



REPORT TO THE

BOARD OF AIRPORT COMMISSIONERS

 <u>Samantha Bricker (Feb 10, 2022 10:55 PST)</u> Reviewed by: Samantha Bricker, Chief Sustainability & Revenue Management Officer <u>Brian C. Ostler (Feb 10, 2022 16:28 PST)</u> Brian C. Ostler, City Attorney <u>Justin Erbacci (Feb 10, 2022 16:29 PST)</u> Justin Erbacci, Chief Executive Officer	<u>Meeting Date</u> 2/17/2022																											
	Needs Council Approval: <input checked="" type="checkbox"/> Y																											
	<table border="1"> <thead> <tr> <th><u>Reviewed for/by:</u></th> <th><u>Date</u></th> <th><u>Approval Status</u></th> <th><u>By</u></th> </tr> </thead> <tbody> <tr> <td>Finance</td> <td>2/8/2022</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>2/7/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>VW</td> </tr> <tr> <td>Procurement</td> <td>2/8/2022</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond</td> <td>LK</td> </tr> <tr> <td>Guest Experience</td> <td>2/7/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>2/7/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>KC</td> </tr> <tr> <td>City Attorney</td> <td>2/7/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>CA</td> </tr> </tbody> </table>	<u>Reviewed for/by:</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>	Finance	2/8/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	2/7/2022	<input checked="" type="checkbox"/> Y	VW	Procurement	2/8/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	LK	Guest Experience	2/7/2022	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	2/7/2022	<input checked="" type="checkbox"/> Y	KC	City Attorney	2/7/2022	<input checked="" type="checkbox"/> Y
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City Attorney	2/7/2022	<input checked="" type="checkbox"/> Y	CA																									

SUBJECT

Public Hearing and Adoption of Resolutions of Necessity Requesting the City Council to Authorize Commencement of Eminent Domain Proceedings

Request for (1) authority to conduct a public hearing and (2) the adoption of Resolutions of Necessity, which request the Los Angeles City Council to adopt ordinances to authorize commencement of eminent domain proceedings to acquire portions of two properties located at 1071 West Arbor Vitae Street, Inglewood, and 9150 Aviation Boulevard, Inglewood (collectively referred to as the Subject Properties).

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. CONDUCT a public hearing on the proposed Resolutions of Necessity.
3. DETERMINE that:
 - (a) The acquisition of the Subject Properties 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. It is within the scope of the previously-certified Environmental Impact Report prepared for the Los Angeles International Airport Landside Access Modernization Program (State Clearinghouse No. 2015021014) and does not include any changes to the Landside Access Modernization Program that would

require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

- (b) The taking of the Subject Properties 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), Section 1230.010 et seq.; and Sections 1240.050 and 1240.125 of the California Code of Civil Procedure, and all other applicable law as set forth herein.
4. ADOPT the Resolutions of Necessity making all necessary findings and requesting the City Council to authorize commencement of eminent domain proceedings to acquire the Subject Properties for the Los Angeles International Airport Landside Access Modernization Program.
 5. APPROPRIATE a total amount of \$57,799 from the LAX Revenue Fund for acquisition of the Subject Properties.
 6. AUTHORIZE the Chief Financial Officer, upon proper certification and instruction from the Chief Executive Officer and City Attorney, to draw a demand in the amount necessary to make a deposit 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 Properties through negotiated settlement or court judgment.
 7. REQUEST that the Los Angeles City Council adopt ordinances approving the Resolutions of Necessity, upon approval as to form and legality by the City Attorney.

DISCUSSION

1. Purpose

To acquire the Subject Properties required to implement the Landside Access Modernization Program (LAMP or the Project) at Los Angeles International Airport (LAX).

2. Prior Related Actions/History of Board Actions

- **March 2, 2017 – Resolution No. 26185 (Board File 2028)**
The Board of Airport Commissioners (Board) certified the Final Environmental Impact Report (EIR) (ENV-2016-3391-ENV, State Clearing House No. 2015021014) for LAMP, in compliance with State and City CEQA Guidelines. The Final EIR was adopted by the Los Angeles City Council on June 7, 2017. On June 13, 2017, the Los Angeles City Council held a public hearing in compliance with Public Utilities Code Section 21661.6 for LAMP, in compliance with State and City CEQA Guidelines and, following that hearing, approved the plan for the proposed LAMP acquisition activities.

3. Background

Los Angeles World Airports (LAWA) must acquire the Subject Properties for roadway improvements, as depicted in the attachments, to implement LAMP. From October 2021 to December 2021, LAWA made written offers to the owners of record of the Subject Properties for an amount not less than the appraised fair market value (FMV) for each of the Subject Properties. At this time, staff is pursuing the eminent domain process in order to

maintain the project schedule, but will continue to engage in negotiations with the owners of the Subject Properties over the possible voluntary acquisition of one or more of the Subject Properties. As of this date, LAWA has been unable to reach negotiated agreements with the owners of the Subject Properties or their representatives.

4. Current Action/Rationale

Eminent Domain is necessary at this time so as not to delay construction of LAMP. Staff remain willing to negotiate with the owners of the Subject Properties for a negotiated acquisition, but staff's efforts to date have been unsuccessful. Los Angeles World Airports has an obligation to deliver the Subject Properties to the LAMP team on schedule. The public hearing and adoption of the attached Resolutions of Necessity support timely delivery and construction of LAMP. The Subject Properties are necessary in order to complete the roadway widening of Arbor Vitae, which is part of the LAMP project. These partial acquisitions and temporary construction easements are necessary for curb ramp and sidewalk improvements along Arbor Vitae. Subject Properties are shown in Attachment 1.

The cost to acquire the Subject Properties, based on appraised values, is estimated to total \$57,799 as itemized in the table below:

Parcel	Address	Owner Name	Property Interest Needed	Fair Market Value Amount Offered
4-108	1071 W. Arbor Vitae	1071 AV LLC	Permanent Easement	\$12,075
4-109A&B	9150 Aviation Blvd.	The Hertz Corporation	Permanent Easement and Temporary Construction Easement (TCE)	\$45,724
Total				\$57,799

Eminent Domain Process

In accordance with California Government Code Section 37350.5, Public Utilities Code Section 21661.6, and the Los Angeles City Charter Section 632(c), the City of Los Angeles, acting by and through LAWA, may acquire property by eminent domain for airport and related public uses and purposes necessary to carry out its powers or functions. One of LAWA's powers and functions is to acquire land for the Project and to build the Project.

As required by Government Code Section 7267.2, written offers based upon approved appraisals were presented to the owners of record of the Subject Properties. Los Angeles World Airports has not been able to reach agreements with the owners of the Subject Properties. Thus, the exercise of eminent domain is necessary to acquire the Subject Properties, which are needed for the Project.

In accordance with California Eminent Domain Law, LAWA mailed a notice of this hearing to the owners of the Subject Properties informing them of their right to appear and to be heard on whether the following factors exist:

1. That the public interest and necessity require the proposed Project.
2. That the proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. That each of the respective Subject Properties sought to be acquired by eminent domain and described in the Resolutions of Necessity is necessary for the proposed Project.
4. That each of the respective offers required by Government Code section 7267.2, together with the respective accompanying statements and summaries of the basis for the amount established as just compensation, were actually made to the respective owners of the Subject Properties (unless an owner could not be located with reasonable diligence) and that the respective offers and statements/summaries were in a form and contained all of the factual information required by Government Code section 7267.2.
5. That the requisite environmental review of the proposed use has been completed in compliance with CEQA.
6. Pursuant to Code of Civil Procedure sections 1240.610 and 1240.510, to the extent that each of the respective Subject Properties is already devoted to a public use, the use to which each of the respective Subject Properties is to be acquired under the Resolutions of Necessity is a more necessary public use than the use to which the respective 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 respective Subject Properties are already devoted.
7. That LAWA has statutory authority to acquire each of the respective Subject Properties by eminent domain, pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125, because the respective Subject Properties are being acquired for airport purposes and the respective Subject Properties are necessary and essential to the Project.

After the Board has held the public hearing, the Board must decide whether to adopt the proposed Resolutions of Necessity to acquire the Subject Properties by eminent domain, subject to approval by the Los Angeles City Council. In order to adopt the Resolutions of Necessity, the Board must consider the factual presentations and evidence (including the information in this report) and, by vote of two-thirds of its governing body, approve the Resolutions of Necessity which state that the Board found and determined that the factors listed in items 1 through 7 above exist. Adoption of the Resolutions of Necessity by the Board and approval of the ordinances by the Los Angeles City Council will authorize LAWA's legal counsel to pursue legal action to acquire the Subject Properties by eminent domain, including seeking prejudgment possession of the Subject Properties through a court order.

The following is information substantiating that the criteria in items 1 through 7 above has been met:

With respect to items 1 through 3, LAWA is proposing to modernize LAX to improve passenger quality-of-service and provide world class facilities for its customers. Currently, LAX is the second busiest airport in the U.S. and the largest in California, and the Central Terminal Area and parking areas are severely congested during peak periods with conditions expected to continue to worsen over time. Through the Project, LAWA will provide new transportation options and facilities to mitigate the congestion and parking issues including: an Automated People Mover System, a Consolidated Rental Car Facility, and an Intermodal Transportation Facility close to the 405 freeway and Sepulveda Boulevard to allow for pick-up and drop-off of passengers. After considering different project alignments and options, the current alignment was concluded to offer the greatest

public good and the least private injury. Moreover, the Subject Properties sought to be acquired by eminent domain are necessary for the Project because they will be part of necessary roadway improvements and widening.

With respect to item 4, an offer was made to the respective owners of record in accordance with Section 7267.2 of the Government Code. Los Angeles World Airports staff has taken the following required actions for the Subject Properties:

- Obtained appraisals from a California Licensed General Real Estate Appraiser to determine the FMV of the Subject Properties
- Reviewed and approved the appraisals to establish the just compensation (purchase) offer amounts for each of the respective Subject Properties
- Determined the owners of each of the respective Subject Properties and the owners' interest therein by examining the title reports for the respective Subject Properties
- Sent written offers via certified mail to the owners of record of each of the respective Subject Properties for the full amount of just compensation, which was not less than the respective approved appraised values. The written offers were accompanied by an informational pamphlet detailing the process of eminent domain, the owners' rights under the California Eminent Domain Law, and the respective appraisal summary statements

With respect to item 5, the environmental impacts of the acquisition of the Subject Properties were evaluated in the previously-adopted LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Properties is exempt from the requirements of the California Environmental Quality Act pursuant to Article II, Section 2.i of the Los Angeles City CEQA Guidelines. It is also within the scope of the certified LAMP EIR and does not include any changes to the project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

With respect to item 6, to the extent any portion or portions of the Subject Properties proposed for acquisition has or have any utilities or other uses that are public uses, the use for which LAWA will be acquiring the Subject Properties is either a compatible public use and will not unreasonably interfere with or impair the continuance of the public use to which the Subject Properties are already devoted, or the use for which LAWA will be acquiring the Subject Properties is a more necessary public use than the use to which portions of the Subject Properties have been devoted.

With respect to item 7, LAWA has the power to acquire the Subject Properties outside the City of Los Angeles territorial limits pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because they are being acquired for airport purposes, and they are necessary and essential to the Project.

5. Fiscal Impact

Landside Access Modernization Project-related acquisitions are included in LAWA's 10-year Capital Improvement Plan (CIP). As a consequence, approval of this item will result in no net increase to the CIP.

6. Alternatives Considered

- **Take No Action**

Taking no action on this item could substantially delay the project construction timeline if an agreement for voluntary acquisition is not reached with the property owners.

APPROPRIATIONS

Staff requests funding for the Subject Properties for a total amount of \$57,799 to be appropriated and allocated from the LAX Revenue Fund to WBS Element No. 1.18.25A-700 (LAMP Phase 1 Eminent Domain Land Acquisition).

STANDARD PROVISIONS

1. The acquisition of the Subject Properties 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. It is within the scope of the previously-certified Environmental Impact Report prepared for the Los Angeles International Airport Landside Access Modernization Program (State Clearinghouse No. 2015021014) and does not include any changes to the Landside Access Modernization Program that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162
2. This proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 632(c).
4. This action is not subject to the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of MLO Bidder Contributions CEC Form 50.
16. This action is not subject to the provisions of the Iran Contracting Act.

Attachments:

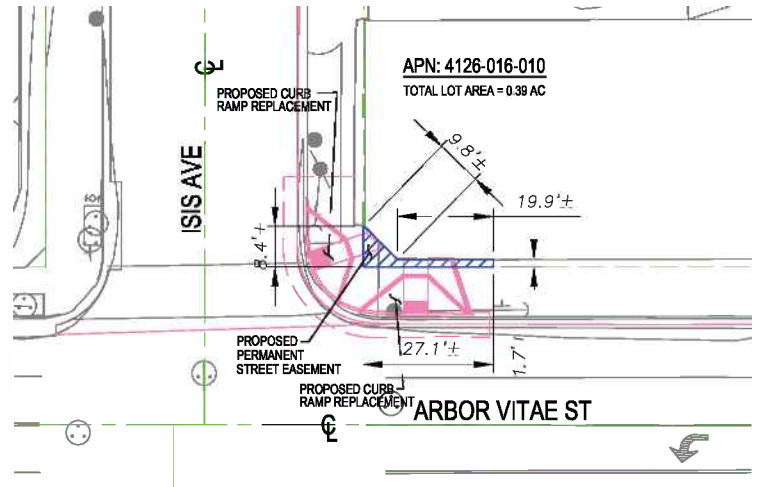
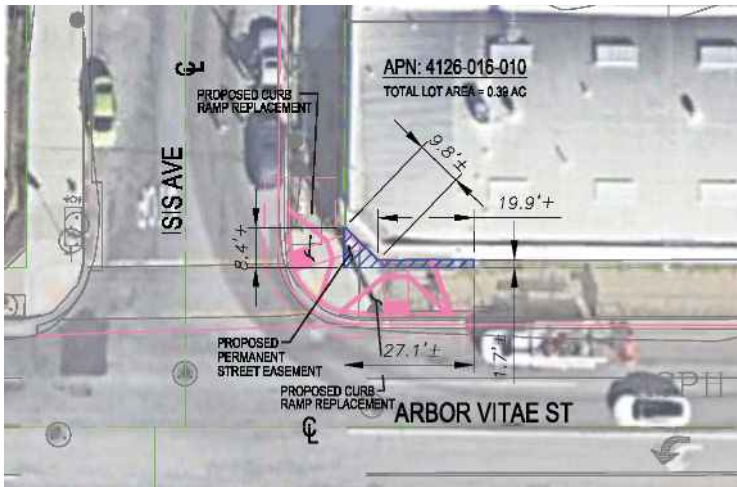
1. Subject Properties
2. Resolutions of Necessity
3. Draft Ordinances

Attachment 1 - Subject Properties

1. 1071 West Arbor Vitae, Inglewood - 1071 AV LLC
2. 9150 Aviation Boulevard, Inglewood - The Hertz Corporation (West); and
9150 Aviation Boulevard, Inglewood - The Hertz Corporation (East)

OWNER: 1071 AV LLC, A DELAWARE LIMITED LIABILITY COMPANY
 APN: 4126-016-010 PARCEL ID: 4-108
 ADDRESS: 1071 W ARBOR VITAE ST
 CURRENT AS OF: JUNE 30, 2021

NOTE:
 LOS ANGELES WORLD AIRPORT, CITY OF LOS ANGELES, AND OTHER MISCELLANEOUS PUBLIC AGENCIES ARE STILL IN THE PLANNING STAGES OF THE PROPOSED PROJECT. THIS ILLUSTRATION DEPICTED HEREIN IS FOR PLANNING PURPOSES ONLY AND NOT FOR CONSTRUCTION OR THIRD PARTY USE. PROPOSED IMPROVEMENTS, STAGING, SCHEDULE, AND LIMITS OF ACQUISITION DEPICTED HEREIN ARE SUBJECT TO CHANGE.



