

APPROVED

FEB 07 2017

BOARD REPORT

BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 18-028

DATE February 7, 2018

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: DOCKWEILER STATE BEACH – APPROVAL FOR THE USE OF A PORTION OF PARK PROPERTY FOR A PROPOSED SUBSEA FIBER-OPTIC CABLE SYSTEMS CONNECTING THE UNITED STATES AND THE ASIA PACIFIC REGION; CONSIDERATION OF THE ENVIRONMENTAL IMPACT REPORT (EIR), FINDINGS, STATEMENT OF OVERRIDING CONSIDERATION AND ACCOMPANYING MITIGATION MEASURES, AND OF THE MITIGATION MONITORING AND REPORTING PLAN FOR THE LOS ANGELES TRANS-PACIFIC TELECOMMUNICATIONS CABLE HUB EIR (SCH NO. 2016101050)

AP Díaz

*R. Barajas

H. Fujita

V. Israel

S. Piña-Cortez

N. Williams

OSD



General Manager

Approved ☒ x

Disapproved ☐

Withdrawn ☐

RECOMMENDATIONS

1. Grant approval for the use of a portion of park property under the jurisdiction of the City of Los Angeles, Department of Recreation and Parks (RAP) at Dockweiler State Beach (Exhibit A), as further described in the Summary of this Report, for a proposed Subsea Fiber-Optic Cable System connecting the United States and the Asia Pacific Region, also referred to as the Los Angeles Trans-Pacific Telecommunications Cable Hub;
2. Authorize the General Manager and/or his designee to negotiate and develop an Easement Agreement with Tyco Electronics Subsea Communications LLC (TE SubCom) for the use of the submerged tidelands, to supersede the authorization in Recommendation No. 2 approved by the Board of Recreation and Parks Commissioners in Report No. 17-258, and a portion of park property under the jurisdiction of RAP at Dockweiler State Beach, under the terms and conditions indicated in the Summary of this Report;
3. Authorize the General Manager and/or his designee and the City Attorney to make any necessary changes to the Easement Agreement consistent with the terms, improvements, and uses set forth in this Report;

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4. Authorize the Board President and Secretary to execute the final Easement Agreement subject to the approval of the City Attorney as to form, and the approval of the City Council by ordinance;
5. Authorize RAP's Chief Financial Officer to establish the appropriate sub-account in Fund 302 Department 89 Account 89701H, Site Lease Agreement Fees for the receipt of Five Hundred Sixty-Four Thousand Dollars (\$564,000.00) from TE SubCom as consideration for the execution of the Easement Agreement; and,
6. Find, pursuant to the State of California Environmental Quality Act (CEQA) Guidelines, in consideration of the whole administrative record, that the Project was adequately assessed in the certified Environmental Impact Report (EIR), Findings, Statement of Overriding Considerations and accompanying mitigation measures, and of the Mitigation Monitoring and Reporting Plan for the Los Angeles Trans-Pacific Telecommunications Cable Hub EIR (SCH No. 2016101050).

SUMMARY:

On December 13, 2017, Report No. 17-258, was approved by the Board for the use of the submerged tidelands at Dockweiler State Beach under the jurisdiction of RAP for a proposed subsea fiber-optic telecommunications cable system connecting the United States (US) and the Asia Region, also referred to as the Los Angeles Trans-Pacific Telecommunications Cable Hub (Project). As indicated in the approved Report, the Project is being proposed by Tyco Electronics Subsea Communications LLC (TE SubCom).

The Project includes the installation of up to four (4) subsea cables within the submerged tidelands (Exhibit C) and a terrestrial conduit system at the parking lot at Dockweiler State Beach

(Exhibit A). The ownership of the submerged tidelands along the coastline within the City of Los Angeles limits was granted to the City of Los Angeles by the California State Land Commission in 1929. The City Council subsequently conferred jurisdiction over the submerged tidelands to RAP by ordinance (Los Angeles Municipal Code Section 63.01).

The approval of Report No. 17-258, approved the terms and conditions for a proposed easement agreement for the use of the submerged tidelands. This included the use of approximately 15,829.2 linear feet of the submerged tidelands for the placement of four (4) subsea cables for a period of twenty-one (21) years. RAP would be compensated in the amount of Four Hundred Thousand Dollars (\$400,000.00). It should be noted that subsequent to the approval of the Report, it was discovered that total number of linear feet being used was incorrectly calculated and that the correct number is 16,378 linear feet. This correction is made in the updated Term Sheet attached in this this Report (Exhibit B). The same previous Report, included instructions that authorized the General Manager and/or his designee and the City Attorney to draft the Final Easement Agreement and continue to negotiate the terms and conditions for the use of the land portion of Dockweiler State Beach under the jurisdiction of the RAP for the Project (Parcel A).

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Recently, representatives from the City and TE SubCom had come to an agreement on the terms and conditions for the use of the land portion of the beach under the jurisdiction of RAP for the Project. These terms and conditions are subject to the approval of the Board. These include the use of approximately 868 linear feet of park property for the placement of four (4) underground cables for a period of twenty-one (21) years as well as temporary construction easements for portions of the park property during the installation of the underground cables. These also include compensation due to RAP in the amount of One Hundred Sixty-Four Thousand Dollars (\$164,000.00).

The terms and conditions agreed upon by the parties for the use of the submerged tidelands and land portions of Dockweiler State Beach under the jurisdiction of RAP are reflected in the Term Sheet attached to this Report (Exhibit B) which include compensation due to RAP in the amount of Five Hundred Sixty-Four Thousand Dollars (\$564,000.00).

It should be noted that the funds received are to be used for costs and activities related to the Real Estate and Environmental functions. These include but are not limited to the due diligence work related to acquisitions, staffing, contractual services, and equipment.

With the Board's approval of the proposed Project expansion (submerged tidelands and park portion on Dockweiler State Beach) and the Term Sheet, this matter will be forwarded to the City Council for final approval.

ENVIRONMENTAL IMPACT REPORT

With the Board's approval of Board Report No. 17-258, the Board concurred with the City Council's determination pertaining to the previously certified Environmental Impact Report (EIR), along with Findings and Statement of Overriding Consideration, and a Mitigation Monitoring and Reporting Plan, for the portion of the Project within the submerged tidelands under the jurisdiction of RAP.

RAP staff has determined that the subject action currently before the Board for the portion of park property within Dockweiler State Beach is part of the whole Project sufficiently assessed in the previously certified EIR, along with Findings and Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Plan, for the Los Angeles Trans-Pacific Telecommunications Cable Hub EIR (SCH No. 2016101050).

On November 3, 2017, the Los Angeles City Council certified the EIR for the proposed Trans-Pacific Telecommunications Cable Hub and approved the Findings and Statement of Overriding Considerations and the Monitoring and Reporting Program. A Notice of Determination (NOD) was filed with the Los Angeles County Clerk on November 3, 2017.

Staff recommends that the Board concur with the City Council's determination. No further California Environmental Quality Act (CEQA) documentation is required for the subject actions before the Board.

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FISCAL IMPACT STATEMENT

There is no negative impact to RAP's General Fund related to the approval of the proposed Los Angeles Trans-Pacific Telecommunications Cable Hub project and the related Easement Agreement. There will be a net gain of \$564,000.00 for the use of both the submerged tidelands and the park portion of Dockweiler State Beach.

This Report has been prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Maintenance and Construction Branch.

List of Attachments

1. Exhibit A
2. Exhibit B, Term Sheet
3. Exhibit C

RECORDED AT THE REQUEST OF AND
WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIBER OPTIC CABLE EASEMENT

THE CITY OF LOS ANGELES, hereinafter referred to as Grantor, for the consideration specified in this Easement Agreement, does hereby grant to **TYCO ELECTRONICS SUBSEA COMMUNICATIONS, LLC**, and its successors and assigns, hereinafter referred to as Grantee, a non-exclusive easement for fiber optic cable purposes.

RECITALS

A. Pursuant to a land grant from the State of California, Grantor owns all the right, title, and interest in and to all tidelands and submerged lands situated below the mean high tide line of the Pacific Ocean within its boundaries.

B. Grantor holds such tidelands and submerged lands in trust for the promotion and accommodation of commerce, among other purposes.

C. Pursuant to a condemnation action concluded on or about December 30, 1947, Grantor owns all the right, title, and interest in and to that certain parcel of land commonly referred to as Assessor's Parcel No. 4129-001-901.

D. Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee the non-exclusive rights to use certain portions of the lands described above and as more particularly described in Section 1 below, for the purpose of a trans-pacific telecommunications cable hub, subject to and on the terms and conditions set forth in this Easement Agreement.

E. Said trans-pacific telecommunications cable hub crosses the properties of other public agencies, including the State of California and the City of El Segundo, and Grantee or its agents or contractors will obtain property interests from those agencies in connection with the project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. FIBER OPTIC CABLE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

Grantor for itself and for its successors and assigns, hereby grants, establishes and conveys to Grantee, its successors and assigns a non-exclusive easement (the "Cable Easement") along, over, under and across the property described in Exhibits A (submerged fiber optic cables), B (bore pipes), and C (terrestrial fiber optic cables) (collectively, the "Cable Easement Area") for the purposes of installing, using, operating, maintaining, upgrading, repairing, modifying, relocating and removing no more than four fiber optic cable systems, four bore pipes and any related appurtenances and equipment (collectively, the "Cable"). The fiber optic cable systems shall be buried to the extent described in the Final Environmental Impact Report prepared for the Cable project. Grantor also grants to Grantee access to, over and across the Cable Easement Area to the extent reasonably necessary to effectuate any of the purposes for which this Cable Easement is granted. The Cable shall be laid (or relocated, if necessary) within reasonable proximity to the locations described in Exhibits A, B, and C. Additionally, the parties agree that the description of the Cable Easement Area will be conformed to match a centerline identified by the precise location of the Cable disclosed by the "as built" survey required in Section 7.

Grantor, for itself and for its successors in interest hereby grants, establishes and conveys to Grantee, its successors and assigns a temporary exclusive easement (the "Construction Easement") along, over, under, through, and across the property approximately identified within Assessor's Parcel No. 4129-001-901 in Exhibit D (the "Construction Easement Area") for the purposes of installing, constructing, and locating the Cable. Grantor also grants to Grantee access to, over and across the Construction Easement Area to the extent reasonably necessary to effectuate any of the purposes for which this Construction Easement is granted. The Construction Easement shall terminate following installation of the Cable, and, at such time the parties hereto shall record a notice to that effect.

2. TERM

Except as otherwise provided herein, the term of this Cable Easement is twenty-one (21) years (the "Term"), beginning on February 16, 2018 (the "Commencement Date") unless terminated sooner pursuant to the provisions of Section 4.

