The City Council approves the Resolution and the exercise of eminent domain by LAWA in accordance with Charter Section 632(c).

Sec. 6. The City Attorney is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain, subject to approval by the Board when required. The City Attorney is also authorized to seek and obtain Orders for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. The City Attorney may enter into Stipulated Orders for Prejudgment Possession and Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. The City Attorney is further authorized to correct any errors or agree to make any non-material changes to the legal

description of the Subject Property that are deemed necessary for the conduct of condemnation action or other proceedings or transactions required to acquire the Subject Property. The City Attorney is further authorized, subject to approval by the Board when required, to compromise and settle such eminent domain proceedings, if such negotiated settlement can be reached, and in that event, take all necessary action to complete the acquisition, including entering into stipulations as to the judgment and other matters, and to cause all such payments to be made.

Sec. 7. The Chief Financial Officer of LAWA, upon proper certification and instruction from the Chief Executive Officer and City Attorney, is authorized and directed to draw demands in the amounts necessary to make deposits of just compensation with the California State Treasurer's Office in connection with the eminent domain proceedings and/or pay the purchase price for the acquisition of the Subject Property through negotiated settlement or court judgment.

EXHIBIT A

**RECORDING REQUESTED BY and  
WHEN RECORDED MAIL TO:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4<sup>th</sup> Floor  
Los Angeles, CA 90045  
Attention: Marisa Katnich

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4125-021-025

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Grant of Aerial, Columns and Footings Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by China Airlines Ltd., a corporation organized under the laws of Taiwan, Republic of China ("Grantor"), Grantor does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and (except as otherwise expressly and specifically provided in this instrument) exclusive aerial, columns and footings easement ("Easement"), over and above, as well as (except as otherwise expressly and specifically provided in this instrument) on, under, in, within, across, along, about and through, that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "A2" and, in each case, incorporated herein by reference ("Easement Area"), together with the right to use all necessary and convenient means of access, including without limitation ingress to and egress from those portions of the Easement Area defined and/or described below in this instrument thereto as (i) the Aerial Easement Area or (ii) the Columns and Footings Easement Area, in either case, from the public street or highway most convenient thereto; provided, however, that, except as provided in the next following paragraph, the Easement Area shall be limited to the area over and above, as well as within, but shall not extend below a bottom plane which is thirty (30) feet above the ground line / grade surface of the real property (as it existed as of September 20, 2017) within the Easement Area (such portion of the Easement Area being referred to in this instrument as the "Aerial Easement Area").

Notwithstanding the foregoing, in addition to the Aerial Easement Area, the Easement Area shall also include that portion of Grantor's real property located beneath the Aerial Easement Area on, under, in, within, across, along, about, through and upon which support structures for and supporting the elevated guideway and automated people mover described below in this instrument are or may be located, including without limitation posts, columns, footings, foundations, foundation systems, other support structures and appurtenances thereto (such support structures and appurtenances, collectively, the "Columns and Footings"; and with such portion(s) of the Easement Area being referred to in this instrument as the "Columns and Footings Easement Area").

## EXHIBIT A

The Easement is for the development, redevelopment, construction, reconstruction, upgrade, building, rebuilding, installation, reinstallation, location, relocation, placement, replacement, removal, enlargement, reduction, inspection, operation, use (including public use), preservation, protection, maintenance and repair (collectively hereinafter, the "Construction, Operation and Maintenance" or the "CO&M") of the Landside Access Modernization Program (LAMP) – Automated People Mover (APM) Project ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The purposes of the Easement and Grantee's rights pursuant to this instrument and under the Easement include without limitation the Construction, Operation and Maintenance (or CO&M) of a guideway, aerial track(s) and support structure(s), an elevated passenger carrying automated train(s), trolley(s), people mover(s) or people mover equipment, rail, trolley or people mover and related foundation system(s), railroad, trolley or people mover related equipment and facilities as well as any alternative passenger carrying or people moving system(s), including without limitation commuter based rapid transit, light rail, monorail, elevated trains, trolleys or transit ways, magnetic levitation trains or similar technologies or replacement technologies of the future, and appurtenances as well as ancillary improvements and uses associated therewith, as well as incidentals thereto.