LEGEND			
	EXISTING STREET CENTERLINE		
	EXISTING CITY RAW		
	PROPERTY LINE		
	PERMANENT STREET EASEMENT		
	PROPOSED CURB RAMP		

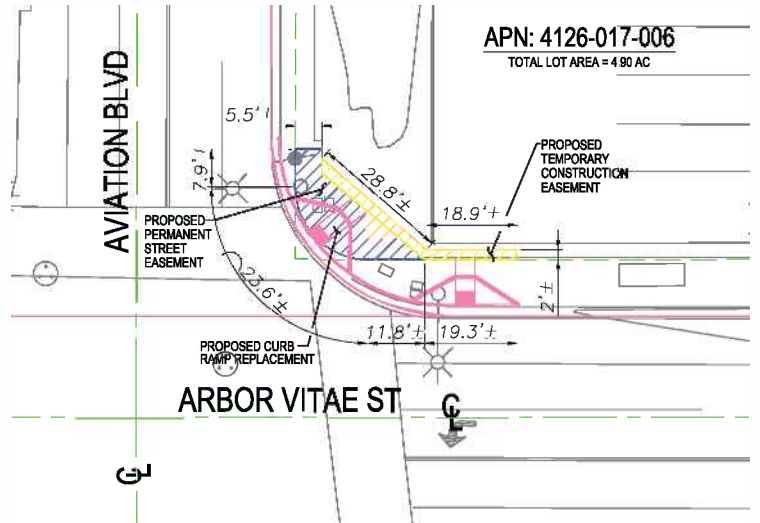
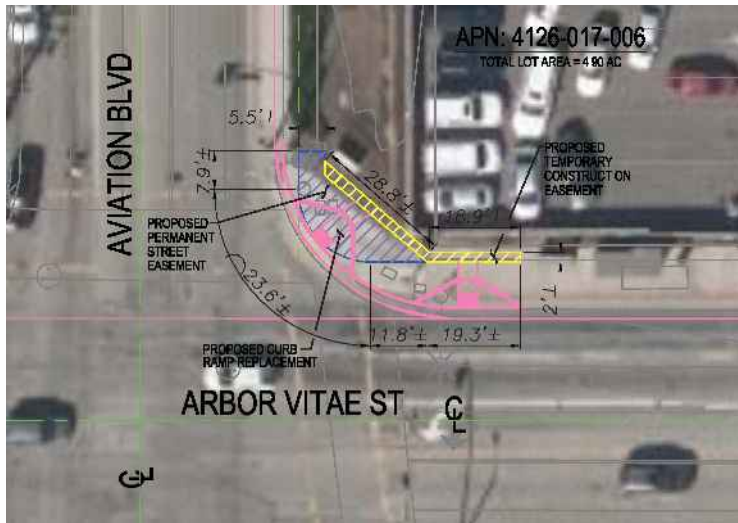


NOT TO SCALE

ACQUISITION INTEREST	AREAS (SQURE FOOT)		
	TOTAL LOT	REQ'D (UF)	REMAINDER
FEE ACQUISITION	17,132	-	17,132
PERMANENT STREET EASEMENT	-	69	-

OWNER: THE HERTZ CORPORATION, A DELAWARE CORPORATION
 APN: 4126-017-006 PARCEL ID: 4-109A
 ADDRESS: 9150 AVIATION BLVD
 CURRENT AS OF: JUNE 30, 2021

NOTE:
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LEGEND

- EXISTING STREET CENTERLINE
- EXISTING CITY R/W
- PROPERTY LINE
- PERMANENT STREET EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED CURB RAMP

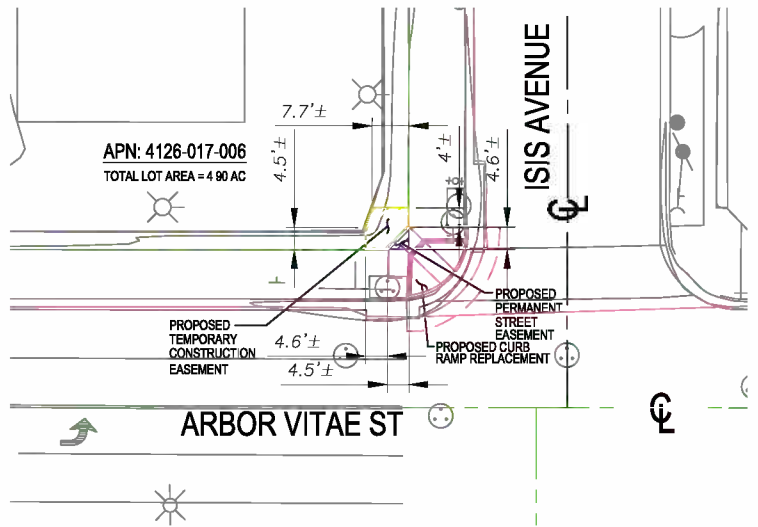
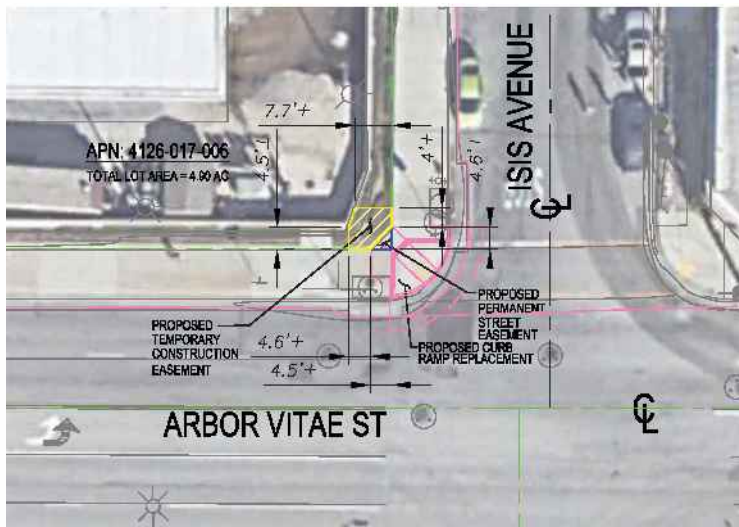
ACQUISITION INTEREST	AREAS (SQ. FOOT)		
	TOTAL LOT	REQ'D (UF)	REMAINDER
FEE ACQUISITION	213,313	-	213,313
PERMANENT STREET EASEMENT	-	269	-
TEMPORARY CONSTRUCTION EASEMENT	-	96	-



OWNER: THE HERTZ CORPORATION, A DELAWARE CORPORATION
 APN: 4126-017-006 PARCEL ID: 4-109B
 ADDRESS: 9150 AVIATION BLVD
 CURRENT AS OF: JUNE 30, 2021

NOTE:

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LEGEND

- EXISTING STREET CENTERLINE
- EXISTING CITY R/W
- PROPERTY LINE
- PERMANENT STREET EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED CURB RAMP

ACQUISITION INTEREST	AREAS (SQ. FOOT)		
	TOTAL LOT	REQ'D [UF]	REMAINDER
FEE ACQUISITION	213,313	-	213,313
PERMANENT STREET EASEMENT	-	10	-
TEMPORARY CONSTRUCTION EASEMENT	-	65	-



Attachment 2

Resolution of Necessity

1071 West Arbor Vitae, Inglewood
(1071 AV LLC)

BE IT RESOLVED that the Board of Airport Commissioners (Board), after consideration of the board report, staff presentation, discussion, oral presentation and evidence presented at its Board Meeting on February 17, 2022 at 10:00 a.m., which was held via WebEx (accessible by video and telephone) pursuant to California Code of Civil Procedure section 1245.235 and in conformity with Assembly Bill 361 Section 3(e)(3), makes the following findings and determinations with respect to this Resolution of Necessity.

1. Los Angeles World Airports (LAWA) is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
2. The interest in real property to be acquired consists of a permanent street easement (Street Easement) as set forth in Exhibit C. Exhibit C is attached hereto and incorporated herein by reference (collectively, the Subject Property). The Subject Property is located within the City of Inglewood, County of Los Angeles, State of California.
3. The public use for which the Subject Property is being acquired is for the Landside Access Modernization Program, a public project designed to improve and modernize access to the Los Angeles International Airport (Project).
4. 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 this Resolution of Necessity is a more necessary public use than the use to which the Subject Property is already devoted or, in alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
5. LAWA has the power to acquire the Subject Property pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because it is being acquired for airport purposes and the Subject Property is necessary and essential to the Project.
6. The notice of intention to adopt this Resolution of Necessity 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 sections 1245.235 and a hearing was conducted by the Board on the matters contain herein.

BE IT FURTHER RESOLVED that the Board hereby declares that it has found and determined:

1. The environmental impacts of the acquisition of the Subject Property were evaluated in the previously adopted LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Property 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. It is also within the scope of the certified LAMP EIR and does not include any changes to the

Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

2. 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), Section 1230.010 et seq., of the California Code of Civil Procedure, and all other applicable law as set forth herein.

BE IT FURTHER RESOLVED that the Board hereby declares that it has found and determined:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The Subject Property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed Project.
4. 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 owner and was in a form and contained all of the factual information required by Government Code section 7267.2(a).
5. The requisite environmental review of the Project has been completed in accordance with CEQA.

BE IT FURTHER RESOLVED that the City Council is requested to approve this Resolution of Necessity and the exercise of eminent domain by LAWA in accordance with Los Angeles City Charter Section 632(c).

BE IT FURTHER RESOLVED that upon approval by the City Council, the City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain. City Attorney is also authorized to seek and obtain Orders for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. City Attorney may enter into Stipulated Orders for Prejudgment Possession and/or Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. 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 the condemnation action or other proceedings or transactions required to acquire the Subject Property. 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.

BE IT FURTHER RESOLVED that the Chief Financial Officer of LAWA, upon proper certification and instruction from the Chief Executive Officer and City Attorney, is authorized 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.

BE IT FURTHER RESOLVED that the Secretary of the Board shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

ATTACHMENT:

Exhibit C: Permanent Street Easement

EXHIBIT C

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-016-010

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 1071 AV LLC, a Delaware Limited Liability Company (“**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto (“**Street Easement**”), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “C1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “C2” and incorporated herein by reference (“**Easement Area**”).

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes, without limitation, constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Isis Avenue and does not include any modifications to existing building walls, foundations, or doorways as they exist at the date of recordation of this Easement Deed. Grantee is prohibited from constructing any new walls, structures or other improvements within the limits of the Easement Area.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument, including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

1071 AV LLC, A Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

EXHIBIT "C1"

Legal Description of Street Easement
[APN(s): 4126-016-010]

[attached behind this page]

EXHIBIT "C1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 75 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON PARCEL MAP NO. 66370 AS PER MAP FILED IN BOOK 366 OF PARCEL MAPS, PAGES 10 THROUGH 13, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH 89°59'50" EAST, A DISTANCE OF 60.09 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH, 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING TO THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE CONTINUING NORTH 0°00'10" EAST, A DISTANCE OF 1.66 FEET;

THENCE NORTH 89°48'47" WEST, A DISTANCE OF 19.93 FEET;

THENCE NORTH 45°55'11" WEST, A DISTANCE OF 9.79 FEET

THENCE NORTH 89°57'18" WEST, A DISTANCE OF 0.10 FEET TO A POINT ON THE EAST LINE OF SAID ISIS AVENUE;

THENCE ALONG SAID EAST LINE OF ISIS AVENUE SOUTH 0°02'42" WEST, A DISTANCE OF 8.41 FEET TO THE INTERSECTION OF SAID EAST LINE OF ISIS AVENUE WITH SAID NORTH LINE OF ARBOR VITAE STREET;

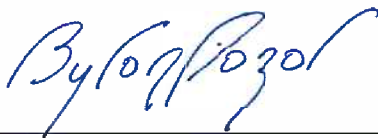
THENCE ALONG SAID NORTH LINE OF ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 27.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 69 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 "C2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021
DATE