This Cable Easement may be extended by an additional term of ten (10) years. Grantee shall provide written notice of its election to extend the Term at least six (6) months prior to the expiration of the Term to the Department of Recreation and Parks to the address indicated in Section 15 below (the "Notice of Extension"). After Grantor receives the Notice of Extension, Grantor and Grantee shall work in good faith to determine the amount of compensation to be paid to the City in exchange for the Term extension. After a compensation amount is agreed upon by Grantor and Grantee, Grantor shall place an agenda item on the next available Board of Recreation and Parks meeting, and if approved by the Board of Recreation Parks, then the next available City Council meeting where the City Council may approve, approve with mutually agreeable modifications, or reject the extension. Except for the compensation amount, the terms and conditions of any extension shall be the same as set forth in this Easement Agreement, unless otherwise mutually agreed by the parties.

3. COMPENSATION FOR EASEMENT AND ASSOCIATED CONSTRUCTION EASEMENT.

In exchange for those rights granted Grantee under this Easement Agreement, within sixty (60) days of the Commencement Date Grantee shall pay to Grantor the sum of five hundred sixty-four thousand dollars (\$564,000).

4. DEFAULT AND TERMINATION

Any material failure to comply with a material term of this Easement Agreement shall be considered a material breach of this agreement. The party aggrieved by such breach may deliver a Notice of Default to the party in breach specifying such noncompliance and the appropriate cure. If the breach has not been corrected within a period of 120 days after receipt of the Notice of Default, or in the case of breach of an obligation to pay money or to maintain required insurance in full force and effect, within thirty (30) days after receipt of the Notice of Default, then the aggrieved party may terminate this Easement Agreement. Provided however, if the breach cannot reasonably be corrected in the applicable above-referenced periods after receipt of the Notice of Default, then the aggrieved party may not terminate this Cable Easement if the breaching party begins to correct such noncompliance within the applicable number of days after receipt of the Notice of Default and diligently pursues corrective measures to completion.

5. NON EXCLUSIVITY AND NON INTERFERENCE

Grantee acknowledges that the Cable Easement is non-exclusive. However, Grantor may not lease, convey, or encumber the Cable Easement Area to third parties for facilities or improvements that may cross over or under Grantee's Cable except upon written approval of Grantee. Grantee shall approve any request to lease, convey or encumber the Cable Easement Area within thirty (30) days of receipt if Grantee reasonably determines that the proposed use of the Easement Area will not be inconsistent with the Cable Easement, incompatible with the Cable Easement or interfere with Grantee's use of the Cable Easement Area, including, without limitation, Grantee's ability to maintain and repair the Cable, as described in this Easement Agreement.

6. PERMITS AND OTHER APPROVALS

This Easement Agreement shall not become effective unless and until Grantee receives a Coastal Development Permit and any additional approvals and permits required from the California Coastal Commission, and all other federal, state and local approvals and permits required to construct and operate the Cable. This Easement Agreement does not grant authority to engage in any prohibited activity or regulated activity in a manner that would violate an applicable approval or permit. Failure to comply with this Section 6 will be considered a material breach of the Easement Agreement subject to termination under Section 4.

7. AS BUILT DRAWINGS

Within six (6) months after installation of the Cable, Grantee shall provide Grantor with an “as built” survey and drawings in a form reasonably satisfactory to Grantor, for the purpose of establishing a final Cable Easement Area as provided in Section 1.

8. NOTIFICATION OF MAINTENANCE ACTIVITIES

Except in cases of emergency, Grantee shall provide Grantor with fifteen days written notice of any significant activities to be undertaken by Grantee in the Cable Easement Area after the Commencement Date. Such obligation includes the landing and pulling of each of the four fiber optic cables. In cases of emergency, including, without limitation, a fault in the Cable, Grantee shall notify Grantor of such activity conducted within or affecting the Cable Easement Area no later than twenty four (24) hours after such activity is commenced and shall notify Grantor of such activity conducted in the water from a water borne vessel, not later than seventy two (72) hours after such activity is commenced. “Significant activity” means any maintenance or other activity (other than entry to and exit from the Cable Easement Area) that will be readily noticeable from surrounding property.

9. REPAIR OF DAMAGE

Grantee shall promptly repair, at its sole cost, all damages to any improvements which damages are caused directly by Grantee’s activities. All work performed by Grantee shall be completed in a careful and workman like manner to Grantor’s reasonable satisfaction, free of any claims or liens. Upon completion of any work performed by Grantee, Grantee shall restore the Cable Easement Area and the Construction Easement Area, as nearly as possible, to their condition prior to commencement of the Cable construction.

10. HAZARDOUS SUBSTANCES

Grantee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Cable Easement Area or the Construction Easement Area, except in accordance with all applicable laws. In the event that during the construction and installation of the Cable, Hazardous Waste is discovered in the Cable Easement Area or the Construction Easement Area in any amount that would require remediation, and if such Hazardous Waste was not deposited in the subject Easement Area by Grantee, then Grantor shall promptly agree to any reasonable revision to the description of the subject Easement Area requested by Grantee in order to avoid further contact by the Cable or Grantee with such Hazardous Waste.

For the purposes of this Section, Hazardous Substances shall have the meaning given such term in the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq, and applicable California law and the regulations promulgated thereunder. Also for the purposes of this Section, Hazardous Substances shall mean any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in (or for the purposes of) any existing or future local, State or federal law, statute, code, ordinance, rule, regulation, guideline,

decree or order relating to human health or the environment or environmental conditions, including but not limited to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. App. § 1802 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.

11. REMOVAL OF FACILITIES

Following the expiration of the Term or any earlier termination of the Cable Easement pursuant to Section 4, Grantee may take one of the following alternative actions:

First, abandon the Cable in place, in which case Grantee shall cause to be executed, acknowledged, and delivered to Grantor such instruments as Grantor may require in order to convey ownership of the Cable to Grantor without payment of compensation or consideration of any kind.

Second, at its expense, remove the Cable from the Cable Easement Area and restore the Cable Easement Area to its prior condition within a reasonable period of time specified by Grantor. Upon the request of Grantor, Grantee shall procure and file with Grantor a surety bond to secure the removal of the Cable and restoration of the Easement Area. The bond shall be issued by a surety authorized to do business in California and acceptable to Grantor and shall be in an amount mutually agreed upon by the Parties to reflect the cost of removal of the Cable.

12. INDEMNIFICATION

Except for the active negligence or willful misconduct of Grantor, or any of its boards, officers, agents, employees, assigns and successors in interest, Grantee shall defend, indemnify and hold harmless Grantor and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorneys' fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by Grantor, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Grantee, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of Grantor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Easement Agreement. This provision will survive expiration or termination of this Easement Agreement.

13. GRANTOR'S MAINTENANCE ACTIVITIES

In the event that Grantor must conduct maintenance, repair or other underground activities in or near the Cable, Grantor may notify Grantee and Grantee shall provide a monitor to guide any activity in a manner that will avoid interference with the Cable.

14. INSURANCE

During the term of this Easement Agreement and without limiting Grantee's obligation to indemnify, hold harmless and defend Grantor, Grantee shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit E hereto). The insurance must: (1) conform to Grantor's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Grantee shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Exhibit E is hereby incorporated by reference and made a part of this Easement Agreement.

15. NOTICES

Notices, consents, requests and other communications required or permitted by this Easement Agreement shall be in writing and shall be deemed duly given by one party and received by the other party when: (a) personally delivered; or (b) sent by United States mail, postage prepared, certified mail, return receipt requested, and actually received by, or rejected by, the party to whom it is addressed. The notice shall be addressed to the applicable party at the respective address set forth above in the Summary of Basic Provisions with a copy to:

For Grantee: Christopher Carobene
Tyco Electronics Subsea Communications, LLC
250 Industrial Way West
Eatontown, New Jersey 07724

With a copy to: Nicholas R. Ghirelli
Richards, Watson & Gershon
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071

For Grantor:

With a copy to: Office of the City Attorney
Real Property/Environment Division
700 City Hall East, 200 North Main Street
Los Angeles, California 90012
Telecopier: (213) 978-8090

Any party may change its address by notifying the other party in accordance with the procedure set forth above.

16. ASSIGNMENT BY GRANTEE

Upon written notice submitted to Grantor not less than thirty (30) days prior to each transfer or assignment, the rights and obligations of Grantee pursuant to this Easement Agreement may be transferred or assigned from time to time during the Term. Any such transfer or assignment shall be subject to the provisions of this Section and the controls and limitations contained herein.

Concurrently with the submission of the notice of impending transfer or assignment by Grantee, Grantee shall submit to Grantor: (a) a fully executed instrument, in form and content reasonably acceptable to Grantor, pursuant to which the transferee expressly assumes and agrees for the benefit of the Grantor to perform the obligations of Grantee under these easements, and (b) an acknowledgment, in form and content reasonably acceptable to Grantor and executed by the transferee, pursuant to which the transferee acknowledges that the transferee has read and understands this Agreement and all of the provisions hereof. Grantor agrees to pre-approve any form of proposed instruments submitted by Grantee provided that the form is reasonably acceptable to Grantor.

In addition to the notice referred to above, Grantee shall submit written notice to Grantor upon the consummation of any such transfer or assignment and shall include in such notice a fully executed copy (showing all recordation information for any recordable documents) of the instrument(s) by which the transfer or assignment was effected.

If Grantee transfers or assigns its interest in this Easement Agreement and complies with the provisions of this Section, Grantee shall be released from its obligations under this Easement Agreement provided that Grantor reasonably determines that Grantee's assignee is reasonably capable of fulfilling the obligations of this Easement Agreement. Grantor shall provide notice to Grantee of its determination within sixty (60) days after receiving notice from Grantee of the transfer or assignment. If Grantor fails to provide such notice within that sixty (60) day period, then Grantee shall provide Grantor with a final request for release. Grantor shall then provide Grantee with notice of its determination within fifteen (15) days of receiving such final request. If Grantor fails to provide such notice within such fifteen (15) day period, then the assignee shall be deemed accepted by Grantor and Grantee shall be released from its obligations under this Easement Agreement.

17. LIMITATION OF LIABILITY

In no event shall Grantor be liable to Grantee for lost profits, special damages, incidental damages, indirect damages, consequential damages or any other damages of any kind whatsoever beyond direct damages, which direct damages would include the cost of remedial repairs.

In no event shall Grantee be liable to Grantor for lost profits, special damages, incidental damages, indirect damages, consequential damages or any other damages of any kind whatsoever beyond direct damages, which direct damages would include the cost of remedial repairs.

18. GOVERNING LAW

This Easement Agreement shall be interpreted under and governed by the laws of the State of California.

19. INTEGRATION CLAUSE

This Easement Agreement sets forth the entire agreement of the parties with respect to the Cable Easement and Construction Easement and all prior negotiations, representations, warranties and discussions are superseded by the provisions of this Easement Agreement.

20. MODIFICATION

This Easement Agreement may be amended or modified only by a written instrument executed and acknowledged by the parties or their successors-in-interest and recorded in the Official Records of Los Angeles County, California.

21. COMPLIANCE WITH LAWS

Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, orders, or requirements of any public authority concerning the Cable. Upon request, Grantee shall supply Grantor with copies of permits or orders within 5 business days of the request.