Within the Easement Area, the Easement rights granted in, under and pursuant to this instrument shall include, without limitation, the right to use the Aerial Easement Area and the Columns and Footings Easement Area for CO&M material, equipment and vehicles, as well as similar items, matters and things, together with and for pedestrian and vehicle use, access, ingress and egress purposes, including without limitation the CO&M of any and all improvements, fixtures, equipment and other facilities described in and/or contemplated by the immediately preceding paragraph of this instrument (collectively, the "Facilities"), together with any and all appurtenances pertaining thereto.

The Easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall also include the right to clear the Aerial Easement Area of any and/or all obstructions, to cut, trim and/or remove trees and/or shrubbery located in, on, about, along, over, under or otherwise affecting the Aerial Easement Area, or that may interfere with or threaten to endanger the reliability, efficiency and/or CO&M of the Project and/or the Facilities, through any reasonable means.

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Project, the Facilities or Grantee's rights under or pursuant to this instrument. Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Aerial Easement Area, including without limitation within the Columns and Footings Easement Area, so as to interfere with the safe, efficient and convenient operation of the Project and/or the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land. Grantor acknowledges and agrees that Grantee shall have the right to remove, or

## EXHIBIT A

cause to be removed any obstructions that Grantor installs, erects, creates or permits after the recording date of this instrument or the date Grantor is legally entitled to take possession of the Easement (whichever date is earlier), which interferes with or threatens to endanger the reliability, efficiency and/or CO&M of the Project and/or Facilities.

This instrument is intended to provide for and, therefore, provides for an aerial easement for the Project, with and including rights for surface post and/or column construction and footings, foundations, foundation systems, other support structures and appurtenances thereto (that is, the Columns and Footings), which aerial rights preclude, subject to the express exception set forth below, the use of the surface land area and the area above the surface land area (that is, the Aerial Easement Area and the Columns and Footings Easement Area) by the Grantor for building development or parking. Additional terms and provisions covering and/or relating to the Columns and Footings and/or the Columns and Footings Easement Area are set forth below in the next following paragraph of this instrument.

Within the Easement Area, Grantee shall be entitled to locate and place up to, but not more than, two (2) bents consisting of up to, but not more than, three (3) columns each. In connection with Grantee's use and location of Columns and Footings over, above, on, under, in, within, across, along and through the Columns and Footings Easement Area, the Easement is a (so-called) "floating" or "blanket" easement, subject to the limitations on Columns and Footings set forth in this instrument. However, as to the prohibitions and limitations on Grantor's or Grantee's use or occupancy of the Columns and Footings Easement Area, the same apply to the entirety of the Columns and Footings Easement Area, the Easement is not a floating or blanket easement and, therefore, fixing the location of the Columns and Footings (as provided below) shall not change or be in denigration or derogation of the prohibitions and limitations on the use or occupancy of the Columns and Footings Easement Area by Grantee. Grantee's support posts and/or columns (that is, the posts and/or columns that support the APM guideway) will be a maximum of twelve (12) feet in diameter, one hundred twenty (120) feet deep and extend not less than thirty (30) feet above the ground line / grade surface. The surface posts and/or columns will not be located within or block any existing driveway location (in place as of September 20, 2017) and will not impact existing vehicular, including without limitation truck, access to Grantor's real property either during or after construction. Except as expressly set forth below in the second-to-last sentence of this paragraph, Grantor's use and occupancy of the Columns and Footings Easement Area is limited as follows: Grantor's improvements shall be limited to landscaping or pavement; and, while vehicles (including without limitation trucks) are permitted to pass under the overhead Facilities comprising a part of the Project, no other or further use or occupancy of the Columns and Footings Easement Area is permitted by Grantor and any and all other uses and occupancies by Grantor are prohibited and excluded. In this regard, there shall be no parking space(s) and no parking area(s) located within the Columns and Footings Easement Area. Further in this regard, no building of combustible construction shall be constructed by Grantor over, above, on, under, in, within, across, along, about, through and upon the Columns and Footings Easement Area. Additionally, storage of hazardous and/or combustible materials by Grantor is prohibited within the Columns and Footings Easement Area. However, notwithstanding the foregoing, Grantor shall be entitled to maintain and occupy the security kiosk or guard shack as well as the related security gate(s) and/or gate system (that was in place as of September 20, 2017) located within or near (the southeastern portion of) the Columns and Footings Easement Area; and, while Grantee shall reasonably endeavor to protect such security