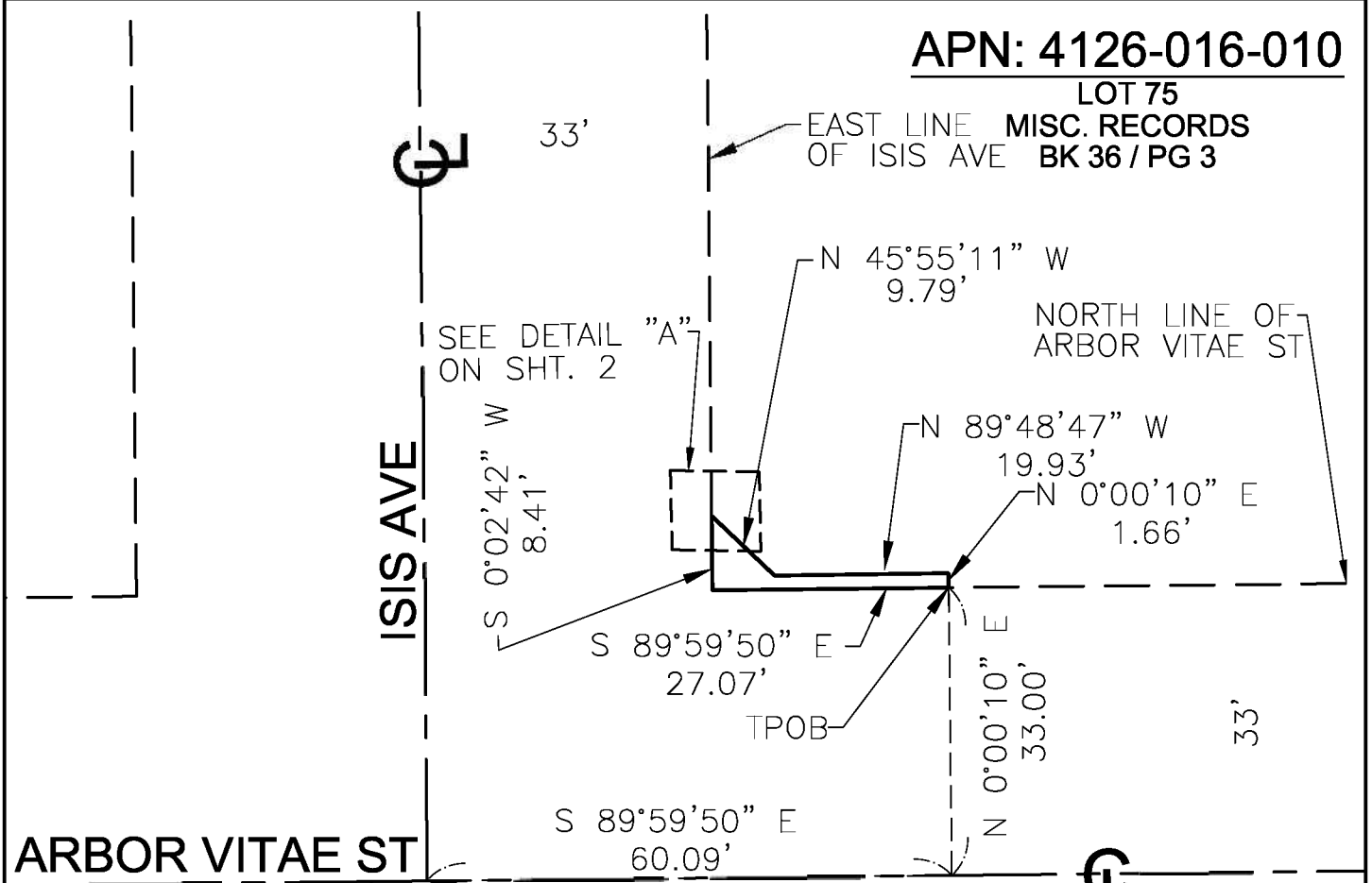
EXHIBIT "C2"

Map of Street Easement
[APN(s): 4126-016-010]

[attached behind this page]

EXHIBIT C2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-108	PERMANENT STREET EASEMENT	69 SF	4126-016-010



APN: 4126-016-010

LOT 75

MISC. RECORDS
BK 36 / PG 3

SEE DETAIL
ON SHT. 2

"A"

NORTH LINE OF
ARBOR VITAE ST

EAST LINE
OF ISIS AVE

N 45°55'11" W
9.79'

N 89°48'47" W
19.93'

N 0°00'10" E
1.66'

S 0°02'42" W
8.41'

S 89°59'50" E
27.07'

N 0°00'10" E
33.00'

S 89°59'50" E
60.09'

TPOB

POC
INTERSECTION OF
ARBOR VITAE ST
WITH ISIS AVE

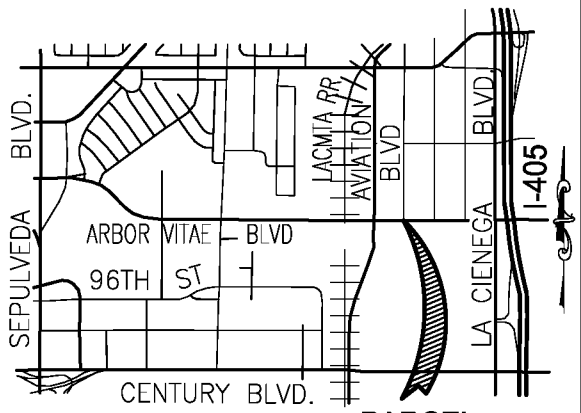
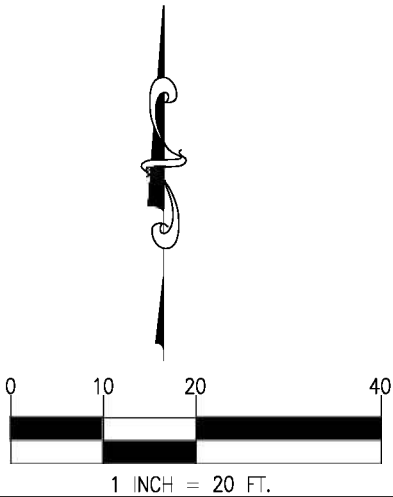
LEGEND

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



**VICINITY MAP
NOT TO SCALE**

**PARCEL
LOCATION**

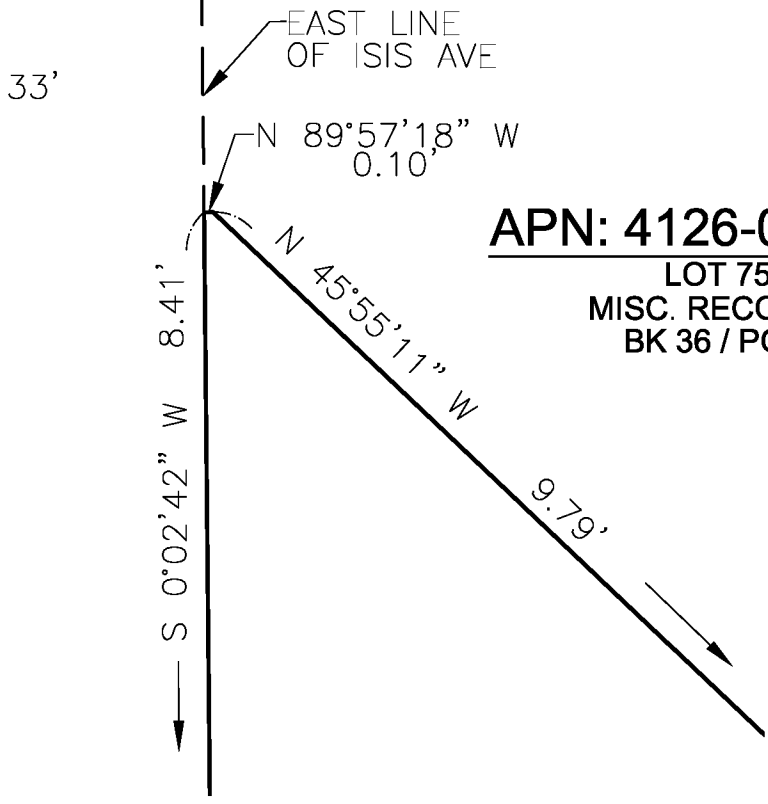


DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
6-30-2021	0	SYS	1	2

EXHIBIT C2


PARCEL #	TYPE OF INTEREST	AREA	APN
4-108	PERMANENT STREET EASEMENT	69 SF	4126-016-010

ISIS AVE



APN: 4126-016-010
 LOT 75
 MISC. RECORDS
 BK 36 / PG 3

DETAIL "A"
 N.T.S.

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

Resolution of Necessity

9150 Aviation Boulevard, Inglewood
(The Hertz Corporation)

BE IT RESOLVED that the Board of Airport Commissioners (Board), after consideration of the board report, staff presentation, discussion, oral presentation and evidence presented at its Board Meeting on February 17, 2022 at 10:00 a.m., which was held via WebEx (accessible by video and telephone) pursuant to California Code of Civil Procedure section 1245.235 and in conformity with Assembly Bill 361 Section 3(e)(3), makes the following findings and determinations with respect to this Resolution of Necessity.

1. Los Angeles World Airports (LAWA) is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
2. The interests in real property to be acquired consist of: (a) a permanent street easement over a portion of the property as set forth in Exhibit C; (b) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit D; (c) a permanent street easement over a portion of the property as set forth in Exhibit E; and (d) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit F. All exhibits are attached hereto and incorporated herein by reference (collectively, the Subject Property). The Subject Property is located within the City of Inglewood, County of Los Angeles, State of California.
3. The public use for which the Subject Property is being acquired is for the Landside Access Modernization Program, a public project designed to improve and modernize access to the Los Angeles International Airport (Project).
4. 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 this Resolution of Necessity is a more necessary public use than the use to which the Subject Property is already devoted or, in alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
5. LAWA has the power to acquire the Subject Property pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because it is being acquired for airport purposes and the Subject Property is necessary and essential to the Project.
6. The notice of intention to adopt this Resolution of Necessity 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 sections 1245.235 and a hearing was conducted by the Board on the matters contain herein.

BE IT FURTHER RESOLVED that the Board hereby declares that it has found and determined:

1. The environmental impacts of the acquisition of the Subject Property were evaluated in the previously adopted LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Property

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. It is also within the scope of the certified LAMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.

2. 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), Section 1230.010 et seq., of the California Code of Civil Procedure, and all other applicable law as set forth herein.

BE IT FURTHER RESOLVED that the Board hereby declares that it has found and determined:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The Subject Property sought to be acquired by eminent domain and described in the Resolution of Necessity is necessary for the proposed Project.
4. 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 owner and was in a form and contained all of the factual information required by Government Code section 7267.2(a).
5. The requisite environmental review of the Project has been completed in accordance with CEQA.

BE IT FURTHER RESOLVED that the City Council is requested to approve this Resolution of Necessity and the exercise of eminent domain by LAWA in accordance with Los Angeles City Charter Section 632(c).

BE IT FURTHER RESOLVED that upon approval by the City Council, the City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain. City Attorney is also authorized to seek and obtain Orders for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. City Attorney may enter into Stipulated Orders for Prejudgment Possession and/or Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. 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 the condemnation action or other proceedings or transactions required to acquire the Subject Property. 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.

BE IT FURTHER RESOLVED that the Chief Financial Officer of LAWA, upon proper certification and instruction from the Chief Executive Officer and City Attorney, is authorized 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.

BE IT FURTHER RESOLVED that the Secretary of the Board shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

ATTACHMENTS:

Exhibit C: Permanent Street Easement

Exhibit D: Temporary Construction Easement

Exhibit E: Permanent Street Easement

Exhibit F: Temporary Construction Easement

EXHIBIT C

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation ("**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto ("**Street Easement**"), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor's real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "C1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "C2" and incorporated herein by reference ("**Easement Area**").

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes without limitation constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Aviation Boulevard.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument, including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "C1"

Legal Description of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "C1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF JUDAH AVENUE (NOW AVIATION BOULEVARD) AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH $89^{\circ}59'50''$ EAST, A DISTANCE OF 59.89 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH $0^{\circ}00'10''$ EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE DEPARTING THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH $49^{\circ}57'40''$ WEST, A DISTANCE OF 27.88 FEET;

THENCE NORTH $0^{\circ}11'00''$ EAST, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 22.94 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE NORTH $89^{\circ}59'50''$ WEST, A DISTANCE OF 5.50 FEET TO A POINT ON THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD);

THENCE ALONG THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD), SOUTH $0^{\circ}3'46''$ WEST, A DISTANCE OF 7.92 FEET TO THE BEGINNING OF THAT TANGENT CURVE HAVING A RADIUS OF 15.00 FEET AND CONCAVE NORTHEASTERLY DESCRIBED IN THE EASEMENT DEED TO THE CITY OF INGLEWOOD AS FILED IN BOOK NUMBER D975, PAGE 933 OF OFFICIAL RECORDS OF SAID COUNTY, RECORDED SEPTEMBER 15, 1960;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 23.58 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}03'36''$ TO THE NORTH LINE OF SAID ARBOR VITAE STREET;

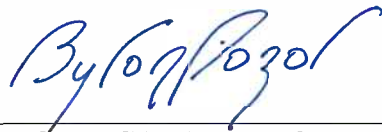
THENCE ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 11.84 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.006 ACRES OR 269 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 "C2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021

DATE



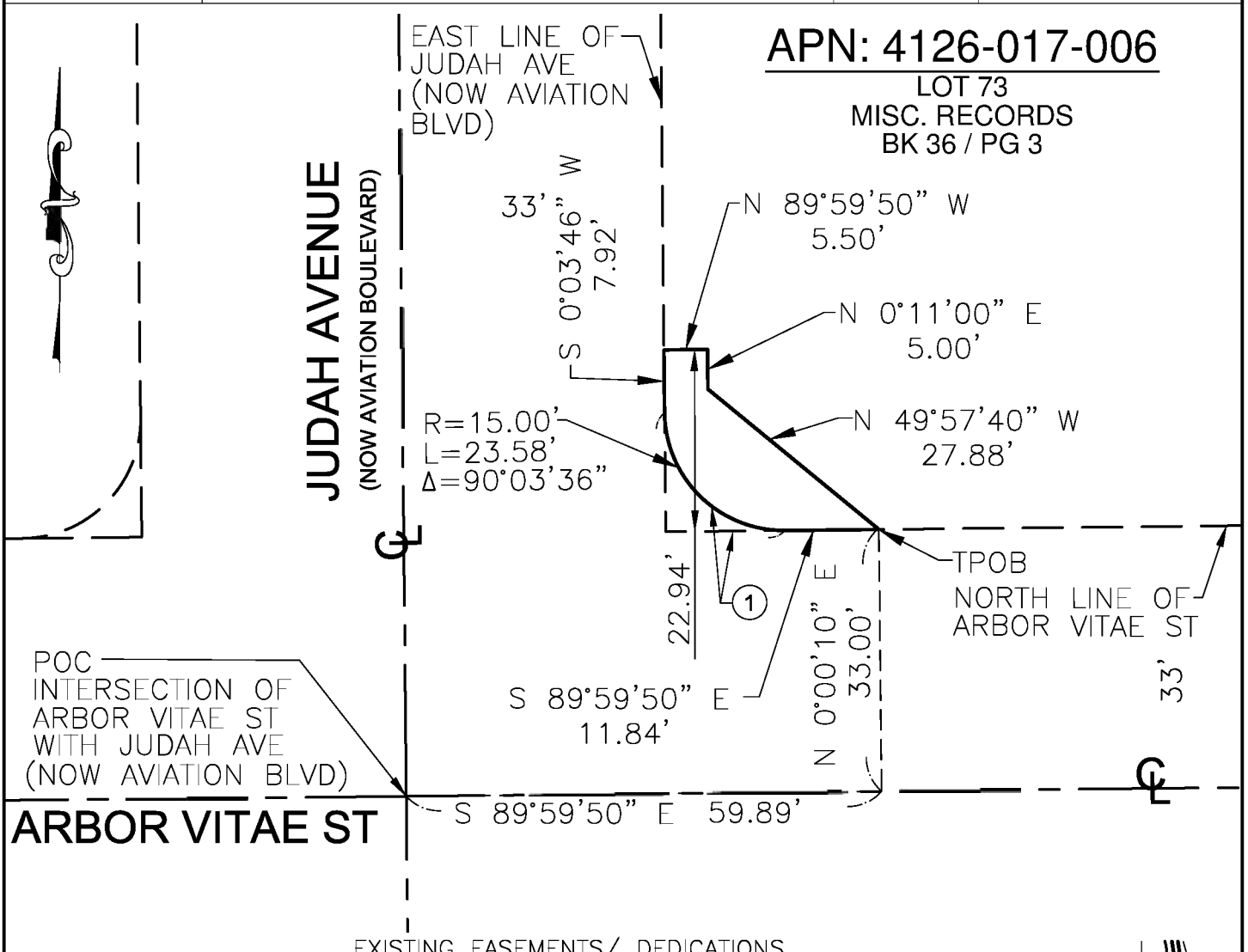
EXHIBIT "C2"