22. WAIVER

No term, covenant, or condition of this document and no default or breach of any such term, covenant or condition shall be deemed to have been waived by either party's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged in writing. Furthermore, no such waiver shall be deemed to be a waiver of any other term, covenant or condition or any other default or breach of any term, covenant or condition of this document.

23. TIME

Time is of the essence for each and all of the terms, covenants and conditions in which time of performance is a factor.

24. SEVERABILITY

If any term, covenant or condition of the Cable Easement or the Construction Easement is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

25. COUNTERPARTS

This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. AUTHORITY

The persons signing below warrant that they have authority to bind the party on whose behalf they are executing this Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date hereafter affixed.

GRANTEE:

Tyco Electronics Subsea Communications,
LLC

GRANTOR:

City of Los Angeles

By:

By:

Its:

ATTEST

By:

By:

Its:

Date:

Date:

State of California)
County of Los Angeles)

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.

WITNESS my hand and official seal.

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State of California)
County of Los Angeles)

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.

WITNESS my hand and official seal.

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EXHIBIT A
SUBMERGED FIBER OPTIC CABLES

1. The first cable system is known as the Pacific Light Cable Network. The description of the cable's location is attached hereto as Attachment 1.
2. [The second cable has not been identified as of the execution of this Easement Agreement. When the second cable system is identified, the appropriate description of the cable will be provided to Grantor and this Easement Agreement will be amended accordingly.]
3. [The third cable has not been identified as of the execution of this Easement Agreement. When the third cable system is identified, the appropriate description of the cable will be provided to Grantor and this Easement Agreement will be amended accordingly.]
4. [The fourth cable has not been identified as of the execution of this Easement Agreement. When the fourth cable system is identified, the appropriate description of the cable will be provided to Grantor and this Easement Agreement will be amended accordingly.]

**EXHIBIT B
BORE PIPES**

EXHIBIT C
TERRESTRIAL FIBER OPTIC CABLES

EXHIBIT D
CONSTRUCTION EASEMENT AREA

EXHIBIT E
INSURANCE



Agency Route Position List
Pacific Light Cable Network
S1.1.1: BU4 to Dockweiler, LAX, USA

Owner/Engineer: J.M. Sanz

Approver: S. Pollitt

REVISION TABLE:

Issue	Date	Section/Pages	Reason for Change
0.0	23-May-17	All	Initial Issue based on REDP Issue 2 (23 Apr 17).



Exhibit A: Attachment 1

S1.1.1: BU4 to Dockweiler, LAX, USA

AGENCY ROUTE POSITION LIST

SYSTEM: Pacific Light Cable Network

Issue 0.0

GEODETIC SYSTEM: WGS-84

Date: 23 May 2017

NAVIGATION SYSTEM: DIFFERENTIAL GPS

Data taken from REDP Issue 2; Date: 23 April 2017

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
0.	N24 29.2873	E134 44.8078		0.000	5120
1.	N24 30.4575	E134 46.6065	3.728	3.728	5083
2.	N24 31.7156	E134 48.5405	4.008	7.736	5140
3.	N24 32.1291	E134 48.9244	1.002	8.738	5137
4.	N24 36.0215	E134 52.5385	9.427	18.165	5062
5.	N24 48.7073	E134 58.8513	25.726	43.891	5340
6.	N24 58.5687	E135 03.7662	19.999	63.890	5287
7.	N25 00.8037	E135 06.5831	6.284	70.174	5282
8.	N25 15.2701	E135 24.8369	40.676	110.850	4997
9.	N25 18.7941	E135 32.8948	15.009	125.859	4737
10.	N25 26.1214	E136 04.7444	55.110	180.969	3187
11.	N25 26.3792	E136 06.6420	3.217	184.186	3223
12.	N25 27.0779	E136 11.7845	8.717	192.903	4220
13.	N25 29.9914	E136 20.8374	16.098	209.001	4745
14.	N25 40.1792	E136 38.4082	34.920	243.921	5065
15.	N25 48.6020	E136 50.3003	25.246	269.167	5340
16.	N25 52.2766	E136 59.5236	16.838	286.005	4710
17.	N25 56.8660	E137 06.0605	13.819	299.824	5580
18.	N26 00.6082	E137 15.4620	17.145	316.969	5461
19.	N26 04.5989	E137 25.2398	17.897	334.866	5268
20.	N26 10.0031	E137 38.4904	24.237	359.103	4910
21.	N26 13.3888	E137 44.8109	12.245	371.348	5157
22.	N26 17.8856	E138 00.2666	27.039	398.387	5066
23.	N26 25.7146	E138 12.4189	24.853	423.240	5080
24.	N26 30.8045	E138 22.4365	19.118	442.358	5130
25.	N26 37.6928	E138 36.0057	25.874	468.232	5000
26.	N26 50.8376	E138 57.8656	43.623	511.855	4672
27.	N27 07.5391	E139 25.7020	55.427	567.282	3292
28.	N27 08.6102	E139 27.4895	3.555	570.837	3198
29.	N27 18.4853	E139 34.7472	21.821	592.658	3289
30.	N27 32.5695	E139 47.5554	33.498	626.156	3550
31.	N27 39.7776	E139 55.2856	18.412	644.568	3517
32.	N27 46.0752	E140 02.0463	16.086	660.654	3625
33.	N27 59.2525	E140 11.5861	28.939	689.593	3710
34.	N28 01.9097	E140 15.7426	8.397	697.990	3630
35.	N28 02.1157	E140 16.9343	1.990	699.980	3527
36.	N28 02.6286	E140 19.9019	4.955	704.935	3290
37.	N28 00.5781	E140 30.5806	17.907	722.842	2896
38.	N27 57.9595	E140 42.0000	19.337	742.179	3478
39.	N28 00.7736	E140 59.3185	28.866	771.045	4112
40.	N28 01.2621	E141 00.8511	2.669	773.714	4134
41.	N28 05.8619	E141 15.2893	25.136	798.850	4160
42.	N28 08.2735	E141 22.5904	12.759	811.609	4160
43.	N28 11.6896	E141 32.9373	18.073	829.682	4155
44.	N28 14.1088	E141 40.2682	12.799	842.481	4057

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
45.	N28 15.3413	E141 44.0038	6.521	849.002	3938
46.	N28 17.8281	E141 51.5439	13.157	862.159	2078
47.	N28 19.4461	E141 56.6930	8.932	871.091	2409
48.	N28 23.0822	E142 08.2694	20.072	891.163	2130
49.	N28 29.6579	E142 29.2217	36.301	927.464	2979
50.	N28 31.8830	E142 35.9277	11.687	939.151	3825
51.	N28 34.4178	E142 43.5698	13.314	952.465	4726
52.	N28 40.1982	E142 52.6085	18.194	970.659	7412
53.	N28 43.5823	E143 00.8530	14.812	985.471	9630
54.	N28 46.2655	E143 14.7728	23.196	1008.670	8240
55.	N28 49.6071	E143 26.5667	20.158	1028.830	6574
56.	N28 51.8593	E143 31.0718	8.426	1037.250	6189
57.	N28 56.9266	E143 41.2141	18.957	1056.210	6000
58.	N29 26.6300	E144 36.2745	104.767	1160.980	5882
59.	N29 33.6723	E144 49.3683	24.840	1185.820	6003
60.	N29 44.4102	E145 07.6403	35.537	1221.350	5900
61.	N29 44.7962	E145 08.3457	1.343	1222.700	5900
62.	N29 52.9573	E145 23.2698	28.380	1251.080	5572
63.	N30 04.2326	E145 44.8393	40.468	1291.540	5979
64.	N30 36.2076	E146 46.2336	114.766	1406.310	6209
65.	N31 01.3662	E147 30.7833	84.906	1491.220	6150
66.	N31 22.1230	E148 07.6877	70.055	1561.270	6217
67.	N31 39.8432	E148 28.9754	46.990	1608.260	6080
68.	N32 05.1980	E148 44.5541	52.908	1661.170	5856
69.	N32 11.1014	E148 50.4275	14.295	1675.460	5910
70.	N32 27.1279	E149 14.8247	48.409	1723.870	5930
71.	N33 04.6427	E150 12.2211	113.323	1837.200	6040
72.	N33 30.0178	E150 54.5241	80.704	1917.900	6027
73.	N33 37.0639	E151 08.5780	25.353	1943.250	5850
74.	N34 17.8397	E152 56.6829	182.801	2126.050	6110
75.	N34 22.5241	E153 02.8285	12.800	2138.850	6068
76.	N34 27.0065	E153 08.7145	12.248	2151.100	6021
77.	N35 01.3951	E154 49.4303	166.354	2317.460	5638
78.	N35 18.1657	E155 39.0754	81.513	2398.970	5503
79.	N35 23.6891	E156 05.4783	41.283	2440.250	5491
80.	N35 45.3226	E156 59.1259	90.383	2530.630	5200
81.	N36 03.2635	E157 55.8219	91.526	2622.160	3556
82.	N36 12.4554	E158 26.3423	48.841	2671.000	3180
83.	N36 22.8065	E159 03.0398	58.181	2729.180	3590
84.	N36 26.9196	E159 17.9734	23.584	2752.770	4223
85.	N36 36.6970	E159 59.0710	63.952	2816.720	4816
86.	N36 38.9208	E160 10.0024	16.806	2833.520	4804
87.	N36 40.2709	E160 16.6420	10.204	2843.730	4816
88.	N36 46.2654	E160 57.8929	62.413	2906.140	4927
89.	N36 54.6345	E161 37.2677	60.547	2966.690	4734
90.	N36 59.2102	E161 48.1169	18.194	2984.880	4696
91.	N37 20.6356	E163 07.7137	124.313	3109.200	4049
92.	N37 23.7949	E163 21.1627	20.697	3129.890	4167
93.	N37 26.4273	E163 32.3756	17.245	3147.140	4316
94.	N37 28.4496	E163 35.6956	6.161	3153.300	4549
95.	N37 31.9450	E163 41.4372	10.649	3163.950	4559
96.	N37 37.7089	E164 05.3704	36.812	3200.760	5129
97.	N37 42.5207	E164 30.8695	38.537	3239.300	5430