## EXHIBIT A

improvements in place during and/or as a result of any CO&M of the Project and/or Facilities, in the event and to the extent Grantee does not protect such security improvements in place or if Grantee in its sole and absolute discretion determines to relocate such security improvements, Grantee shall reasonably relocate and/or replace such security improvements to maintain their functional utility and the functional utility of the warehouse on the property at Grantee's sole expense. Grantor acknowledges and agrees that, as set forth above, the Easement includes rights of access from the public street or highway most convenient thereto to the Aerial Easement Area as well as the Columns and Footings Easement Area by Grantee for all purposes related to the Columns and Footings as well as the other Facilities, including without limitation the CO&M of the Project and/or the Facilities.

Grantor acknowledges and agrees that the Easement is exclusive as to the Aerial Easement Area. Additionally, Grantor acknowledges and agrees that the Easement is exclusive as to that portion of the Columns and Footings Easement Area upon which, after completion of initial development, construction, building, installation, location and/or placement of the Columns and Footings, any Facilities, including without limitation Columns and Footings or any of them, are located in their as-built or other condition. However, the Easement is non-exclusive as to those portions of the Columns and Footings Easement Area outside of the area(s) upon which Columns and Footings are located after their initial development, construction, building, installation, location and/or placement, such that (driveway) improvements and (landscaping) uses and the aforementioned security kiosk or guard shack as well as the related security gate(s) and/or gate system (subject to the provisions in the paragraph immediately above) that both do not interfere with the Easement and do not violate the terms of this instrument are permitted, including other easements to the extent, but only to the extent, such easements both do not interfere with the Easement and do not violate the terms of this instrument.

Grantor's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land and apply not only to Grantor, but also to Grantor's heirs, successors and assigns, including without limitation Grantor's officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, invitees, successors-in-interest, and all others claiming or entering Grantor's real property by, through or under Grantor, other than Grantee, Grantee's successors, assigns and successors-in-interest as well as those claiming or entering Grantor's real property by, through or under Grantee. Grantee's rights and remedies resulting from Grantor's obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantee, but also in Grantee's successors and assigns, including without limitation Grantee's successors-in-interest and those claiming or entering Grantor's real property by, through or under Grantee, including without limitation Grantee's officers, directors, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees, including without limitation passengers, patrons and others occupying, using, or performing or providing for CO&M of, for or with respect to the Project and/or the Facilities.

**EXHIBIT A**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

CHINA AIRLINES LTD,  
a corporation organized under the laws of Taiwan,  
Republic of China

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**AERIAL, COLUMNS AND FOOTINGS EASEMENT**

THAT PORTION OF LOT 3 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING (POB) AT THE SOUTHWEST CORNER OF SAID LOT 3, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF 96<sup>TH</sup> STREET;**

**THENCE, DEPARTING SAID 96<sup>TH</sup> STREET NORTHERLY RIGHT OF WAY LINE, NORTH 1°16'37" EAST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 2.25 FEET;**