Map of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT C2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	PERMANENT STREET EASEMENT	269 SF	4126-017-006



LEGEND

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

NOTES

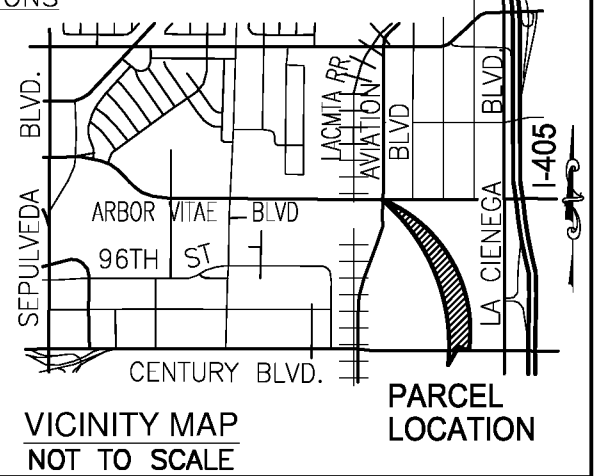
THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83, ZONE 5 (2010.00)

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

EXISTING EASEMENTS/ DEDICATIONS

① R/W PUBLIC STREET EASEMENT AS DESCRIBED IN BOOK D975 PAGE 933 RECORDED 9/15/1960 OF OR.

1 INCH = 20 FT.



<p>MARK THOMAS</p>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT D

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder’s Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation (“**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 non-exclusive temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California (“**Property**”) for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Aviation Boulevard in connection with the Landside Access Modernization Program (LAMP) (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT D1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT D2 and incorporated herein by reference (“**TCE Area**”).

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Aviation Boulevard, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area

and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the commencement date of the TCE;

(b) construction activities within the TCE Area may include without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Aviation Boulevard;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing monument sign in place immediately adjacent to the TCE Area throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT D1

Legal Description of TCE Area
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "D1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF JUDAH AVENUE (NOW AVIATION BOULEVARD) AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH $89^{\circ}59'50''$ EAST, A DISTANCE OF 79.19 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH $0^{\circ}00'10''$ EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE CONTINUING NORTH $0^{\circ}00'00''$ EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH $89^{\circ}57'05''$ WEST, A DISTANCE OF 18.91 FEET;

THENCE NORTH $48^{\circ}57'04''$ WEST, A DISTANCE OF 28.81 FEET;

THENCE SOUTH $0^{\circ}11'00''$ WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH $49^{\circ}57'40''$ EAST, A DISTANCE OF 27.88 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

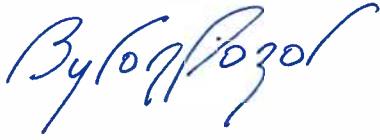
THENCE ALONG SAID NORTH LINE OF SAID ARBOR VITAE STREET SOUTH $89^{\circ}59'50''$ EAST, A DISTANCE OF 19.30 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 96 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 "D2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



6-30-2021

BYRON J. CAZAR, P.L.S.

DATE

P.L.S. 9337, EXP. 03-31-23



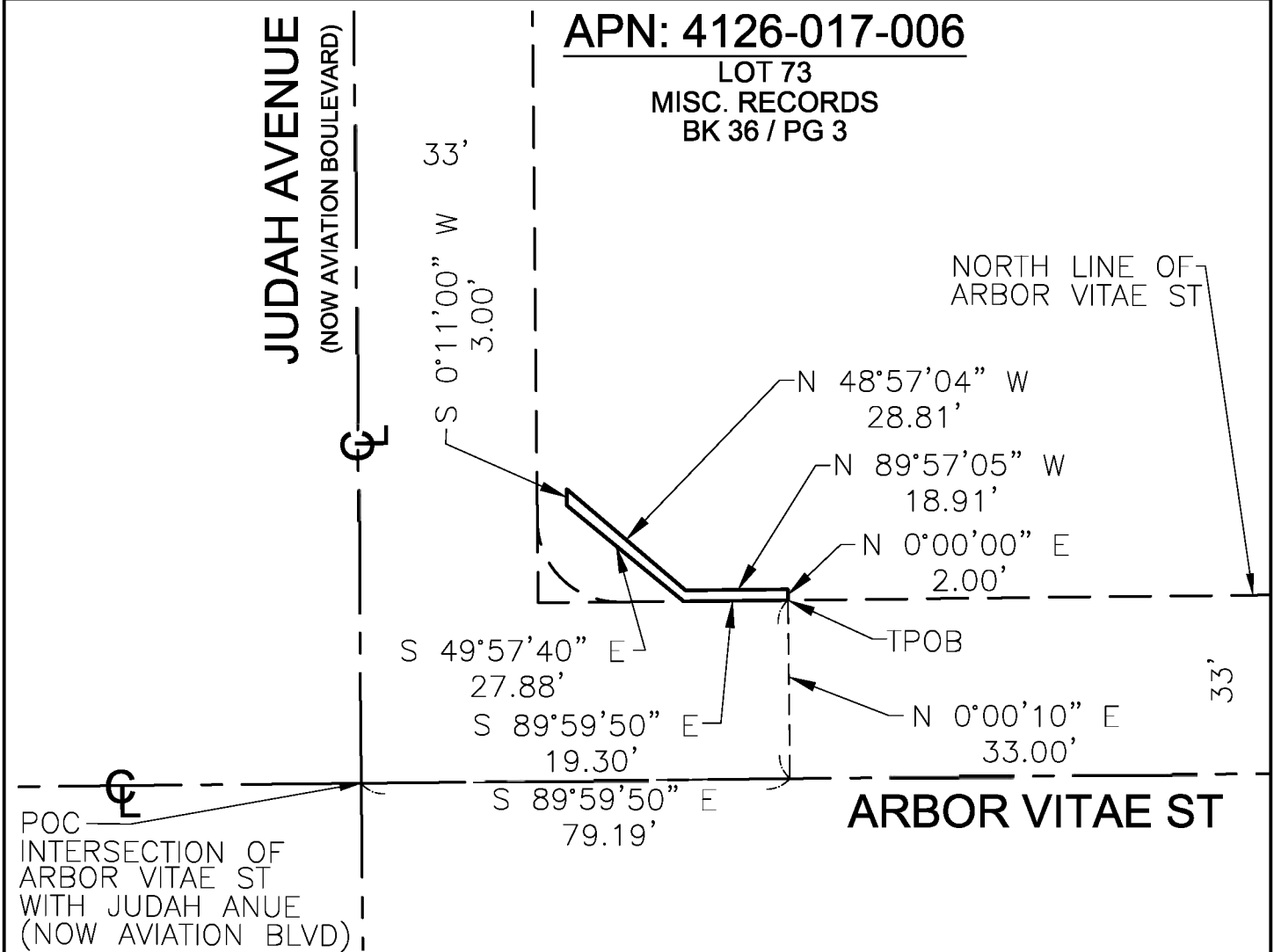
EXHIBIT D2

Map of TCE Area
[APN(s): 4126-017-006]

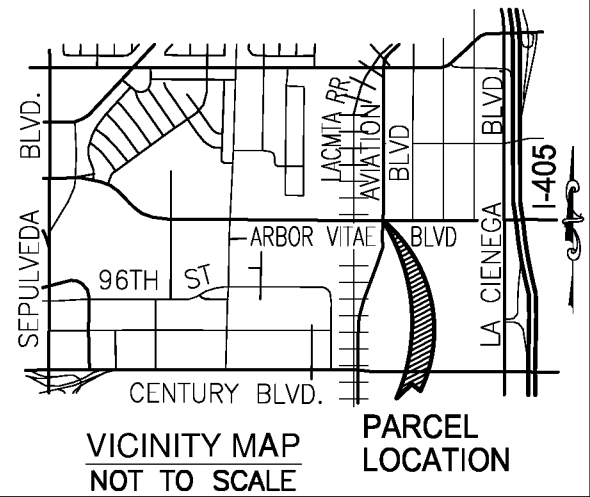
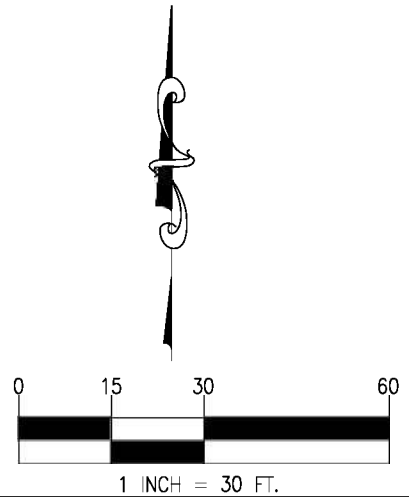
[attached behind this page]

EXHIBIT D2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	TEMPORARY CONSTRUCTION EASEMENT	96 SF	4126-017-006



LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	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>MARK THOMAS</p>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT E

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation (“**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto (“**Street Easement**”), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “E1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “E2” and incorporated herein by reference (“**Easement Area**”).

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes, without limitation, constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Isis Avenue.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "E1"

Legal Description of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "E1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH $89^{\circ}59'50''$ WEST, A DISTANCE OF 37.43 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH $0^{\circ}00'10''$ EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE DEPARTING SAID NORTH LINE OF ARBOR VITAE STREET NORTH $43^{\circ}47'23''$ EAST, A DISTANCE OF 6.44 FEET TO A POINT ON THE WEST LINE OF ISIS AVENUE AS SHOWN ON SAID MISCELLANEOUS RECORDS MAP;

THENCE ALONG SAID WEST LINE OF ISIS AVENUE SOUTH $0^{\circ}02'42''$ EAST, A DISTANCE OF 4.65 FEET TO THE INTERSECTION OF SAID NORTH LINE OF ARBOR VITAE STREET WITH SAID WEST LINE OF ISIS AVENUE;

THENCE ALONG SAID NORTH LINE OF ARBOR VITAE STREET NORTH $89^{\circ}59'50''$ WEST, A DISTANCE OF 4.45 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10 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 "E2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



6-30-2021

BYRON J. CAZAR, P.L.S.

DATE

P.L.S. 9337, EXP. 03-31-23



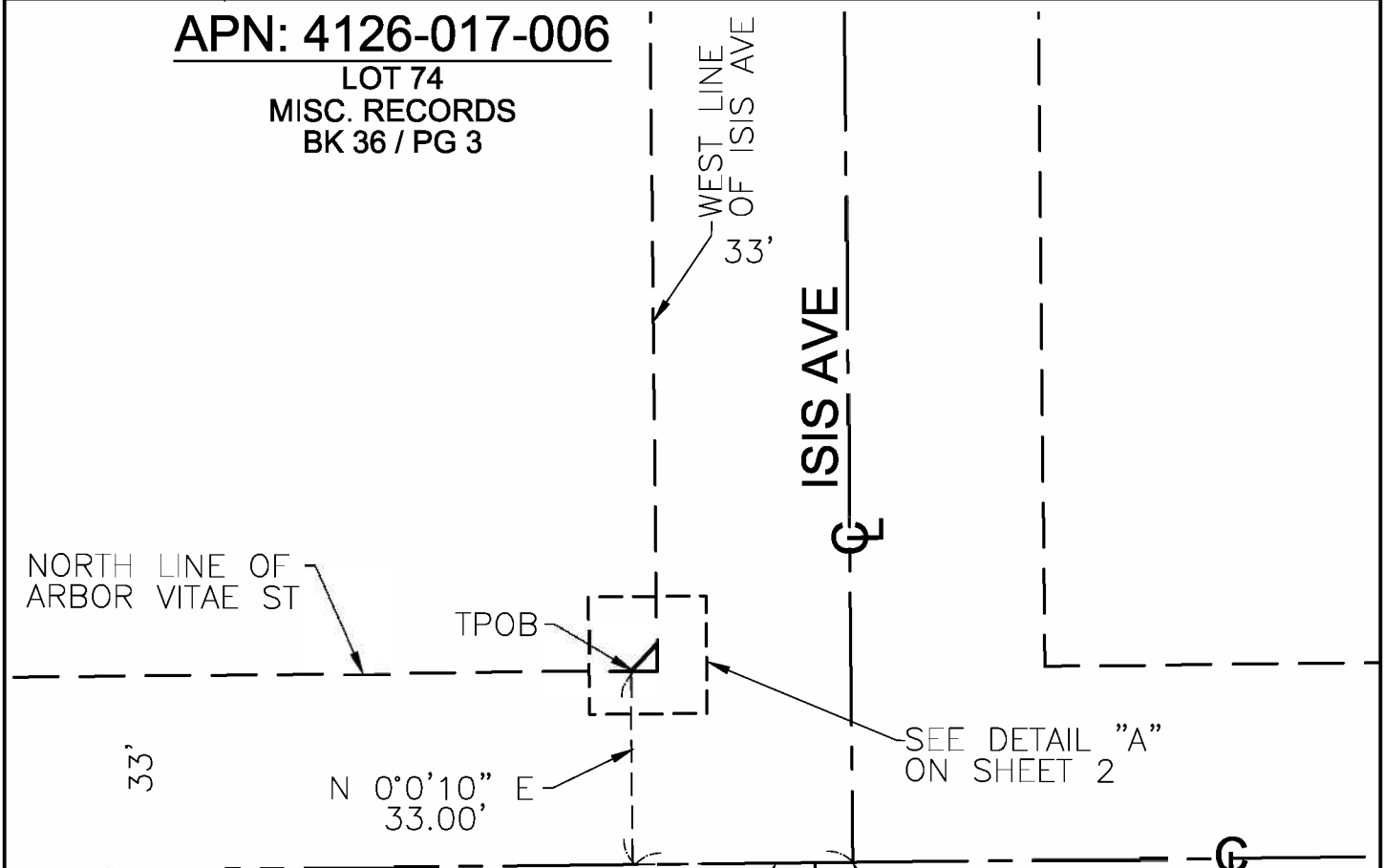
EXHIBIT "E2"