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
98.	N37 46.6341	E164 48.6525	27.208	3266.500	5322
99.	N37 47.6893	E165 06.5267	26.314	3292.820	4838
100.	N37 50.7809	E165 17.7628	17.452	3310.270	5385
101.	N38 16.3849	E166 35.2461	122.833	3433.100	5491
102.	N38 16.4834	E166 35.8855	0.950	3434.050	5521
103.	N38 19.9244	E166 58.2229	33.181	3467.230	4854
104.	N38 23.0613	E167 08.4173	15.944	3483.180	5525
105.	N38 30.9540	E167 34.1003	40.117	3523.300	5479
106.	N38 32.2285	E167 49.2220	22.104	3545.400	5424
107.	N38 40.8296	E168 17.5938	44.154	3589.550	5542
108.	N38 51.8196	E168 43.5096	42.690	3632.240	5597
109.	N38 59.6215	E169 13.2361	45.321	3677.560	5602
110.	N39 03.3273	E169 29.9302	25.051	3702.620	5830
111.	N39 08.9448	E169 48.1848	28.296	3730.910	5735
112.	N39 40.5341	E171 44.1129	176.365	3907.280	6000
113.	N39 43.2846	E171 55.7296	17.368	3924.640	5747
114.	N39 45.9836	E172 05.4473	14.753	3939.400	5651
115.	N39 54.6367	E172 45.9182	59.915	3999.310	5500
116.	N39 56.6899	E172 54.7131	13.093	4012.410	5220
117.	N40 00.5611	E173 06.2095	17.867	4030.270	4956
118.	N40 02.4428	E173 14.5088	12.310	4042.580	4742
119.	N40 02.9412	E173 16.4718	2.941	4045.520	4700
120.	N40 04.8211	E173 23.8780	11.090	4056.610	4214
121.	N40 05.5279	E173 26.6636	4.170	4060.780	4204
122.	N40 07.4518	E173 42.1023	22.225	4083.010	4587
123.	N40 08.5287	E173 50.7467	12.440	4095.450	4122
124.	N40 08.6792	E173 51.9553	1.739	4097.190	4190
125.	N40 13.8098	E174 18.0821	38.279	4135.470	4470
126.	N40 24.4180	E174 56.5736	57.953	4193.420	5210
127.	N40 27.4975	E175 25.2320	40.928	4234.350	5444
128.	N40 29.9230	E177 41.8159	193.079	4427.430	5730
129.	N40 29.5445	E177 56.7945	21.175	4448.600	5702
130.	N40 31.0690	E178 05.0102	11.944	4460.550	5715
131.	N40 37.2018	E178 38.0938	48.052	4508.600	6236
132.	N40 40.8860	E178 58.8319	30.018	4538.620	5752
133.	N40 42.3543	E179 07.3186	12.260	4550.880	4720
134.	N40 45.2237	E179 14.0562	10.872	4561.750	4619
135.	N40 54.5236	E179 29.1748	27.350	4589.100	5631
136.	N41 04.0267	E179 46.6981	30.222	4619.320	6006
137.	N41 07.4542	W179 49.9198	33.349	4652.670	5966
138.	N41 13.0216	W179 11.8959	54.171	4706.840	5692
139.	N41 17.0103	W178 51.3845	29.589	4736.430	6090
140.	N41 22.0498	W178 01.3565	70.426	4806.850	6170
141.	N41 26.1252	W177 30.1155	44.190	4851.040	5860
142.	N41 32.8204	W176 56.4246	48.500	4899.540	5846
143.	N41 44.4406	W174 59.3618	163.961	5063.510	5849
144.	N41 48.9097	W174 13.1501	64.565	5128.070	5879
145.	N41 51.3631	W173 16.9051	77.998	5206.070	5785
146.	N41 50.4354	W172 48.8465	38.874	5244.940	5840
147.	N41 57.1340	W171 48.8886	83.849	5328.790	5613
148.	N41 56.0390	W171 35.3878	18.769	5347.560	5953
149.	N41 55.0408	W171 21.4863	19.307	5366.870	5870
150.	N41 55.9304	W171 10.7370	14.951	5381.820	5890

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
151.	N41 57.8727	W170 46.7717	33.314	5415.130	5696
152.	N42 00.1790	W170 31.8620	21.031	5436.160	5810
153.	N42 00.4712	W170 23.4203	11.668	5447.830	5719
154.	N41 58.4950	W170 16.0897	10.765	5458.600	6060
155.	N41 58.9026	W170 08.1675	10.969	5469.570	5887
156.	N42 00.9963	W169 57.2045	15.627	5485.190	5910
157.	N42 01.7557	W169 50.3457	9.571	5494.760	5960
158.	N42 04.1215	W169 40.2703	14.575	5509.340	5982
159.	N42 05.5529	W169 28.6475	16.247	5525.590	5850
160.	N42 07.7070	W167 22.7367	173.608	5699.190	5680
161.	N42 09.2597	W166 47.7458	48.296	5747.490	5732
162.	N42 08.1766	W166 17.6774	41.473	5788.960	5377
163.	N42 08.0762	W166 16.0369	2.269	5791.230	5384
164.	N42 07.1436	W166 00.8083	21.057	5812.290	6703
165.	N42 07.5583	W165 49.8894	15.068	5827.360	5850
166.	N42 07.6927	W165 48.5568	1.853	5829.210	5870
167.	N42 08.6779	W165 38.7926	13.577	5842.790	5739
168.	N42 08.4915	W165 23.5718	20.973	5863.760	5660
169.	N42 08.8151	W165 05.9802	24.244	5888.000	5850
170.	N42 10.4099	W164 54.8258	15.645	5903.650	5711
171.	N42 10.7584	W164 16.2674	53.100	5956.750	5560
172.	N42 11.0973	W163 48.9780	37.580	5994.330	5579
173.	N42 11.8014	W163 41.0661	10.970	6005.300	5569
174.	N42 14.1060	W163 28.8807	17.304	6022.600	5388
175.	N42 15.1412	W163 18.3328	14.635	6037.240	5591
176.	N42 15.0621	W162 33.2651	61.986	6099.220	5677
177.	N42 07.9757	W161 44.1847	68.830	6168.050	5650
178.	N42 07.3783	W161 30.8681	18.384	6186.440	5750
179.	N42 06.2464	W160 24.5238	91.473	6277.910	5690
180.	N42 03.9070	W159 46.4574	52.672	6330.580	5434
181.	N42 05.9006	W159 32.6322	19.420	6350.000	5496
182.	N42 03.6391	W159 02.5210	41.738	6391.740	5144
183.	N42 00.8366	W158 25.2323	51.721	6443.460	5410
184.	N41 59.3962	W158 06.0773	26.583	6470.040	5374
185.	N41 56.8741	W157 42.7191	32.606	6502.650	5607
186.	N41 54.7981	W157 23.5038	26.838	6529.490	5500
187.	N41 51.7734	W156 36.1731	65.710	6595.200	5686
188.	N41 50.9382	W156 23.1108	18.144	6613.340	5635
189.	N41 48.7763	W155 58.5092	34.295	6647.640	5370
190.	N41 47.4506	W155 35.6555	31.750	6679.390	5426
191.	N41 37.1858	W153 42.8422	157.644	6837.030	5213
192.	N41 32.4037	W152 57.6581	63.421	6900.450	5236
193.	N41 31.5677	W152 34.7178	31.945	6932.400	5230
194.	N41 28.8953	W151 58.0959	51.200	6983.600	5160
195.	N41 26.2064	W151 52.0378	9.795	6993.390	5140
196.	N41 22.3273	W151 48.4444	8.754	7002.150	5104
197.	N41 18.9661	W151 45.3336	7.585	7009.730	5065
198.	N41 14.8008	W151 36.2520	14.841	7024.570	5014
199.	N41 06.4699	W150 45.9149	72.065	7096.640	5091
200.	N40 55.3664	W149 11.4022	134.084	7230.720	5000
201.	N40 53.8318	W149 00.9537	14.944	7245.670	4879
202.	N40 51.7399	W148 40.5915	28.865	7274.530	4890
203.	N40 51.1316	W148 35.6875	6.983	7281.510	4830

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
204.	N40 49.3172	W148 27.2392	12.342	7293.860	5002
205.	N40 49.0314	W148 18.7635	11.929	7305.780	4946
206.	N40 45.4024	W147 49.5422	41.652	7347.440	4951
207.	N40 42.0210	W147 27.8932	31.118	7378.550	4833
208.	N40 37.4059	W147 00.0768	40.124	7418.680	4929
209.	N40 29.4185	W146 16.9645	62.627	7481.310	4789
210.	N40 28.4431	W146 08.1225	12.625	7493.930	4670
211.	N40 25.3076	W145 56.3596	17.614	7511.540	4804
212.	N40 21.1411	W145 36.7586	28.791	7540.340	4680
213.	N40 17.4902	W145 08.8946	40.044	7580.380	4501
214.	N40 07.9649	W143 34.9232	134.488	7714.870	4240
215.	N40 07.7579	W143 32.8832	2.923	7717.790	4240
216.	N40 10.0448	W143 30.7659	5.192	7722.980	4320
217.	N40 07.4141	W143 29.4958	5.192	7728.170	4230
218.	N40 07.2078	W143 27.4636	2.912	7731.090	4250
219.	N40 07.1110	W143 26.5097	1.367	7732.450	4250
220.	N40 04.6051	W143 13.2787	19.368	7751.820	4144
221.	N40 03.9500	W143 11.8115	2.412	7754.230	4170
222.	N39 56.4653	W142 55.0636	27.567	7781.800	5451
223.	N39 56.1409	W142 54.3385	1.195	7783.000	5483
224.	N39 52.7039	W142 39.9933	21.411	7804.410	5507
225.	N39 51.3665	W142 21.6458	26.280	7830.690	5524
226.	N39 45.4615	W142 01.9120	30.210	7860.900	5300
227.	N39 41.5487	W141 48.8518	20.018	7880.910	5259
228.	N39 40.3092	W141 44.7173	6.340	7887.250	5260
229.	N39 37.9288	W141 32.9944	17.338	7904.590	5196
230.	N39 36.7423	W141 27.1537	8.642	7913.230	5146
231.	N39 36.6116	W141 20.6479	9.315	7922.550	5190
232.	N39 37.3744	W141 12.3135	12.011	7934.560	5010
233.	N39 36.8360	W141 05.3521	10.012	7944.570	5105
234.	N39 32.3166	W140 47.2217	27.276	7971.850	5860
235.	N39 27.7184	W140 28.7954	27.752	7999.600	5362
236.	N39 21.0350	W140 02.0494	40.336	8039.940	5340
237.	N39 19.4415	W139 55.6788	9.617	8049.550	5480
238.	N39 17.6532	W139 43.2988	18.101	8067.650	5346
239.	N39 15.6072	W139 34.0821	13.785	8081.440	5216
240.	N39 12.5732	W139 24.6078	14.743	8096.180	5171
241.	N39 08.1994	W139 08.4955	24.577	8120.760	5240
242.	N38 58.7974	W138 39.3058	45.561	8166.320	5230
243.	N38 45.5727	W137 41.8295	86.660	8252.980	5179
244.	N38 37.4541	W137 14.6802	42.135	8295.120	5080
245.	N38 37.4584	W137 11.8984	4.038	8299.150	5041
246.	N38 37.4672	W137 06.0879	8.433	8307.590	5032
247.	N38 34.1312	W136 54.5188	17.896	8325.480	4780
248.	N38 32.8508	W136 50.0810	6.868	8332.350	5113
249.	N38 30.0185	W136 40.2688	15.193	8347.540	4919
250.	N38 27.9428	W136 33.0820	11.134	8358.680	4782
251.	N38 23.5955	W136 21.7427	18.358	8377.040	5250
252.	N38 22.5188	W136 18.3498	5.327	8382.360	5336
253.	N38 14.0737	W135 51.7661	41.785	8424.150	5150
254.	N38 09.2811	W135 38.5383	21.250	8445.400	5000
255.	N38 09.2043	W135 38.3372	0.327	8445.720	5000
256.	N38 06.3121	W135 30.7722	12.281	8458.010	4882