**THENCE ALONG A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.25 FEET, MEASURED AT RIGHT ANGLES, FROM SAID 96<sup>TH</sup> STREET NORTHERLY RIGHT OF WAY LINE, SOUTH 89°49'06" EAST A DISTANCE OF 31.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,110.00 FEET;**

**THENCE NORTHEASTERLY A DISTANCE OF 56.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°55'28" TO A NON-TANGENT LINE, A RADIAL THROUGH SAID POINT BEARS SOUTH 2°44'34" EAST;**

**THENCE NORTH 78°29'55" EAST A DISTANCE OF 230.55 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3;**

**THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 3, SOUTH 33°01'24" WEST A DISTANCE OF 98.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID 96<sup>TH</sup> STREET HAVING A RADIUS OF 200.00 FEET, SAID POINT IS ALSO THE SOUTHERNMOST CORNER OF SAID LOT 3 AND A RADIAL THROUGH SAID POINT BEARS NORTH 33°01'23" EAST;**

**THENCE NORTHWESTERLY AN ARC DISTANCE OF 114.64 FEET ALONG SAID 96<sup>TH</sup> STREET RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 32°50'29";**

**THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID 96<sup>TH</sup> STREET, NORTH 89°49'06" WEST A DISTANCE OF 151.73 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 0.160 ACRES OR 6,952.34 SQUARE FEET, MORE OR LESS.**

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

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

PREPARED UNDER MY SUPERVISION:



JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-18

9-22-17  
DATE

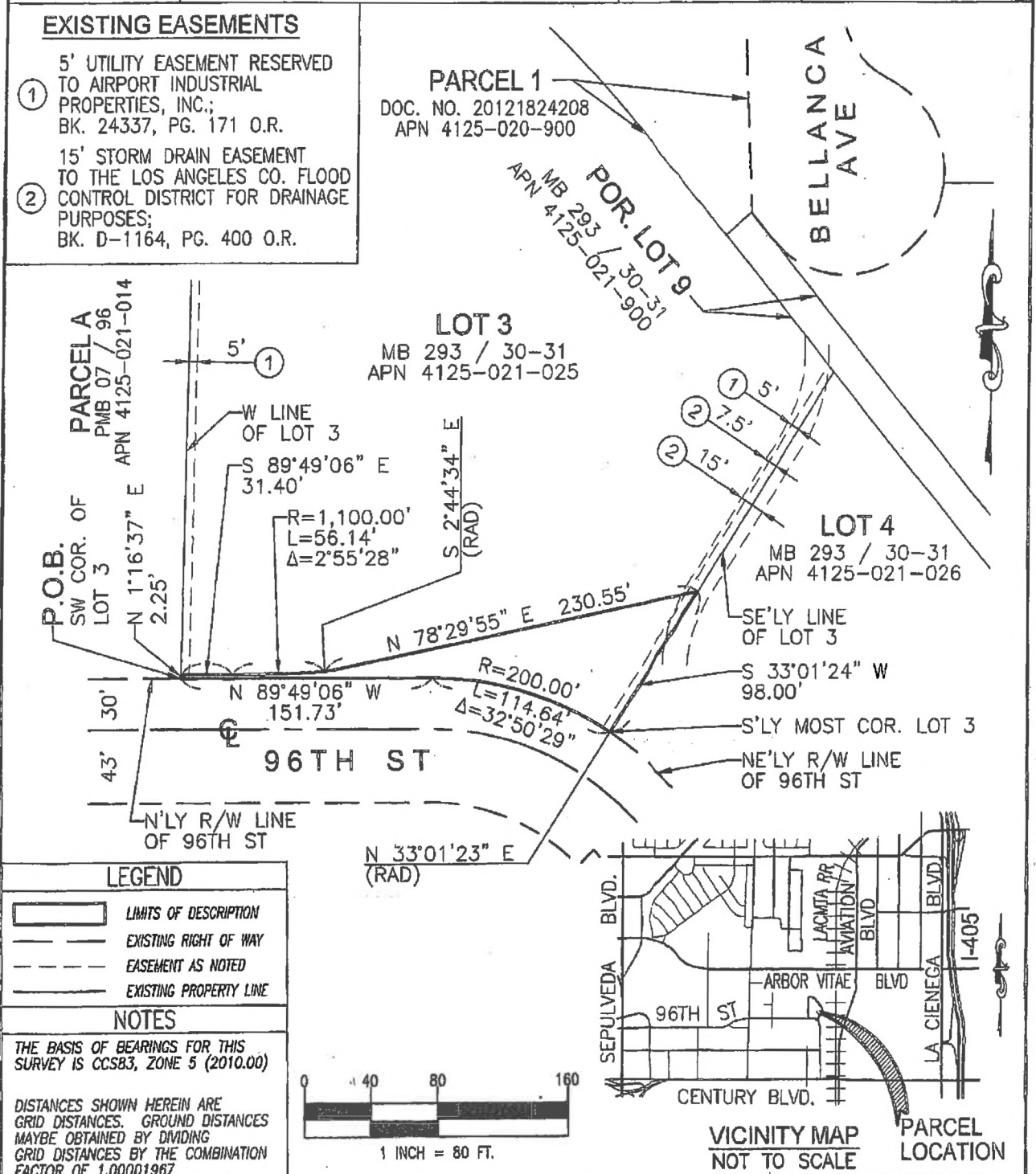


# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-1	AERIAL, COLUMNS, AND FOOTINGS EASEMENT	6,952.34 SF	4125-021-025

### EXISTING EASEMENTS

- ① 5' UTILITY EASEMENT RESERVED TO AIRPORT INDUSTRIAL PROPERTIES, INC.; BK. 24337, PG. 171 O.R.
- ② 15' STORM DRAIN EASEMENT TO THE LOS ANGELES CO. FLOOD CONTROL DISTRICT FOR DRAINAGE PURPOSES; BK. D-1164, PG. 400 O.R.



	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	9-22-17	0	JDC	1	1

Overland, Pacific, and Cutler, Inc.  
3750 Schaefer Ave, Suite 150  
Long Beach, CA 90808  
Ph: 562-304-2000

**EXHIBIT B**

**RECORDING REQUESTED BY and  
WHEN RECORDED MAIL TO:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4<sup>th</sup> Floor  
Los Angeles, CA 90045  
Attention: Marisa Katnich

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4125-021-025

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Grant of Setback Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by China Airlines Ltd., a corporation organized under the laws of Taiwan, Republic of China ("Grantor"), Grantor does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and non-exclusive setback easement ("Setback Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "B1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B2" and, in each case, incorporated herein by reference ("Setback Easement Area").

The Setback Easement Area is intended to and, therefore, shall include without limitation those portions of Grantor's real property located to the north, but within ten (10) feet, of the northern-most portion and/or the north line of the Aerial Easement Area as well as the Columns and Footings Easement Area, which are also located on Grantor's real property and which are defined and/or described in as well as subject to that certain Easement Deed / Grant of Aerial, Columns and Footings Easement (hereinafter, the "Aerial Easement," as further defined and/or described below in this instrument) for the Project (as also defined and/or described below in this instrument).

The Setback Easement is granted in connection with the development, redevelopment, construction, reconstruction, building, rebuilding, installation, reinstallation, location, relocation, placement, replacement, removal, enlargement, reduction, inspection, operation, use, preservation, protection, maintenance and repair (collectively hereinafter, the "Construction, Operation and Maintenance" or the "CO&M") of the Landside Access Modernization Program (LAMP) - Automated People Mover (APM) Project ("Project"). The Setback Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

This instrument is intended to provide for and, therefore, provides for a setback area to protect, preserve and maintain the Project and the Facilities (as defined and/or described below

## EXHIBIT B

in this instrument), including the Aerial Easement Area as well as the Columns and Footings Easement Area and, therefore, Grantor acknowledges and agrees that the development of private structures (that is, the development of structures by Grantor) greater than fifteen (15) feet in height is precluded and not permitted within the setback area (that is, within the Setback Easement Area). Additional terms and provisions covering and/or relating to the Setback Easement Area are set forth below in the next following paragraphs of this instrument.