Map of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006

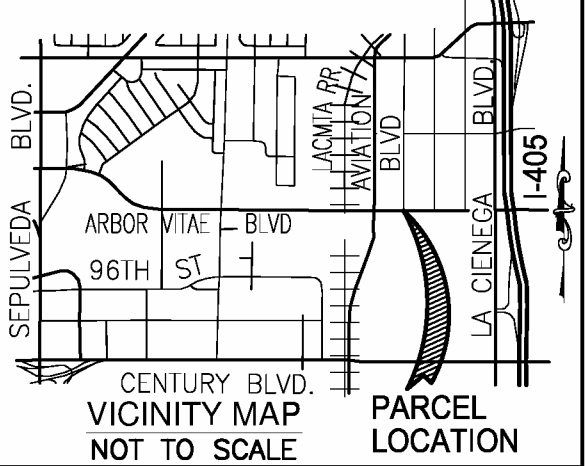
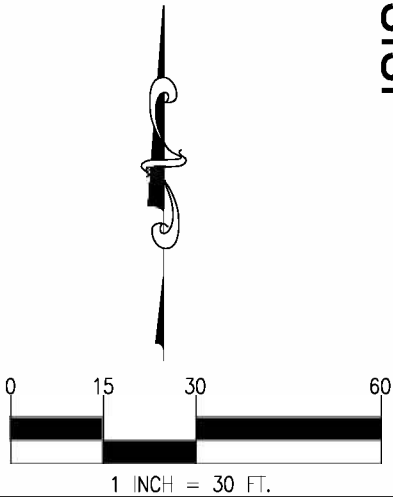


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

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



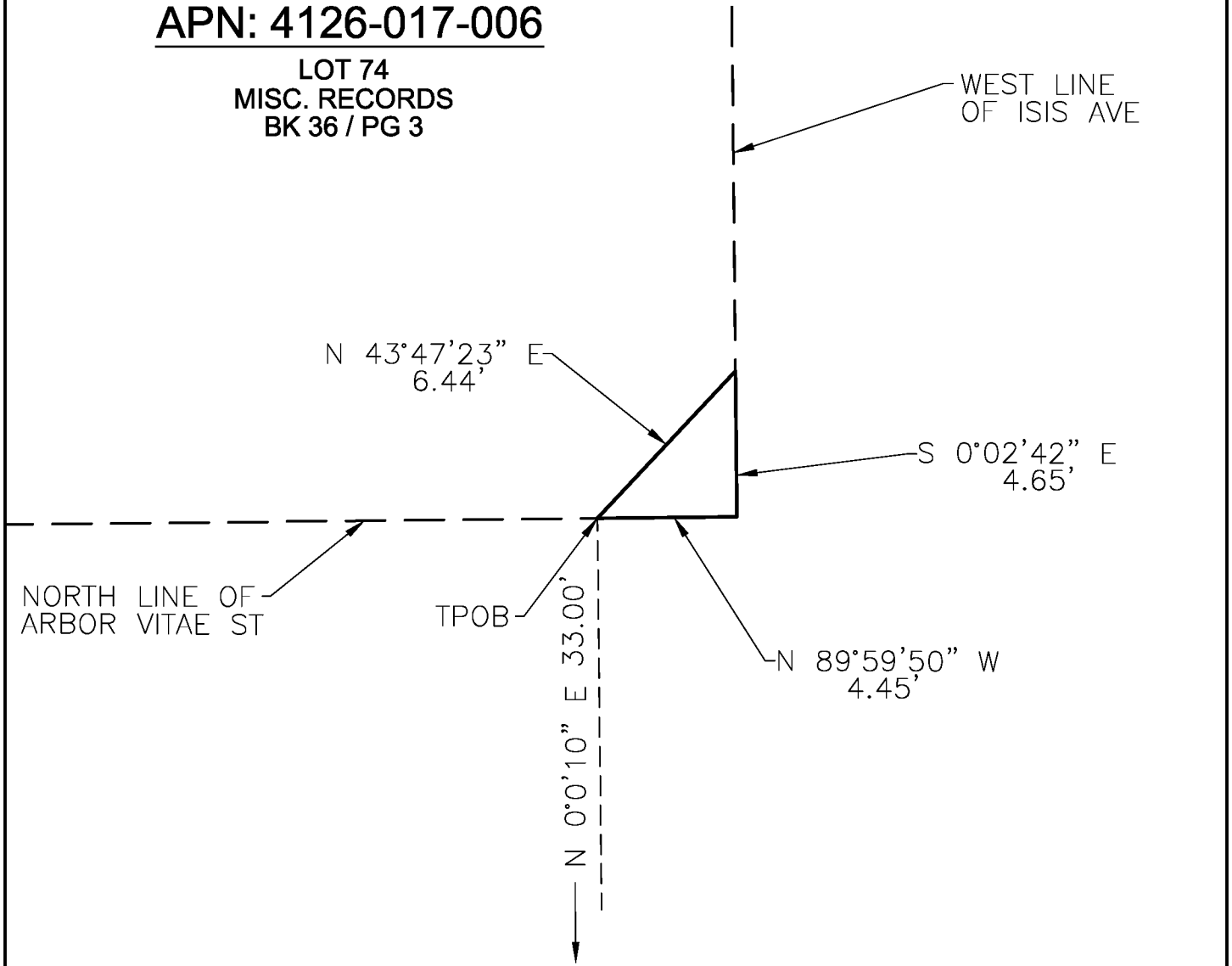
 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	2

EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



DETAIL "A"
N.T.S.


 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

EXHIBIT F

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation (“**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 non-exclusive temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California (“**Property**”) for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Isis Avenue in connection with the Landside Access Modernization Program (LAMP) (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT D1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT D2 and incorporated herein by reference (“**TCE Area**”).

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Isis Avenue, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies

Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the dates of the TCE;

(b) construction activities within the TCE Area may include, without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Isis Avenue;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing perimeter wall immediately adjacent to TCE Area in place throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT F1

Legal Description of TCE Area
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "F1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH 89°59'50" WEST, A DISTANCE OF 41.98 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE NORTH 0°02'42" EAST, A DISTANCE OF 4.53 FEET;

THENCE NORTH 18°14'06" EAST, A DISTANCE OF 4.33 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 8.65 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 7.66 FEET TO A POINT ON THE WEST OF ISIS AVENUE AS SHOWN ON SAID MISCELLANOUS RECORDS MAP;

THENCE ALONG THE WEST LINE OF SAID ISIS AVENUE SOUTH 0°02'42" WEST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING THE WEST LINE OF SAID ISIS AVENUE SOUTH 43°47'23" WEST, A DISTANCE OF 6.44 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH 89°59'50" WEST, A DISTANCE OF 4.55 FEET TO THE **TRUE POINT OF BEGINNING**.


CONTAINING 0.002 ACRES OR 65 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 "F2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021
DATE



EXHIBIT F2

Map of TCE Area
[APN(s): 4126-017-006]

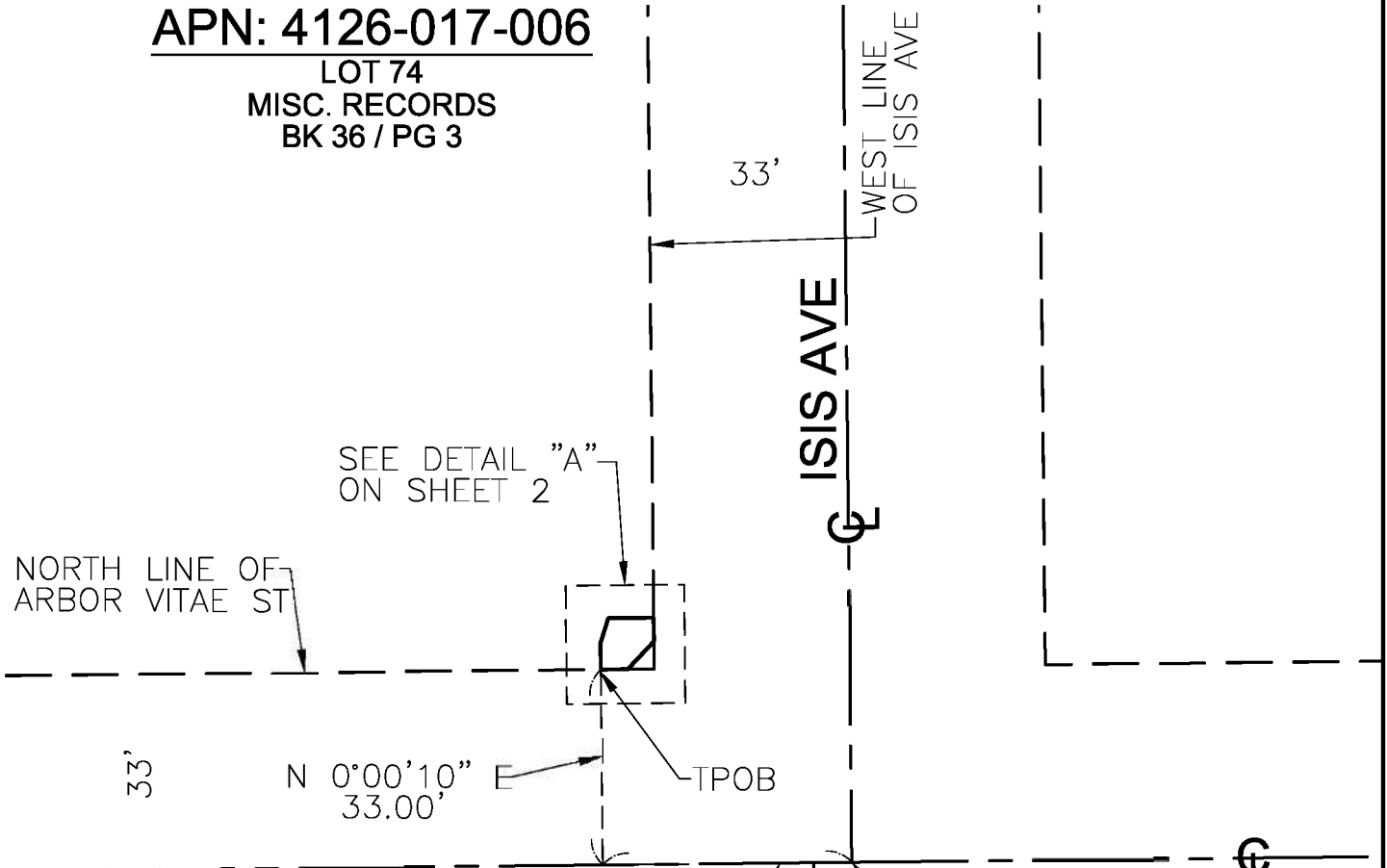
[attached behind this page]

EXHIBIT F2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



ARBOR VITAE ST

N 89°59'50" W
41.98'

POC
INTERSECTION OF
ARBOR VITAE ST
WITH ISIS AVE

ISIS AVE

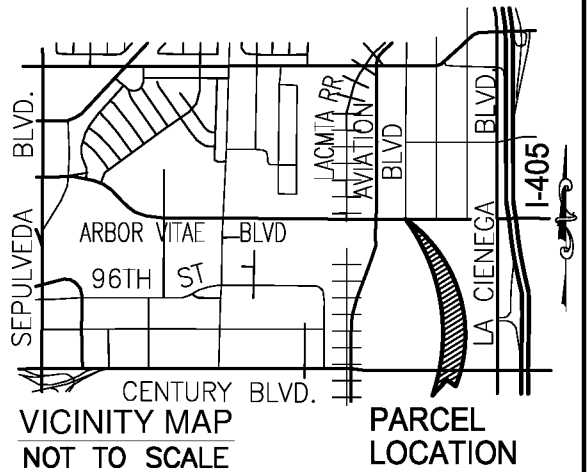
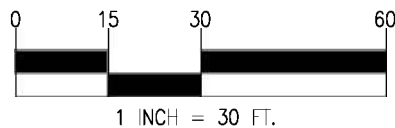
LEGEND