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
257.	N38 01.6635	W135 18.6232	19.740	8477.750	4835
258.	N37 58.8956	W135 05.5835	19.762	8497.510	4890
259.	N37 57.0566	W134 56.9243	13.131	8510.640	5001
260.	N37 51.2460	W134 18.9989	56.621	8567.260	4959
261.	N37 35.2762	W133 21.9207	88.921	8656.180	4990
262.	N37 18.0059	W132 20.5039	96.049	8752.230	5310
263.	N37 11.1553	W132 04.3111	27.092	8779.320	4950
264.	N37 03.3552	W131 42.4615	35.433	8814.750	4670
265.	N36 58.8844	W131 26.5557	24.999	8839.750	4790
266.	N36 54.2641	W131 10.1346	25.834	8865.590	4941
267.	N36 53.8731	W131 08.7455	2.186	8867.770	4958
268.	N36 44.0471	W130 45.5850	38.943	8906.720	4920
269.	N36 40.0128	W130 28.7603	26.144	8932.860	5061
270.	N36 34.2020	W130 12.5090	26.506	8959.370	4971
271.	N36 23.6968	W129 43.1808	47.918	9007.280	4990
272.	N36 15.2554	W129 17.1223	42.007	9049.290	4740
273.	N35 49.1954	W128 07.4043	115.275	9164.570	4805
274.	N35 45.7920	W127 52.1339	23.853	9188.420	4890
275.	N35 42.3431	W127 45.0109	12.490	9200.910	4660
276.	N35 25.3653	W126 43.7773	97.703	9298.610	4723
277.	N35 14.8991	W126 28.9588	29.643	9328.260	4741
278.	N35 11.6971	W126 17.4005	18.510	9346.770	4670
279.	N35 07.5619	W126 05.2848	19.923	9366.690	4690
280.	N35 02.4464	W125 52.9998	20.932	9387.620	4674
281.	N35 00.3108	W125 50.9296	5.050	9392.670	4670
282.	N34 57.4111	W125 48.1202	6.858	9399.530	4666
283.	N34 50.3247	W125 39.0716	19.018	9418.550	4652
284.	N34 42.9510	W125 29.6702	19.788	9438.330	4620
285.	N34 39.5734	W125 21.2703	14.268	9452.600	4578
286.	N34 39.1412	W125 20.1958	1.826	9454.430	4572
287.	N34 37.3906	W125 15.3118	8.135	9462.560	4550
288.	N34 36.5833	W125 10.0974	8.109	9470.670	4523
289.	N34 36.7660	W125 08.7972	2.016	9472.690	4520
290.	N34 37.4363	W125 04.0269	7.396	9480.080	4499
291.	N34 35.8125	W124 55.7266	13.038	9493.120	4469
292.	N34 33.1273	W124 51.4812	8.174	9501.300	4463
293.	N34 32.2924	W124 50.1617	2.541	9503.840	4461
294.	N34 27.8794	W124 43.9984	12.472	9516.310	4453
295.	N34 18.4086	W124 30.7896	26.768	9543.080	4460
296.	N34 17.9087	W124 30.0931	1.412	9544.490	4460
297.	N34 15.2646	W124 18.9400	17.802	9562.290	4449
298.	N34 12.8074	W123 59.9455	29.518	9591.810	4401
299.	N34 12.3374	W123 49.6749	15.799	9607.610	4380
300.	N34 10.8640	W123 41.9317	12.203	9619.810	4380
301.	N34 06.9106	W123 35.7784	11.953	9631.760	4330
302.	N34 04.4222	W123 31.9077	7.524	9639.290	4369
303.	N34 01.0481	W123 25.2024	12.058	9651.350	4407
304.	N33 45.9521	W122 46.3178	66.126	9717.470	4159
305.	N33 45.0053	W122 43.8828	4.147	9721.620	4280
306.	N33 43.1702	W122 34.3086	15.171	9736.790	4150
307.	N33 40.4165	W122 20.6830	21.661	9758.450	3849
308.	N33 32.3452	W121 49.2951	50.793	9809.240	3738
309.	N33 31.6448	W121 44.3706	7.732	9816.980	3587

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
310.	N33 31.4687	W121 41.8615	3.899	9820.880	3583
311.	N33 31.2773	W121 39.1333	4.239	9825.110	3573
312.	N33 30.9566	W121 36.8191	3.632	9828.750	3610
313.	N33 30.0869	W121 30.5438	9.849	9838.600	3611
314.	N33 28.4277	W121 18.4334	19.008	9857.600	3646
315.	N33 27.2830	W121 10.0811	13.112	9870.720	3619
316.	N33 26.8511	W121 06.9301	4.948	9875.660	3480
317.	N33 26.8316	W121 03.2336	5.728	9881.390	3542
318.	N33 27.5254	W121 00.0515	5.095	9886.490	3546
319.	N33 28.3924	W120 53.6298	10.077	9896.560	3570
320.	N33 29.5790	W120 40.6866	20.169	9916.730	1751
321.	N33 29.7460	W120 38.8651	2.838	9919.570	1350
322.	N33 30.1254	W120 36.7771	3.309	9922.880	1200
323.	N33 30.3349	W120 35.2639	2.375	9925.250	1113
324.	N33 31.0967	W120 31.9020	5.393	9930.650	1094
325.	N33 31.2137	W120 29.8597	3.170	9933.820	1094
326.	N33 31.2240	W120 29.6803	0.278	9934.100	1094
327.	N33 31.5794	W120 25.5901	6.367	9940.460	1102
328.	N33 31.7097	W120 24.9132	1.075	9941.540	1107
329.	N33 32.1108	W120 23.2791	2.637	9944.170	1162
330.	N33 32.2394	W120 22.1708	1.732	9945.910	1205
331.	N33 32.3077	W120 21.5672	0.943	9946.850	1119
332.	N33 32.3964	W120 20.6560	1.420	9948.270	1017
333.	N33 32.4629	W120 20.0339	0.970	9949.240	985
334.	N33 32.6165	W120 18.3764	2.582	9951.820	929
335.	N33 32.6429	W120 18.1030	0.426	9952.250	907
336.	N33 32.6572	W120 17.1452	1.483	9953.730	1003
337.	N33 32.6669	W120 16.4428	1.087	9954.820	1196
338.	N33 32.6752	W120 15.8424	0.930	9955.750	1398
339.	N33 32.6937	W120 14.4975	2.082	9957.830	1209
340.	N33 32.7015	W120 14.1503	0.537	9958.370	1185
341.	N33 32.7466	W120 11.9637	3.386	9961.750	1102
342.	N33 32.7332	W120 11.3716	0.917	9962.670	1146
343.	N33 32.7232	W120 10.9311	0.682	9963.350	1149
344.	N33 32.7176	W120 10.6793	0.390	9963.740	1136
345.	N33 32.7371	W120 10.4009	0.432	9964.170	1130
346.	N33 32.8213	W120 09.2003	1.865	9966.040	1028
347.	N33 33.2693	W120 05.1283	6.357	9972.400	1001
348.	N33 33.3056	W120 03.8677	1.952	9974.350	877
349.	N33 33.3632	W120 01.8675	3.098	9977.450	798
350.	N33 33.6067	W120 00.0694	2.819	9980.260	688
351.	N33 33.6697	W119 59.6043	0.729	9980.990	661
352.	N33 33.7620	W119 58.9228	1.068	9982.060	653
353.	N33 33.8006	W119 58.6378	0.447	9982.510	651
354.	N33 33.8507	W119 58.2679	0.580	9983.090	638
355.	N33 33.8515	W119 58.2541	0.022	9983.110	637
356.	N33 33.8718	W119 57.8801	0.579	9983.690	595
357.	N33 33.8632	W119 57.5621	0.493	9984.180	577
358.	N33 33.8448	W119 56.8803	1.056	9985.240	569
359.	N33 33.8218	W119 56.0285	1.318	9986.560	570
360.	N33 33.9378	W119 55.1552	1.369	9987.930	580
361.	N33 34.1177	W119 53.8002	2.123	9990.050	497
362.	N33 34.4014	W119 51.6630	3.348	9993.400	388

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
363.	N33 34.4669	W119 51.1696	0.774	9994.170	394
364.	N33 34.5130	W119 50.8223	0.544	9994.710	376
365.	N33 34.7219	W119 50.4230	0.728	9995.440	358
366.	N33 34.8046	W119 50.3476	0.193	9995.640	372
367.	N33 35.0575	W119 50.1169	0.588	9996.220	376
368.	N33 35.9322	W119 49.3043	2.048	9998.270	410
369.	N33 37.2574	W119 48.2273	2.962	10001.230	481
370.	N33 38.1184	W119 47.8053	1.721	10002.950	539
371.	N33 38.4791	W119 47.6285	0.720	10003.670	539
372.	N33 39.0291	W119 47.3590	1.099	10004.770	542
373.	N33 39.2226	W119 47.2641	0.387	10005.160	530
374.	N33 39.6535	W119 46.9931	0.900	10006.060	548
375.	N33 39.7955	W119 46.9038	0.296	10006.360	555
376.	N33 40.1362	W119 46.6894	0.712	10007.070	570
377.	N33 40.6471	W119 46.3680	1.067	10008.140	602
378.	N33 40.6709	W119 46.3530	0.050	10008.190	604
379.	N33 41.1933	W119 46.0243	1.091	10009.280	657
380.	N33 41.6373	W119 45.7449	0.927	10010.200	747
381.	N33 42.3620	W119 45.4568	1.412	10011.620	889
382.	N33 43.2814	W119 45.1648	1.759	10013.370	1083
383.	N33 44.0922	W119 44.9073	1.550	10014.920	1172
384.	N33 44.3001	W119 44.8410	0.398	10015.320	1200
385.	N33 45.4487	W119 44.4745	2.198	10017.520	1402
386.	N33 45.5425	W119 44.4017	0.206	10017.730	1420
387.	N33 46.0824	W119 43.9825	1.190	10018.920	1527
388.	N33 47.1396	W119 42.4675	3.048	10021.960	1709
389.	N33 48.0787	W119 40.4133	3.614	10025.580	1785
390.	N33 50.9880	W119 31.8199	14.308	10039.890	1256
391.	N33 51.2423	W119 30.1715	2.586	10042.470	1240
392.	N33 51.0833	W119 29.1569	1.592	10044.060	1253
393.	N33 50.9443	W119 28.2702	1.392	10045.460	1253
394.	N33 51.2838	W119 26.5568	2.716	10048.170	1200
395.	N33 51.5330	W119 25.2993	1.994	10050.170	1032
396.	N33 51.5921	W119 25.0005	0.473	10050.640	938
397.	N33 51.6035	W119 24.9430	0.091	10050.730	913
398.	N33 51.6299	W119 24.8101	0.211	10050.940	894
399.	N33 51.8056	W119 23.9232	1.406	10052.350	750
400.	N33 51.8475	W119 23.7203	0.322	10052.670	726
401.	N33 52.2829	W119 21.6110	3.351	10056.020	750
402.	N33 52.3436	W119 21.3167	0.468	10056.490	849
403.	N33 52.3481	W119 21.2992	0.028	10056.520	849
404.	N33 52.8620	W119 19.3245	3.190	10059.710	824
405.	N33 53.0040	W119 18.2895	1.617	10061.320	821
406.	N33 53.0021	W119 18.2121	0.119	10061.440	821
407.	N33 52.9939	W119 17.8881	0.500	10061.940	819
408.	N33 52.9857	W119 17.5638	0.500	10062.440	819
409.	N33 52.9835	W119 17.4794	0.131	10062.570	813
410.	N33 52.9794	W119 17.3174	0.249	10062.820	815
411.	N33 53.1925	W119 16.1034	1.913	10064.740	805
412.	N33 53.1548	W119 14.9796	1.734	10066.470	804
413.	N33 52.6848	W119 12.6437	3.705	10070.170	815
414.	N33 52.3963	W119 11.2097	2.275	10072.450	827
415.	N33 52.2071	W119 10.2694	1.491	10073.940	832