The Setback Easement Area is a fifteen (15) foot vertical structure clear area as further described below in this paragraph as well as the next following two (2) paragraphs. The limitations on use of the Setback Easement Area set forth in this instrument apply to Grantor; provided, however, that neither the foregoing nor anything else to the contrary set forth in this instrument shall permit the use and/or occupancy of the Setback Easement Area by Grantee; and, provided, further, that this instrument shall not prohibit or otherwise limit the occupancy or use of Grantor's real property, including the Aerial Easement Area and/or the Columns and Footings Easement Area, by Grantee as permitted or contemplated by, under or pursuant to the Aerial Easement (that is, that certain Easement Deed / Grant of Aerial Easement, Columns, and Footings Easement referenced above from Grantor in favor of Grantee covering another portion of Grantor's real property (that is, the Aerial Easement Area as well as the Columns and Footings Easement Area), as granted substantially concurrently with this instrument and as recorded in the Official Records of Los Angeles County, California, substantially concurrently with the recording of this instrument in such Official Records). While the surface of the Setback Easement Area may be utilized by Grantor for on-site parking or structures that are not greater than fifteen (15) feet in height, the use of and structures located on the Easement Area are otherwise limited or prohibited as provided in this instrument.

The Setback Easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall also include the right to clear the Setback Easement Area of any and/or all obstructions above a height of fifteen (15) feet, to cut, trim and/or remove trees and/or shrubbery located in, on, about, along, over or otherwise affecting the Easement Area above a height of fifteen (15) feet, or that may interfere with or threaten to endanger the reliability, efficiency and/or the Construction, Operation and Maintenance (or CO&M) of the Project, including without limitation any and/or all attachments to and/or improvements, equipment and other facilities comprising or relating to the Project (collectively, "Facilities"), through any reasonable means.

Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or place any temporary or permanent erection of any mast-type equipment or appurtenances within the Setback Easement Area or in any manner so as to interfere with the safe, efficient and convenient operation of the Project and/or the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions and limitation, together with any others set forth in this instrument, shall be a covenant running with Grantor's land.

Grantor's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land and apply not only to Grantor, but also to Grantor's heirs, successors and assigns, including

**EXHIBIT B**

without limitation Grantor's officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, invitees, successors-in-interest, and all others claiming or entering Grantor's real property by, through or under Grantor, other than Grantee, Grantee's successors, assigns and successors-in-interest as well as those claiming or entering Grantor's real property by, through or under Grantee. Grantee's rights and remedies resulting from Grantor's obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantee, but also in Grantee's successors and assigns, including without limitation Grantee's successors-in-interest and those claiming or entering Grantor's real property by, through or under Grantee, including without limitation Grantee's officers, directors, agents, representatives, employees, tenants, subtenants, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees, including without limitation passengers, patrons and others occupying, using, or performing or providing for CO&M of, for or with respect to the Project and/or the Facilities.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: \_\_\_\_\_

**GRANTOR:**

CHINA AIRLINES LTD,  
a corporation organized under the laws of Taiwan,  
Republic of China

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "B1"**  
**LEGAL DESCRIPTION**  
**SETBACK EASEMENT**

THAT PORTION OF LOT 3 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 10.00 FEET WIDE LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC) AT THE SOUTHWEST CORNER OF SAID LOT 3, SAID CORNER LYING ON THE NORTHERLY RIGHT OF WAY LINE OF 96<sup>TH</sup> STREET;**

**THENCE, DEPARTING SAID 96<sup>TH</sup> STREET NORTHERLY RIGHT OF WAY LINE, NORTH 1°16'37" EAST ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 2.25 FEET TO THE POINT OF BEGINNING (POB);**