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



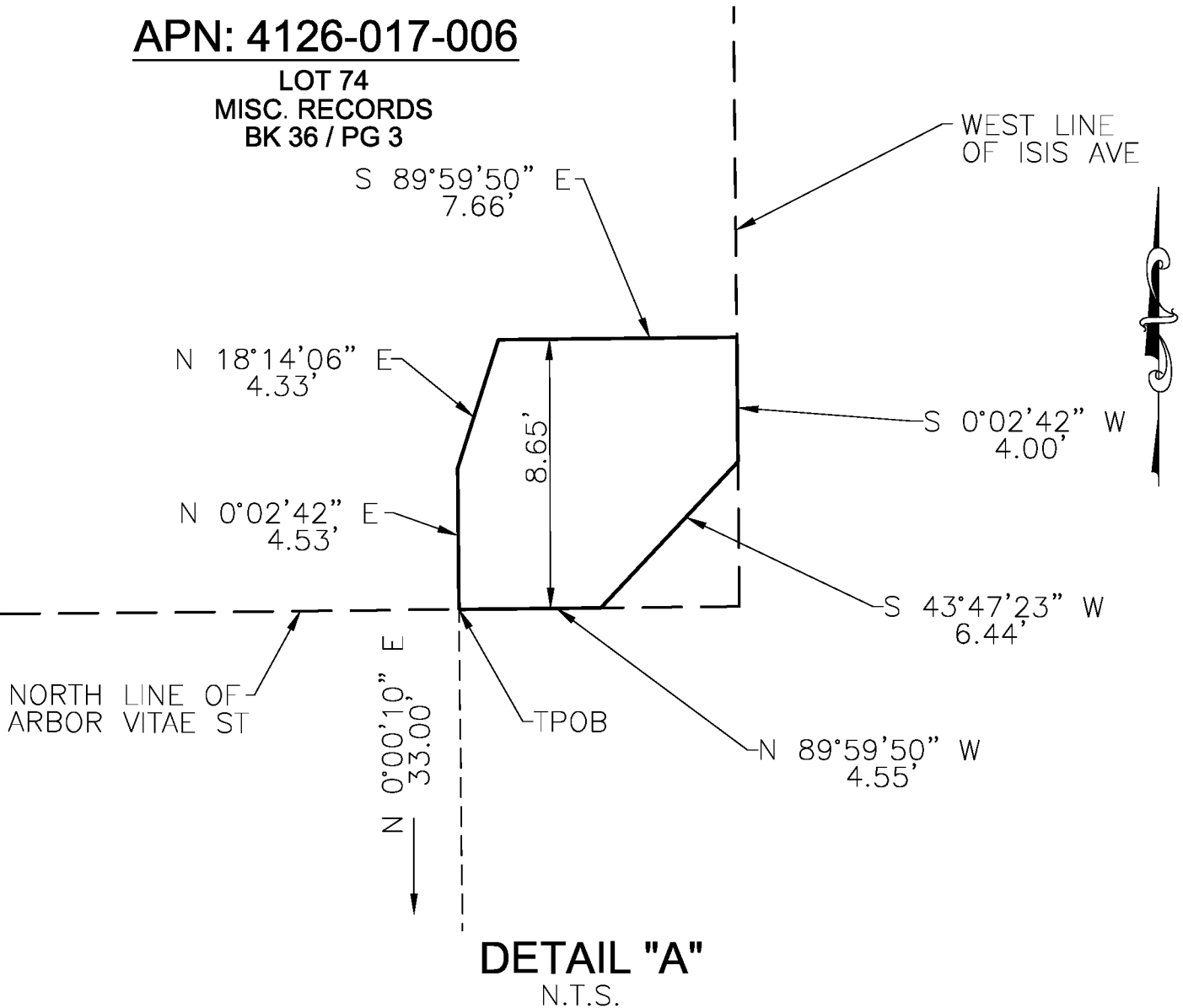
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
6-30-2021	0	SYS	1	2


EXHIBIT F2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

Attachment 3

Ordinance

1071 West Arbor Vitae, Inglewood
(1071 AV LLC)

ORDINANCE NO. _____

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of a portion of the property located at 1071 West Arbor Vitae Street, Inglewood, California 90301 and bearing Assessor's Parcel Number 4126-016-010, as more particularly described in Exhibit C attached hereto.

**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. _____ (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 interest in real property to be acquired consists of a permanent street easement over a portion of the property as set forth in Exhibit C. The interest in real property to be acquired is referred to as the "Subject Property." The Subject Property is located within the City of Inglewood, 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 Property is 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 Property is already devoted.
- e. LAWA has the power to acquire the Subject Property pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because it is being acquired for airport purposes and the Subject Property is necessary and essential to the Project.
- f. The notice of intention to approve the Resolution was given by first class mail to the persons 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 LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Property 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. It is also within the scope of the certified LAMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.
- 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 and the acquisition of the Subject Property have 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 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 an Order 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 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.

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 _____
CYNTHIA ALEXANDER
Deputy City Attorney

Date _____

File No. _____

The Clerk of the City of Los Angeles hereby certifies 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 its members.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____

EXHIBIT C

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-016-010

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, 1071 AV LLC, a Delaware Limited Liability Company (“**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto (“**Street Easement**”), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “C1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “C2” and incorporated herein by reference (“**Easement Area**”).

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes, without limitation, constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Isis Avenue and does not include any modifications to existing building walls, foundations, or doorways as they exist at the date of recordation of this Easement Deed. Grantee is prohibited from constructing any new walls, structures or other improvements within the limits of the Easement Area.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument, including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

1071 AV LLC, A Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

EXHIBIT "C1"

Legal Description of Street Easement
[APN(s): 4126-016-010]

[attached behind this page]

EXHIBIT "C1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 75 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON PARCEL MAP NO. 66370 AS PER MAP FILED IN BOOK 366 OF PARCEL MAPS, PAGES 10 THROUGH 13, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH 89°59'50" EAST, A DISTANCE OF 60.09 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH, 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING TO THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE CONTINUING NORTH 0°00'10" EAST, A DISTANCE OF 1.66 FEET;

THENCE NORTH 89°48'47" WEST, A DISTANCE OF 19.93 FEET;

THENCE NORTH 45°55'11" WEST, A DISTANCE OF 9.79 FEET

THENCE NORTH 89°57'18" WEST, A DISTANCE OF 0.10 FEET TO A POINT ON THE EAST LINE OF SAID ISIS AVENUE;

THENCE ALONG SAID EAST LINE OF ISIS AVENUE SOUTH 0°02'42" WEST, A DISTANCE OF 8.41 FEET TO THE INTERSECTION OF SAID EAST LINE OF ISIS AVENUE WITH SAID NORTH LINE OF ARBOR VITAE STREET;

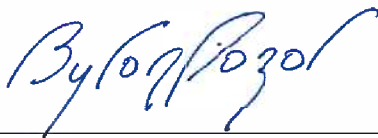
THENCE ALONG SAID NORTH LINE OF ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 27.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 69 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 "C2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021
DATE



EXHIBIT "C2"

Map of Street Easement
[APN(s): 4126-016-010]

[attached behind this page]

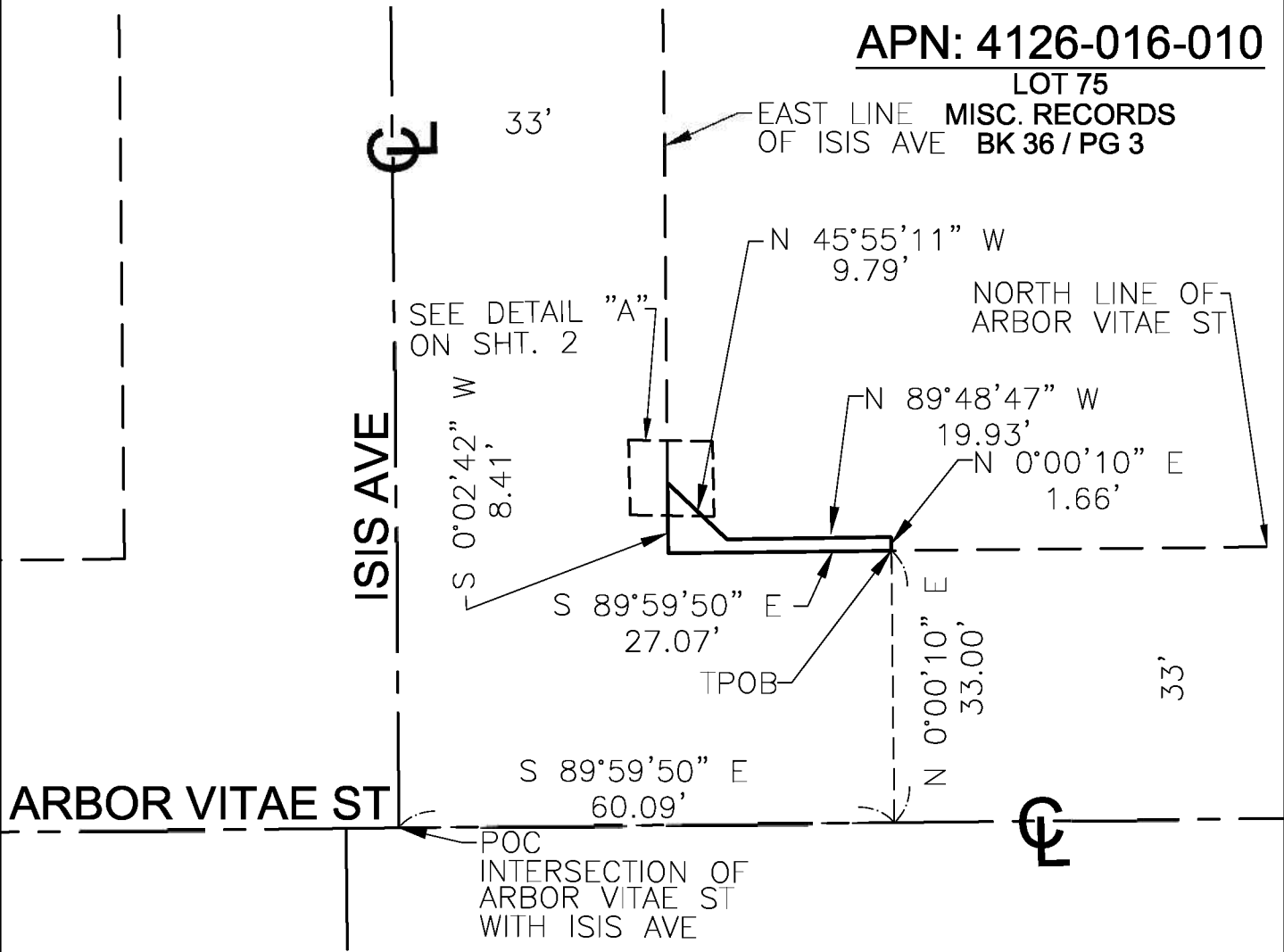
EXHIBIT C2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-108	PERMANENT STREET EASEMENT	69 SF	4126-016-010

APN: 4126-016-010

LOT 75

MISC. RECORDS
BK 36 / PG 3

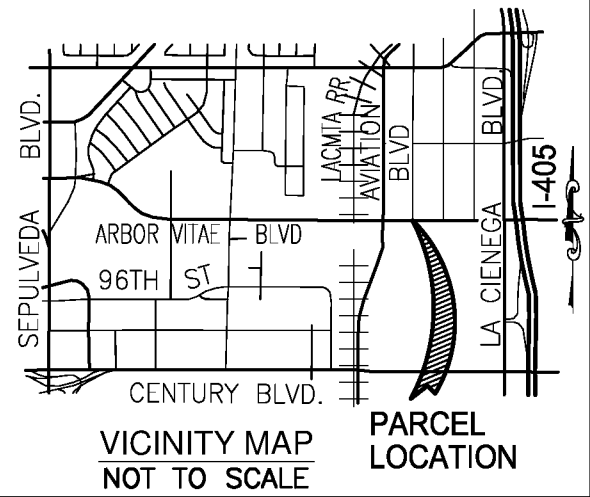
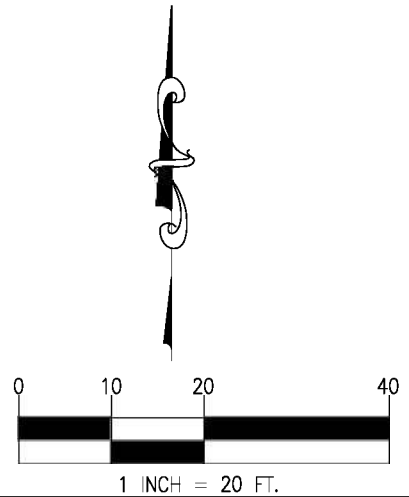


LEGEND	
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

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

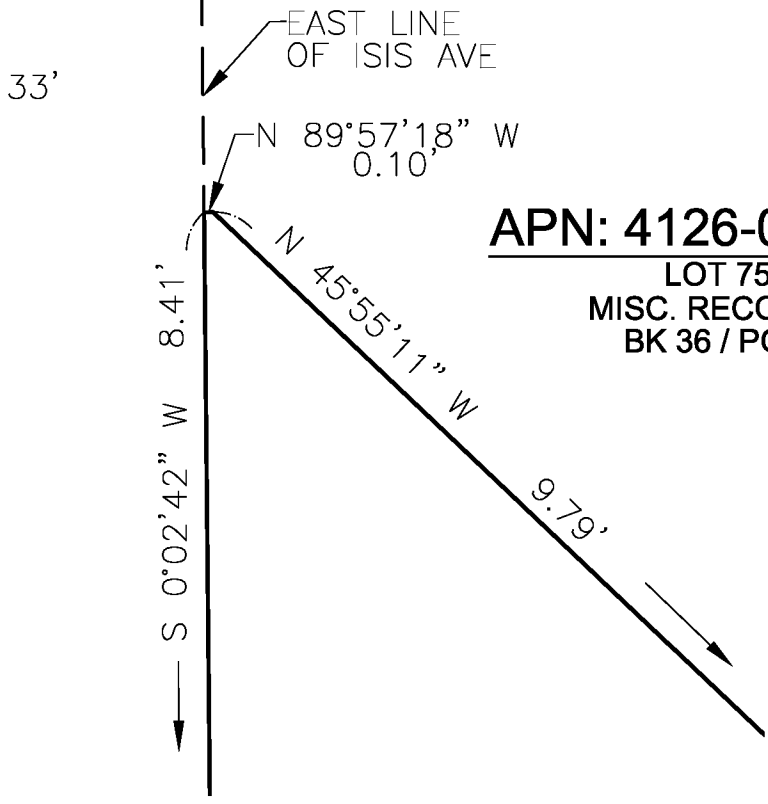


 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	2

EXHIBIT C2


PARCEL #	TYPE OF INTEREST	AREA	APN
4-108	PERMANENT STREET EASEMENT	69 SF	4126-016-010

ISIS AVE



APN: 4126-016-010
 LOT 75
 MISC. RECORDS
 BK 36 / PG 3

DETAIL "A"
 N.T.S.

 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

Ordinance

9150 South Aviation Boulevard, Inglewood
(HERTZ CORPORATION)

ORDINANCE NO. _____

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of a portion of the property located at 9150 Aviation Boulevard, Inglewood, California 90301 and bearing Assessor's Parcel Number 4126-017-006, as more particularly described in Exhibits C, D, E, and F attached hereto.

**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. _____ (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: (a) a permanent street easement over a portion of the property as set forth in Exhibit C; (b) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit D; (c) a permanent street easement over a portion of the property as set forth in Exhibit E; and (d) a temporary construction easement having a term of 24 months over a portion of the property as set forth in Exhibit F. Collectively, all interests in real property to be acquired are referred to as the "Subject Property." The Subject Property is located within the City of Inglewood, 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 Property is 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 Property is already devoted.
- e. LAWA has the power to acquire the Subject Property pursuant to Code of Civil Procedure Sections 1240.050 and 1240.125 because it is being

acquired for airport purposes and the Subject Property is necessary and essential to the Project.