LINE NO.	POSITION		ROUTE DISTANCE (KM)		WATER DEPTH (m)
	LATITUDE	LONGITUDE	EACH EVENT	CUMM.	
416.	N33 51.9248	W119 08.5067	2.768	10076.710	852
417.	N33 50.9169	W119 02.2121	9.886	10086.590	883
418.	N33 50.9334	W118 59.8079	3.708	10090.300	886
419.	N33 50.9376	W118 59.1953	0.945	10091.250	888
420.	N33 51.4470	W118 54.5613	7.210	10098.460	896
421.	N33 51.4790	W118 54.4077	0.244	10098.700	896
422.	N33 52.5367	W118 49.3380	8.059	10106.760	880
423.	N33 52.7638	W118 48.2866	1.674	10108.430	845
424.	N33 52.8773	W118 45.4694	4.349	10112.780	707
425.	N33 53.1080	W118 44.5939	1.416	10114.200	635
426.	N33 53.1856	W118 44.4272	0.294	10114.490	619
427.	N33 53.2770	W118 44.2312	0.347	10114.840	609
428.	N33 53.3633	W118 44.0458	0.327	10115.170	594
429.	N33 53.3993	W118 43.9686	0.136	10115.300	585
430.	N33 53.6410	W118 43.6551	0.659	10115.960	553
431.	N33 53.7933	W118 43.4576	0.414	10116.380	543
432.	N33 53.8431	W118 43.4090	0.119	10116.500	543
433.	N33 53.9603	W118 43.2946	0.279	10116.770	540
434.	N33 54.6916	W118 42.5804	1.744	10118.520	499
435.	N33 55.1359	W118 42.0497	1.159	10119.680	466
436.	N33 55.7173	W118 40.9839	1.963	10121.640	398
437.	N33 56.0419	W118 39.9747	1.667	10123.310	332
438.	N33 56.2650	W118 39.2236	1.229	10124.540	287
439.	N33 56.3965	W118 37.6071	2.502	10127.040	242
440.	N33 56.5967	W118 36.8362	1.244	10128.280	215
441.	N33 56.6036	W118 36.8099	0.043	10128.330	214
442.	N33 56.7238	W118 36.5503	0.457	10128.780	205
443.	N33 56.7477	W118 36.4987	0.091	10128.870	203
444.	N33 56.8224	W118 36.2634	0.388	10129.260	194
445.	N33 56.8238	W118 36.2498	0.021	10129.280	194
446.	N33 56.9088	W118 35.4565	1.233	10130.520	170
447.	N33 56.8847	W118 35.0417	0.640	10131.160	156
448.	N33 56.8534	W118 34.5043	0.830	10131.990	133
449.	N33 56.8332	W118 34.2503	0.393	10132.380	123
450.	N33 56.8219	W118 34.1082	0.220	10132.600	115
451.	N33 56.7865	W118 33.6634	0.689	10133.290	76
452.	N33 56.7747	W118 33.5144	0.230	10133.520	66
453.	N33 56.7381	W118 33.0547	0.712	10134.230	59
454.	N33 56.6853	W118 32.3275	1.124	10135.350	54
455.	N33 56.6020	W118 31.1797	1.775	10137.130	47
456.	N33 56.5966	W118 31.1058	0.115	10137.240	47
457.	N33 56.5923	W118 30.5868	0.800	10138.040	44
458.	N33 56.5772	W118 28.7604	2.814	10140.860	27
459.	N33 56.5741	W118 28.3950	0.563	10141.420	23
460.	N33 56.5691	W118 27.7831	0.943	10142.360	17
461.	N33 56.5675	W118 27.5959	0.288	10142.650	15
462.	N33 56.5586	W118 27.3838	0.327	10142.980	13
463.	N33 56.5210	W118 26.4940	1.373	10144.350	-4

EXHIBIT "B"
LEGAL DESCRIPTION

SUBMERGED LANDS (4 Marine Bores from MHW westerly to terminus)

A strip 18" wide, in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Commencing at the calculated centerline intersection of the centerline of Vista del Mar, 100 feet wide, and Deauville Street, 60 feet wide, as said streets are shown on Tract No. 4834 as per map recorded in Book 115 Pages 4 and 5 of Maps, records of Los Angeles County; thence along the southwesterly prolongation of the centerline of said Deauville Street, South 70°40'51" West, 50.11 feet to the southwesterly line of said Vista del Mar; thence along said southwesterly line, North 24°41'30" West, 387.97 feet; thence at a right angle to said southwesterly line, South 65°18'30" West, 160.83 feet to the Proposed Cable Launching Site, said point being hereinafter referred to as Point "A";

Bore 1

Commencing at the above referenced Point "A"; thence North 80°31'26" West approximately 440 feet to the Mean High Water Line (MHW) of the Pacific Ocean, being the True Point of Beginning; thence North 80°31'26" West, 4084 feet to the end of the Bore 1 described centerline.

BORE 2

Commencing at the above referenced Point "A"; thence North 82°38'05" West approximately 428 feet to said MHW, being the True Point of Beginning; thence North 82°38'05" West approximately 4094 feet to the end of the Bore 2 described centerline.

BORE 3

Commencing at the above referenced Point "A"; thence North 84°40'17" West approximately 418 feet to said MHW, being the True Point of Beginning; thence North 84°40'17" West approximately 4096 feet to the end of the Bore 3 described centerline.

BORE 4

Commencing at the above referenced Point "A"; thence North 86°58'09" West approximately 408 feet to said MHW, being the True Point of Beginning; thence North 86°58'09" West approximately 4104 feet to the end of the Bore 4 described centerline.

As shown on Exhibit "B-1" attached hereto and by this reference made a part hereof

David O. Knell

David O. Knell PLS 5301

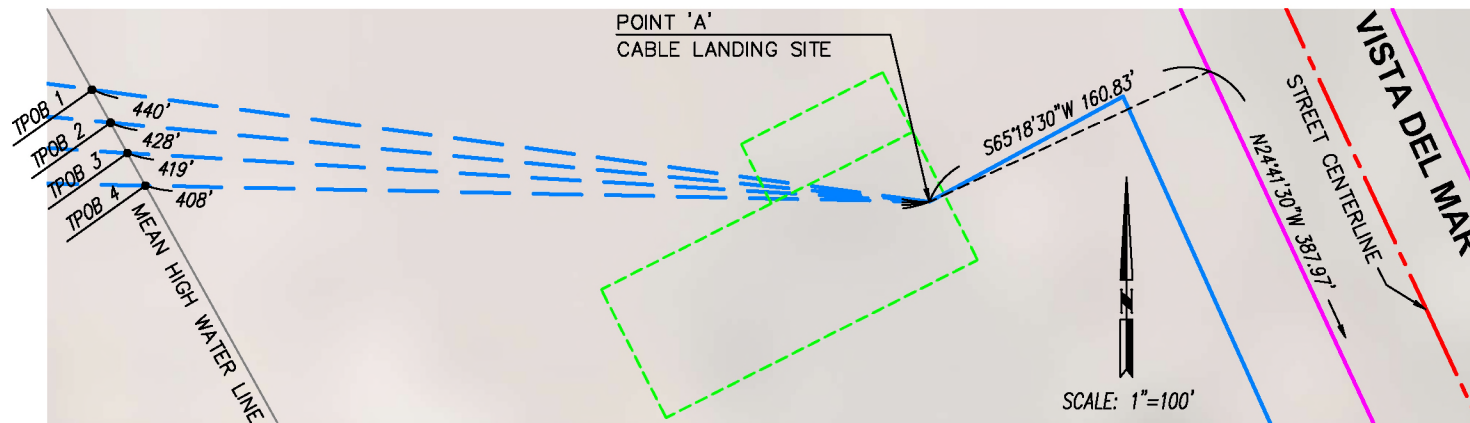
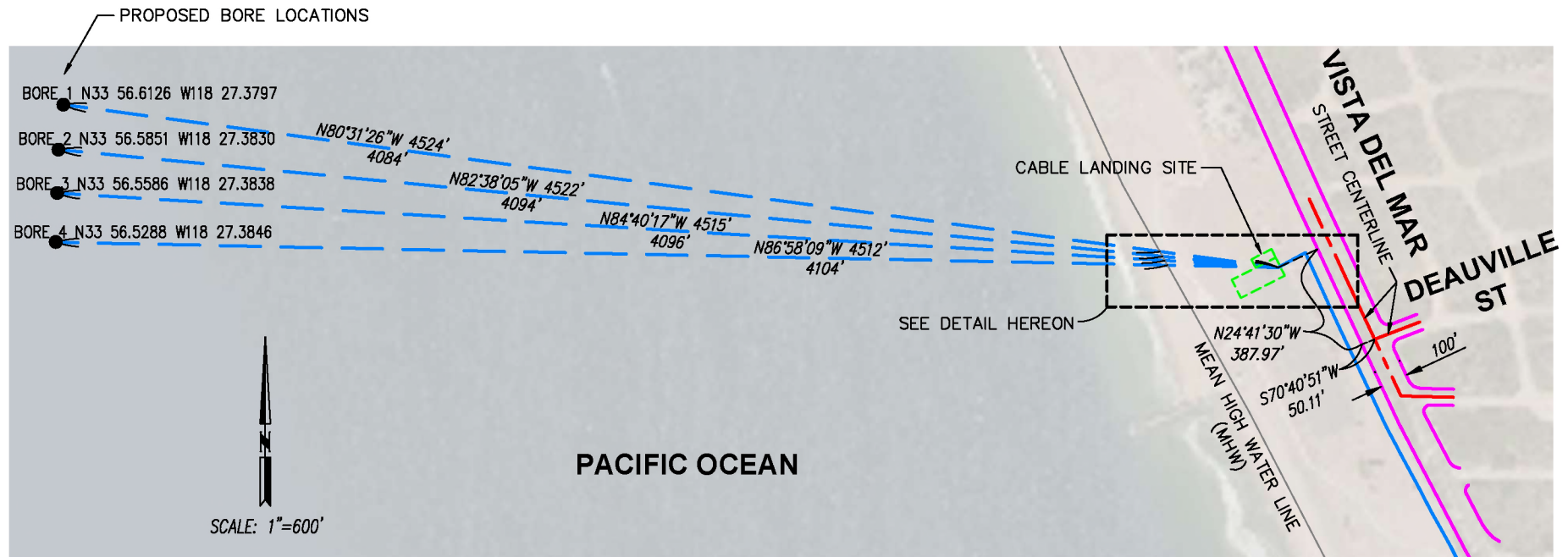
1-2-2018