**THENCE ALONG A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.25 FEET, MEASURED AT RIGHT ANGLES, FROM SAID 96<sup>TH</sup> STREET NORTHERLY RIGHT OF WAY LINE, SOUTH 89°49'06" EAST A DISTANCE OF 31.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,110.00 FEET;**

**THENCE NORTHEASTERLY A DISTANCE OF 56.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°55'28" TO A NON-TANGENT LINE, A RADIAL THROUGH SAID POINT BEARS SOUTH 2°44'34" EAST;**

**THENCE NORTH 78°29'55" EAST A DISTANCE OF 230.55 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3 TO THE POINT OF TERMINATION (POT);**

**THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON THE WEST LINE OF LOT 3 HEREINBEFORE DESCRIBED, AND TO TERMINATE ON THE SOUTHEAST LINE OF LOT 3 HEREINBEFORE DESCRIBED.**

**CONTAINING 0.074 ACRES OR 3,218.95 SQUARE FEET, MORE OR LESS.**

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

**SEE PLAT ATTACHED HERETO AS EXHIBIT "B2" AND BY THIS REFERENCE MADE PART HEREOF.**

PREPARED UNDER MY SUPERVISION:



JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-18

9-22-17  
DATE



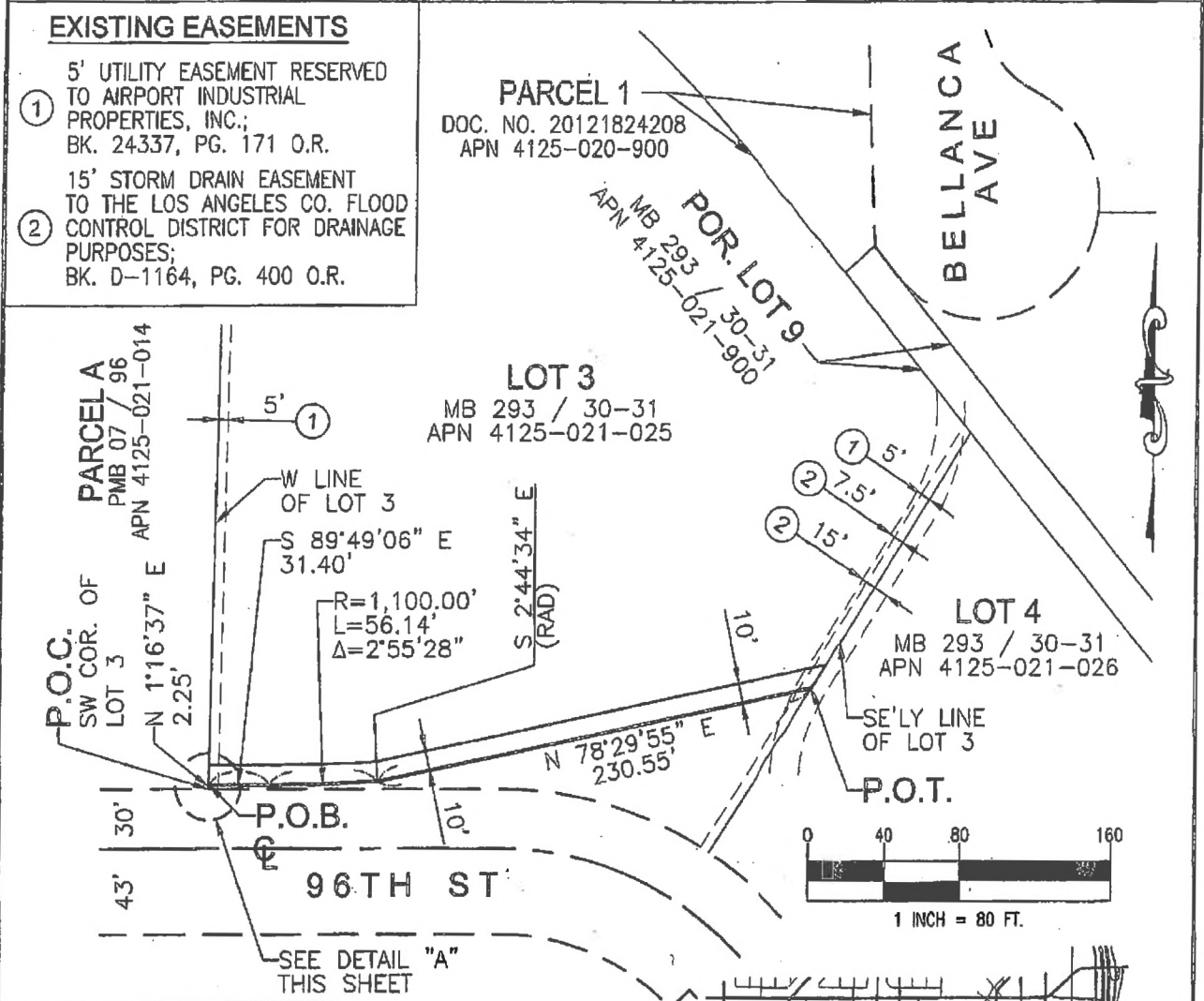