- f. The notice of intention to approve the Resolution was given by first class mail to the persons 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 LAMP EIR, ENV-2016-3391-EIR. The LAMP EIR was adopted by the Board on March 2, 2017 (Resolution No. 26185), and certified and adopted by the Los Angeles City Council on June 7, 2017. The acquisition of the Subject Property 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. It is also within the scope of the certified LAMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.
- 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 and the acquisition of the Subject Property have 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 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 an Order 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 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.

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 _____
CYNTHIA ALEXANDER
Deputy City Attorney

Date _____

File No. _____

The Clerk of the City of Los Angeles hereby certifies 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 its members.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____

EXHIBIT C

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation (“**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto (“**Street Easement**”), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT “C1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “C2” and incorporated herein by reference (“**Easement Area**”).

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes without limitation constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Aviation Boulevard.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument, including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "C1"

Legal Description of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "C1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF JUDAH AVENUE (NOW AVIATION BOULEVARD) AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH $89^{\circ}59'50''$ EAST, A DISTANCE OF 59.89 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH $0^{\circ}00'10''$ EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE DEPARTING THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH $49^{\circ}57'40''$ WEST, A DISTANCE OF 27.88 FEET;

THENCE NORTH $0^{\circ}11'00''$ EAST, A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 22.94 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE NORTH $89^{\circ}59'50''$ WEST, A DISTANCE OF 5.50 FEET TO A POINT ON THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD);

THENCE ALONG THE EAST LINE OF SAID JUDAH AVENUE (NOW AVIATION BOULEVARD), SOUTH $0^{\circ}3'46''$ WEST, A DISTANCE OF 7.92 FEET TO THE BEGINNING OF THAT TANGENT CURVE HAVING A RADIUS OF 15.00 FEET AND CONCAVE NORTHEASTERLY DESCRIBED IN THE EASEMENT DEED TO THE CITY OF INGLEWOOD AS FILED IN BOOK NUMBER D975, PAGE 933 OF OFFICIAL RECORDS OF SAID COUNTY, RECORDED SEPTEMBER 15, 1960;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 23.58 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}03'36''$ TO THE NORTH LINE OF SAID ARBOR VITAE STREET;

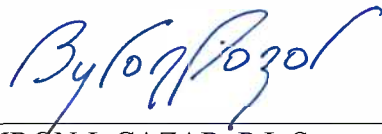
THENCE ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 11.84 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.006 ACRES OR 269 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 "C2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021
DATE



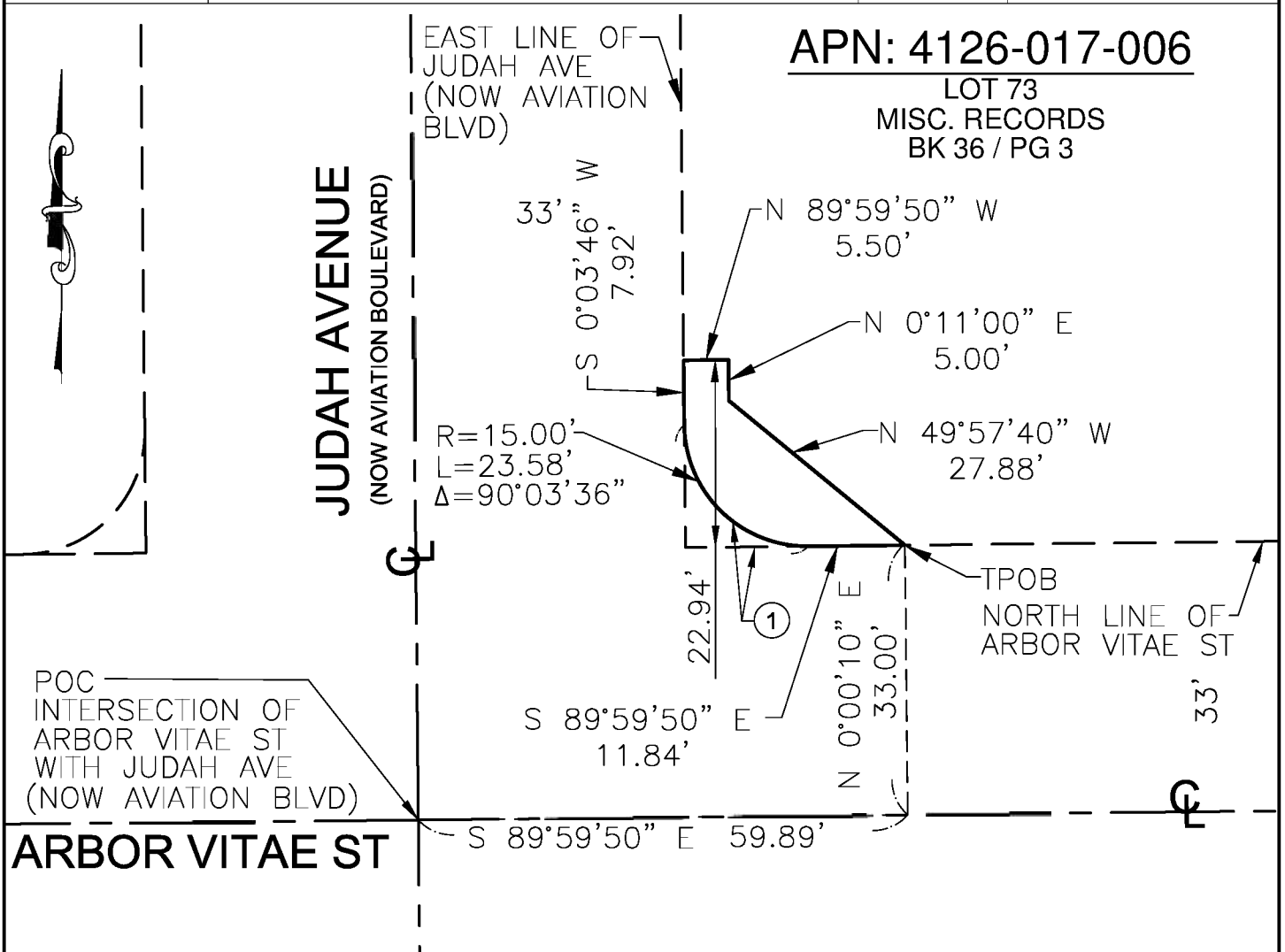
EXHIBIT "C2"

Map of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT C2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	PERMANENT STREET EASEMENT	269 SF	4126-017-006



LEGEND

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

EXISTING EASEMENTS/ DEDICATIONS

① R/W PUBLIC STREET EASEMENT AS DESCRIBED IN BOOK D975 PAGE 933 RECORDED 9/15/1960 OF OR.

1 INCH = 20 FT.

VICINITY MAP
NOT TO SCALE

PARCEL LOCATION

<p>MARK THOMAS</p>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT D

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder’s Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation (“**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 non-exclusive temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California (“**Property**”) for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Aviation Boulevard in connection with the Landside Access Modernization Program (LAMP) (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT D1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT D2 and incorporated herein by reference (“**TCE Area**”).

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Aviation Boulevard, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area

and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the commencement date of the TCE;

(b) construction activities within the TCE Area may include without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Aviation Boulevard;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing monument sign in place immediately adjacent to the TCE Area throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT D1

Legal Description of TCE Area
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "D1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 73 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF JUDAH AVENUE (NOW AVIATION BOULEVARD) AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE SOUTH 89°59'50" EAST, A DISTANCE OF 79.19 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE CONTINUING NORTH 0°00'00" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 89°57'05" WEST, A DISTANCE OF 18.91 FEET;

THENCE NORTH 48°57'04" WEST, A DISTANCE OF 28.81 FEET;

THENCE SOUTH 0°11'00" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 49°57'40" EAST, A DISTANCE OF 27.88 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

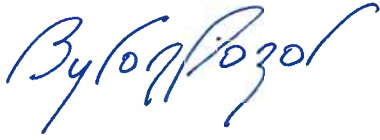
THENCE ALONG SAID NORTH LINE OF SAID ARBOR VITAE STREET SOUTH 89°59'50" EAST, A DISTANCE OF 19.30 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 96 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 "D2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



6-30-2021

BYRON J. CAZAR, P.L.S.

DATE

P.L.S. 9337, EXP. 03-31-23



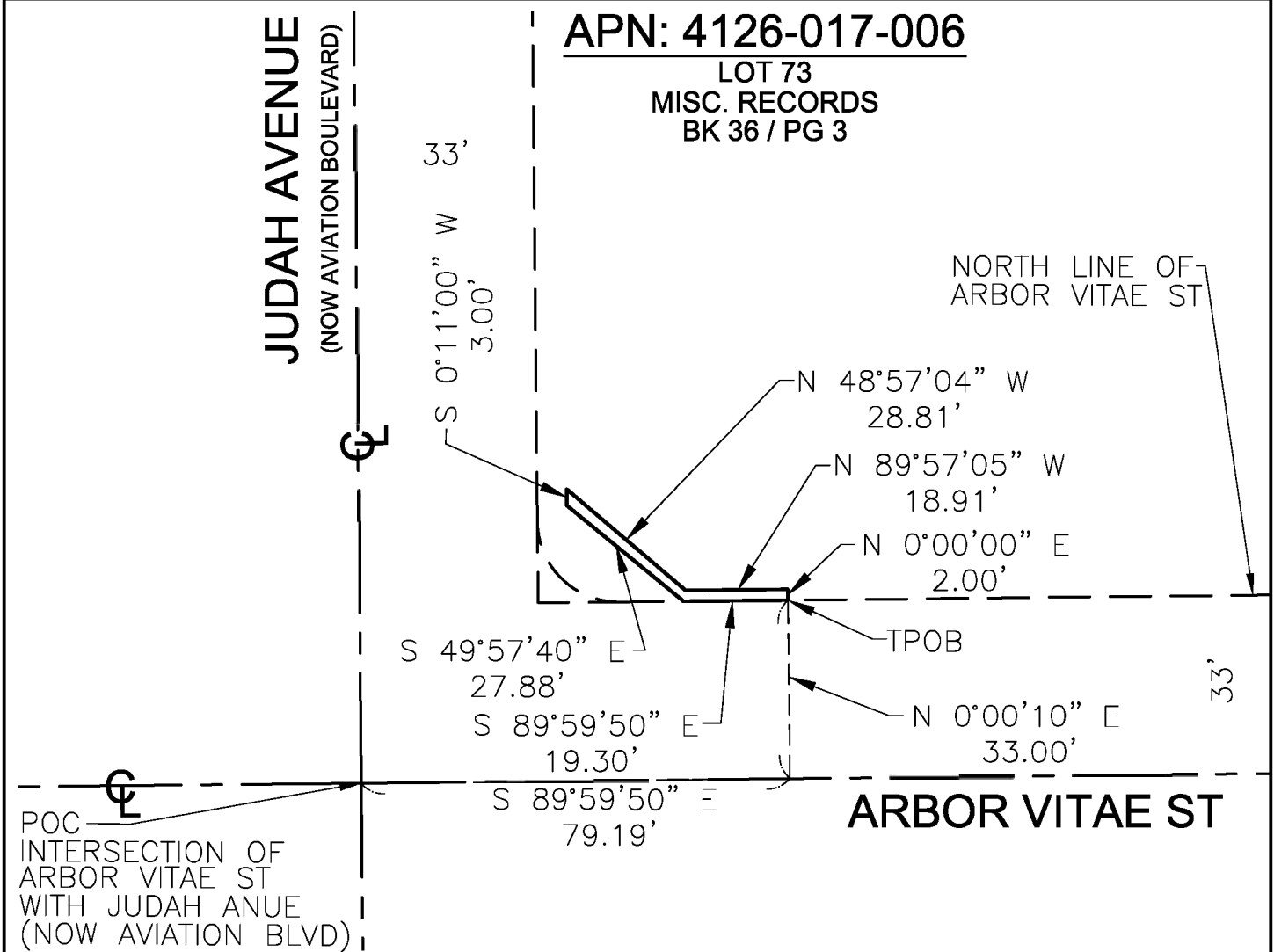
EXHIBIT D2

Map of TCE Area
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT D2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109A	TEMPORARY CONSTRUCTION EASEMENT	96 SF	4126-017-006



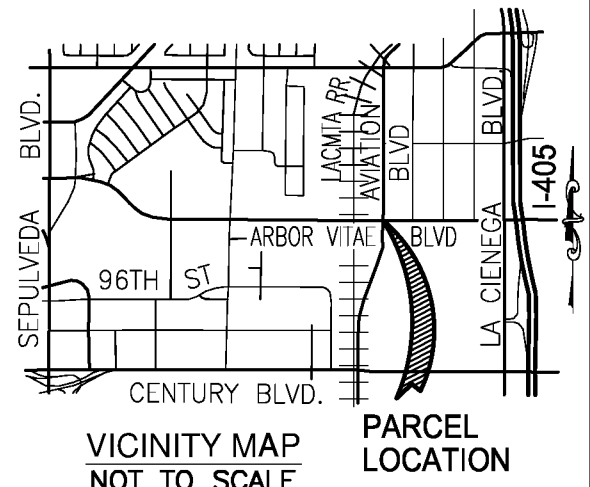
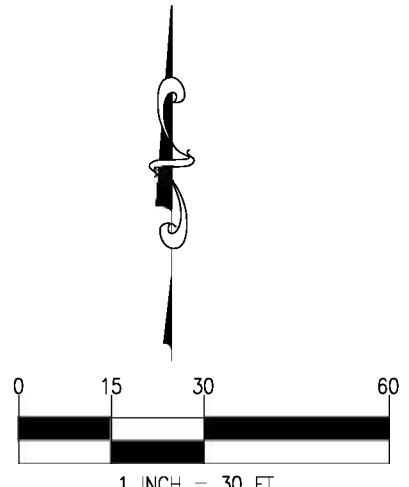
LEGEND

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



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	1

EXHIBIT E

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

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

EASEMENT DEED

Grant of Permanent Street Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, The Hertz Corporation, a Delaware Corporation ("**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 permanent easement and right-of-way for public street and incidents and appurtenances thereto ("**Street Easement**"), over, above, on, under, in, within, across, along, around, about and through that certain portion of Grantor's real property located in the City of Inglewood, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "E1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "E2" and incorporated herein by reference ("**Easement Area**").