Date



EXHIBIT 'B-1'

SUBMERGED LANDS (4 MARINE BORES FROM MHW WESTERLY TO TERMINUS)



DETAIL

EXHIBIT "C"
LEGAL DESCRIPTION

**DOCKWEILER BEACH TRENCH (from the southeasterly line of
Assessor's Parcel 4129-001-902 to the southeasterly line of Assessor's
Parcel 4129-001-901)**

A strip 18" wide, in the City of Los Angeles, County of Los Angeles
County, State of California, the centerline of which is described as follows:

Commencing at the calculated centerline intersection of the centerline of
Vista del Mar, 100 feet wide, and Deauville Street, 60 feet wide, as said
streets are shown on Tract No. 4834 as per map recorded in Book 115 Pages
4 and 5 of Maps, records of Los Angeles County; thence along the
southwesterly prolongation of the centerline of said Deauville
Street, South 70°40'51" West, 50.11 feet to the southwesterly line of said
Vista del Mar; thence continuing along said
line, South 70°40'51" West, 48.95 feet thence Southeasterly and generally
paralleling Vista del Mar, the following courses:

South 23°25'56" East, 320.21 feet;

South 26°15'53" East, 857.33 feet;

South 25°28'23" East, 1999.24 feet, more or less, to the northwesterly line of
Assessor's Parcel 4129-001-901 and the True Point of Beginning;

Thence the following courses:

South 25°28'23" East, 432.71 feet to an angle point; thence
South 30°53'41" East, 435.61 feet to the southeasterly line of said Assessor's
Parcel 4129-001-901, being on the westerly prolongation of the northerly line
of Imperial Highway, 112 feet wide, said point also being 10.00 feet
southwesterly of the southwesterly line of Vista del Mar as measured along
said prolongation, said point also being the end of the described centerline.

As shown on Exhibit "C-1" attached hereto and by this reference made a part hereof

David O. Knell

1-2-2018

David O. Knell PLS 5301

Date

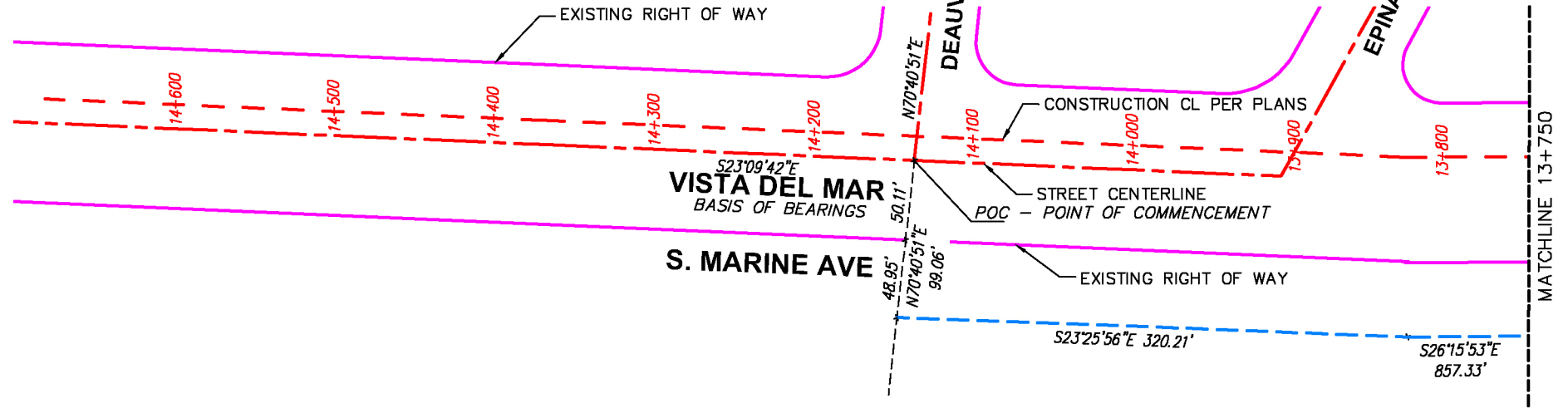


EXHIBIT 'C-1'

DOCKWEILER BEACH TRENCH (FROM THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-902 TO THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-901)

TRACT NO.

4834



APN: 4129-001-902

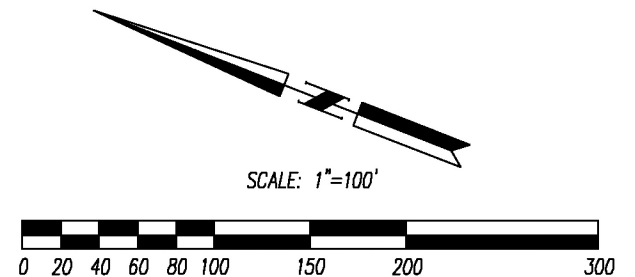
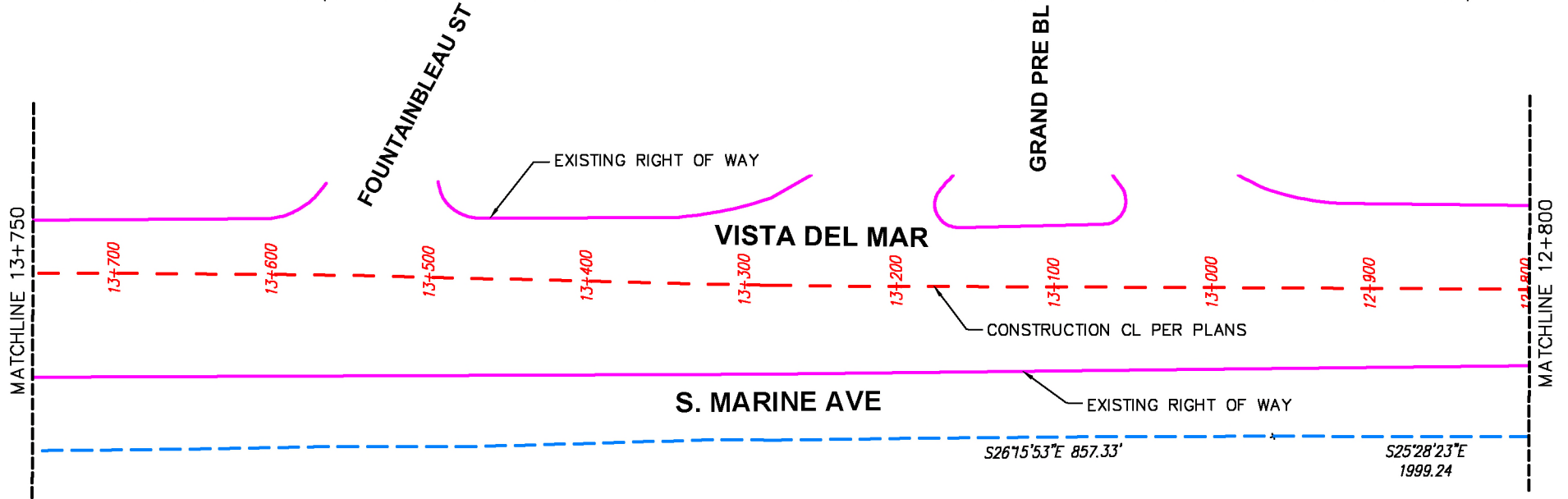


EXHIBIT 'C-1'

DOCKWEILER BEACH TRENCH (FROM THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-902 TO THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-901)



APN: 4129-001-902

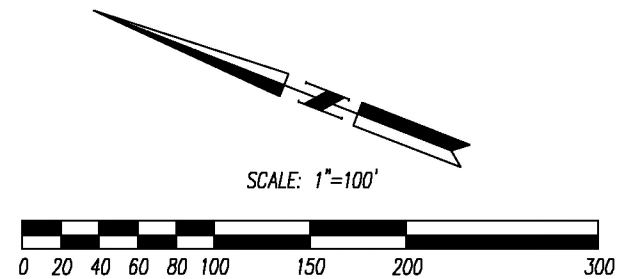
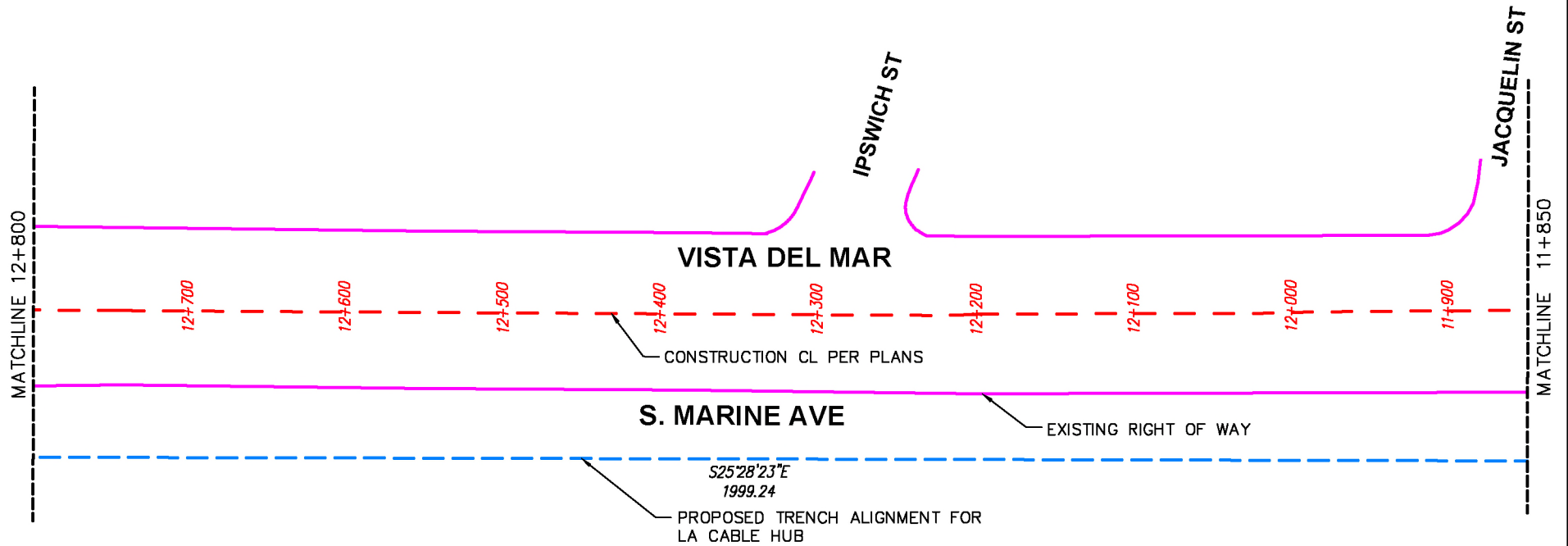