# EXHIBIT B2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-1	SETBACK EASEMENT	3,218.95 SF	4125-021-025

**EXISTING EASEMENTS**

- ① 5' UTILITY EASEMENT RESERVED TO AIRPORT INDUSTRIAL PROPERTIES, INC.; BK. 24337, PG. 171 O.R.
- ② 15' STORM DRAIN EASEMENT TO THE LOS ANGELES CO. FLOOD CONTROL DISTRICT FOR DRAINAGE PURPOSES; BK. D-1164, PG. 400 O.R.



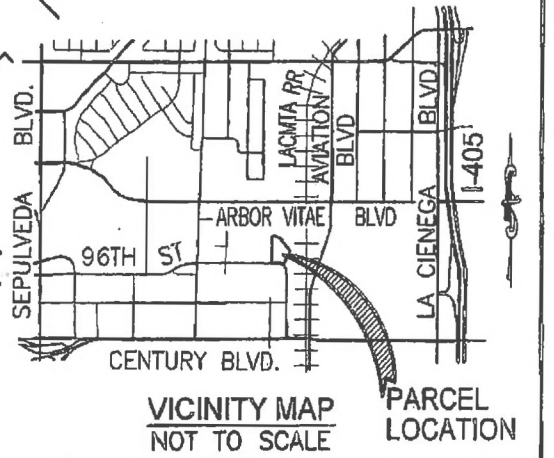
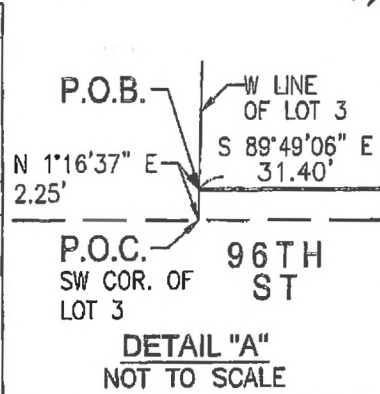
**LEGEND**

- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- EXISTING PROPERTY LINE

**NOTES**

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

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



<p>Overland, Pacific, and Cutler, Inc. 3750 Schaufele Ave, Suite 150 Long Beach, CA 90808 Ph: 562-304-2000</p>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	9-22-17	0	JDC	1	1

Sec. 8. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By  \_\_\_\_\_  
SYNTHIA ALEXANDER  
Deputy City Attorney

Date 2/2/18

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

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I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, **by a vote of not less than two-thirds** of all of its members.

CITY CLERK

MAYOR

\_\_\_\_\_

\_\_\_\_\_

Ordinance Passed \_\_\_\_\_

Approved \_\_\_\_\_