EXHIBIT 'C-1'

DOCKWEILER BEACH TRENCH (FROM THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-902 TO THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-901)



APN: 4129-001-901

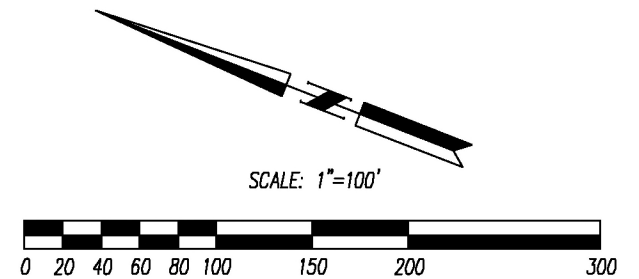


EXHIBIT 'C-1'

DOCKWEILER BEACH TRENCH (FROM THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-902 TO THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-901)

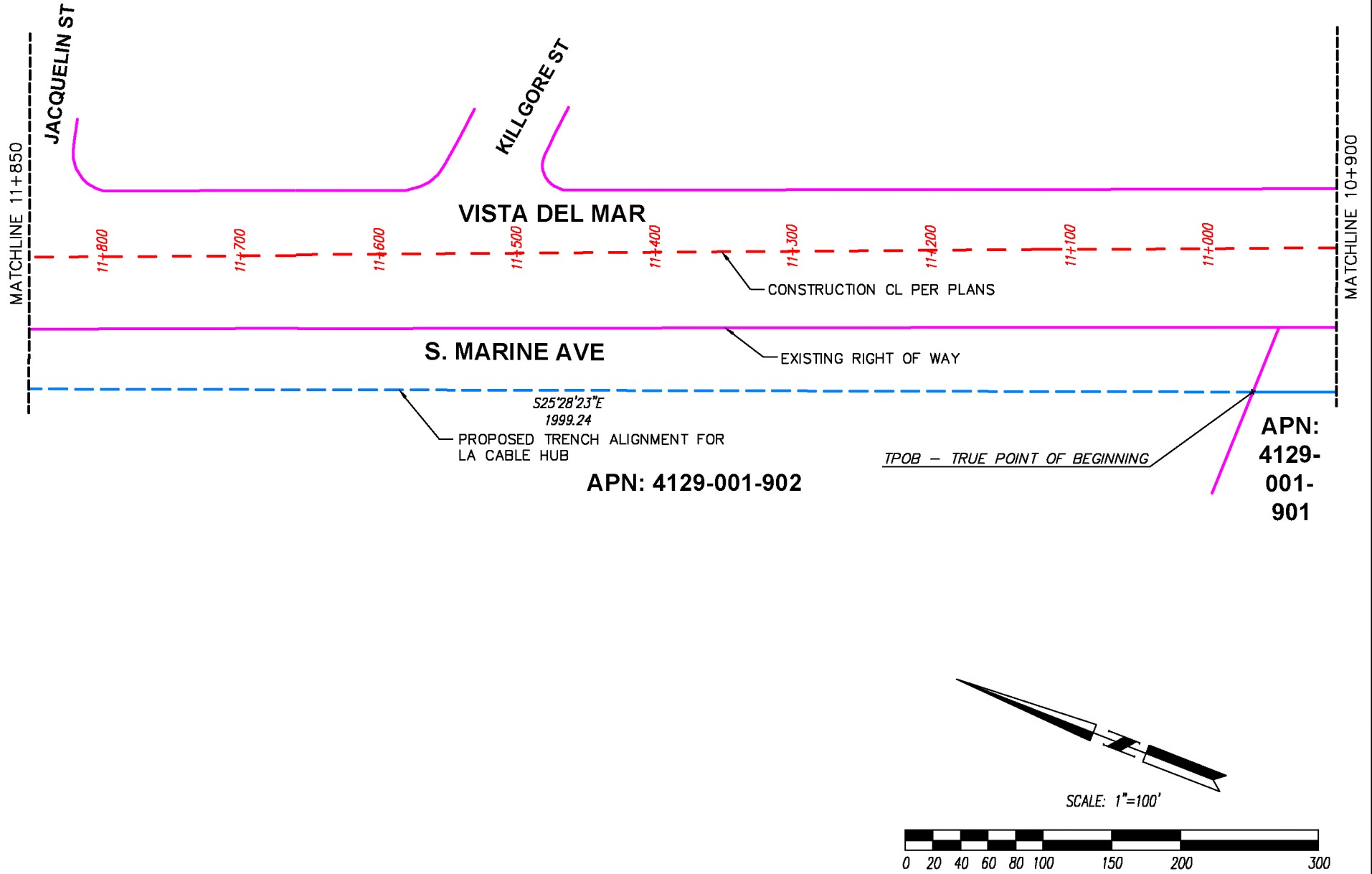
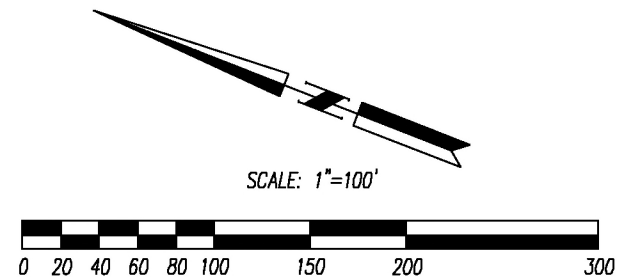
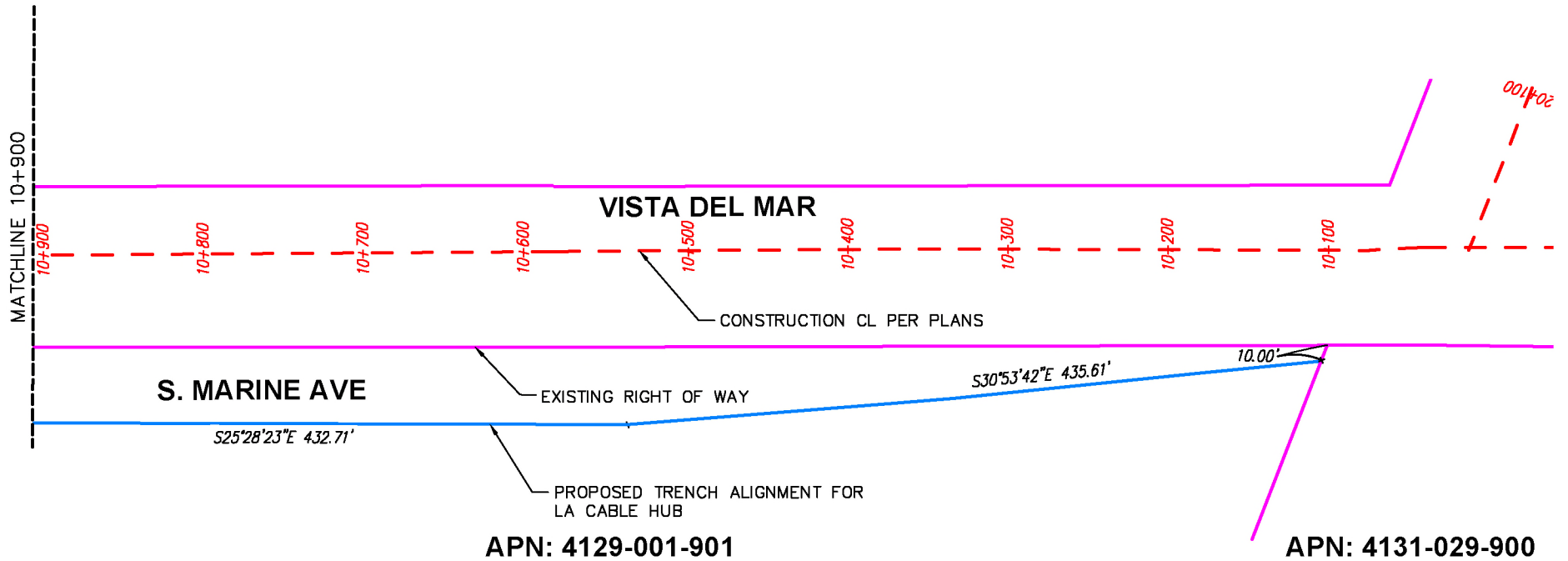
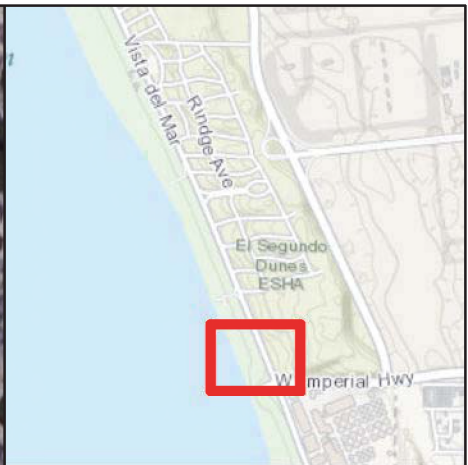


EXHIBIT 'C-1'

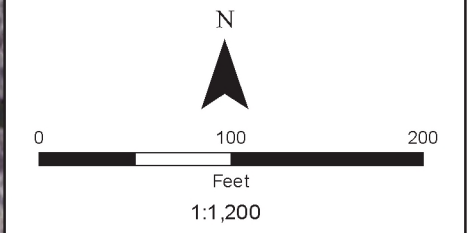
DOCKWEILER BEACH TRENCH (FROM THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-902 TO THE SOUTHEASTERLY LINE OF ASSESSOR'S PARCEL 4129-001-901)



FILE: \\wdwaks02\Data\Projects\0332596_TE_Subcom\MXD\20170818_PLCN_Parcel_Encroachment_4129001901.mxd Created: 3/21/2017 REVISED: 08/18/2017 SCALE: 1:1,200 when printed at 11x17 DRAWN BY: GIS



- Legend**
- Equipment Setup
 - Parcel Boundary
 - Terrestrial Conduit Route
 - Trenching
 - HDD
 - Staging Area



Parcel 4129001901
Proposed Encroachment
Los Angeles Trans-Pacific
Telecommunications
Cable Hub

Environmental Resources
Management
www.erm.com 

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: Tyco Electronics Subsea Communications, LLC.Date: 02/09/2018Agreement/Reference: for the purposes of a Non-Exclusive Easement for Fiber Optic Cable, CD11

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an Additional Insured

5,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

☒ **Pollution Liability**

1,000,000☒ Contractor's Pollution Liability _____

☒ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

☐ **Crime Insurance**

Other: Provided to: Cid Macaraeg @ RAP

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.