Within the Easement Area, the easement rights granted in, under and pursuant to this instrument shall also include the right to use the Street Easement to construct, use, install, maintain, repair, replace, improve, alter, relocate, and inspect curbs (including without limitation curb returns and curb ramps), gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping and other street and/or roadway improvements, as well as appurtenances thereto. The purpose of the Street Easement includes, without limitation, constructing, upgrading, replacing, maintaining repairing and operating streets or roadways known as Arbor Vitae Street and Isis Avenue.

The easement rights granted in, under and pursuant to this instrument and the rights of Grantee in, under and pursuant to this instrument shall include without limitation the right to reasonably access the Easement Area for all purposes associated with the Street Easement.

Grantee shall have the right to remove all improvements located within the Easement Area, including, but not limited to, trees, bushes, shrubs, brush and other flora, plants, and vegetation as well as hardscape, landscape and other structures and improvements.

Grantee shall have the right to transfer, assign and/or convey the Street Easement, including, without limitation, any interest therein and/or in whole or in part, to successors and/or assigns, including without limitation other governmental agencies.

The covenants contained in this instrument including, without limitation, any restrictions set forth above, shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT "E1"

Legal Description of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "E1"
LEGAL DESCRIPTION
PERMANENT STREET EASEMENT

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH 89°59'50" WEST, A DISTANCE OF 37.43 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE DEPARTING SAID NORTH LINE OF ARBOR VITAE STREET NORTH 43°47'23" EAST, A DISTANCE OF 6.44 FEET TO A POINT ON THE WEST LINE OF ISIS AVENUE AS SHOWN ON SAID MISCELLANEOUS RECORDS MAP;

THENCE ALONG SAID WEST LINE OF ISIS AVENUE SOUTH 0°02'42" EAST, A DISTANCE OF 4.65 FEET TO THE INTERSECTION OF SAID NORTH LINE OF ARBOR VITAE STREET WITH SAID WEST LINE OF ISIS AVENUE;

THENCE ALONG SAID NORTH LINE OF ARBOR VITAE STREET NORTH 89°59'50" WEST, A DISTANCE OF 4.45 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 10 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 "E2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



6-30-2021

BYRON J. CAZAR, P.L.S.

DATE

P.L.S. 9337, EXP. 03-31-23



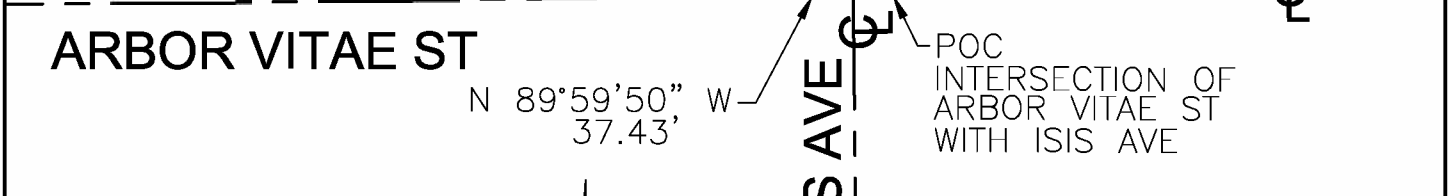
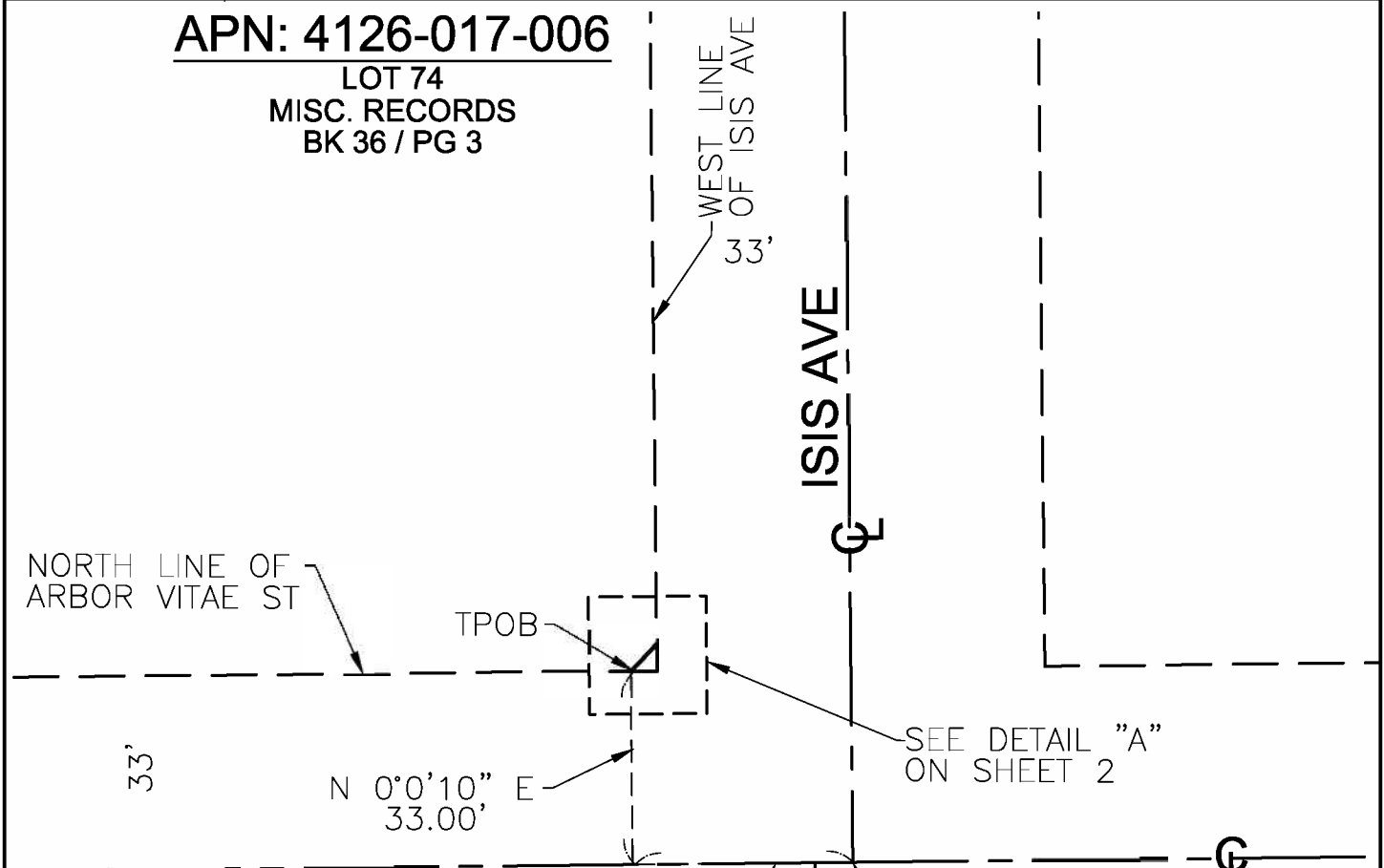
EXHIBIT "E2"

Map of Street Easement
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006



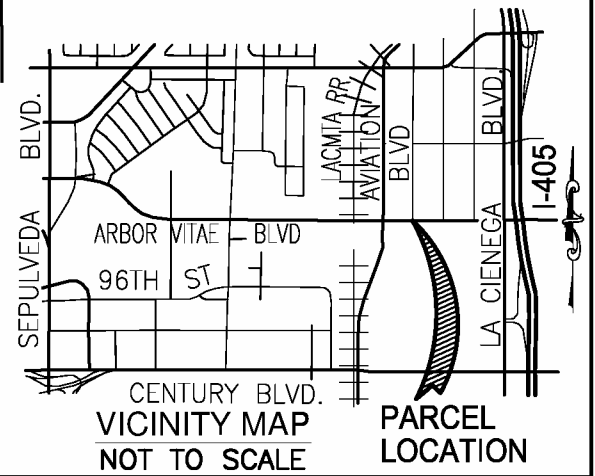
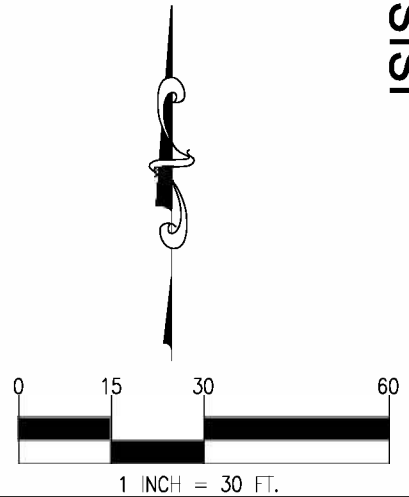
LEGEND

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



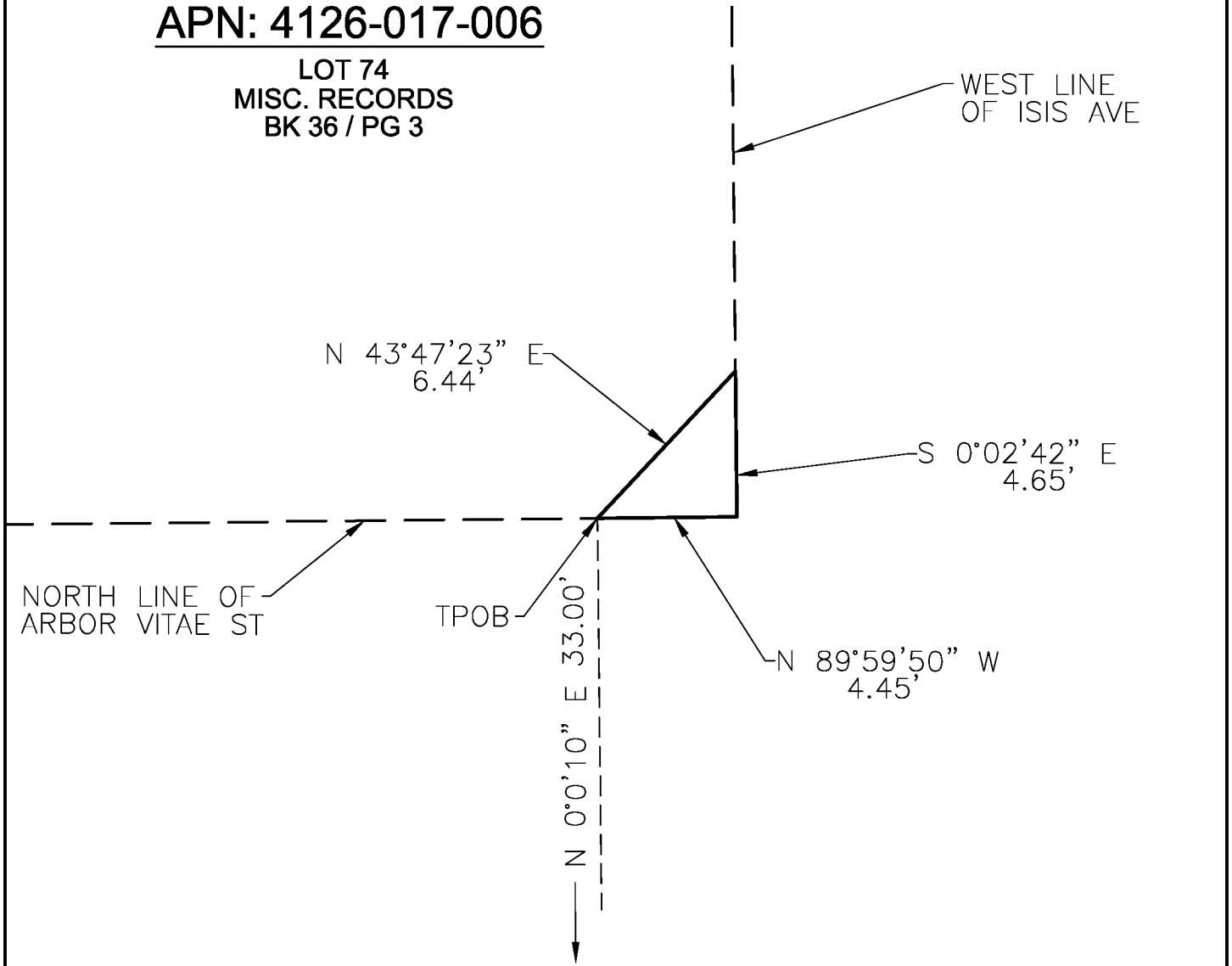
 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	1	2

EXHIBIT E2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	PERMANENT STREET EASEMENT	10 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



DETAIL "A"
N.T.S.


 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2

EXHIBIT F

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

Los Angeles World Airports
Commercial Development Department
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Deputy Executive Director

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4126-017-006

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Temporary Construction Easement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by The Hertz Corporation, a Delaware Corporation (“**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 non-exclusive temporary construction easement (“**Temporary Construction Easement**” or “**TCE**”), over, above, on, under, in, within, across, along, around, about and through that certain portion (or those certain portions) of Grantor’s real property located in the City of Inglewood, County of Los Angeles, State of California (“**Property**”) for the construction of permanent streets, street improvements, including without limitation curb, sidewalk, gutter and other street or roadway modifications, and utility modifications along Arbor Vitae Street and Isis Avenue in connection with the Landside Access Modernization Program (LAMP) (“**Project**”). The portion(s) of the Property impacted by and subject to the Temporary Construction Easement is more particularly described in the legal description attached hereto as EXHIBIT D1 and depicted or illustrated on the map or drawing attached hereto as EXHIBIT D2 and incorporated herein by reference (“**TCE Area**”).

The Temporary Construction Easement within the TCE Area shall continue for a period of up to twenty-four (24) months. The purpose of the TCE includes without limitation the provision of working space and temporary access to the TCE Area for the development, construction, building and installation of the Project, including without limitation the development, construction, building, installation, and location of Arbor Vitae Street and Isis Avenue, including without limitation improvements related thereto and/or resulting therefrom as described in or contemplated by this instrument for the Project. Except as expressly set forth below, Grantee shall have the right to remove all improvements located within the TCE Area, including, but not limited to, existing improvements, structures, landscaping and irrigation, and/or facilities that conflict with the Project. Construction within the TCE Area and the term of the TCE shall commence not earlier than thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee’s intent to commence utilization of the TCE Area and such construction and term shall terminate on the earliest of: (a) the date upon which Grantee notifies

Grantor that it no longer needs to use the TCE Area, (b) twenty four (24) months from the commencement date of the TCE, or (c) December 31, 2024 (in any event, the “**TCE Expiration Date**”).

Prior to the TCE Expiration Date, Grantor shall not, without the express prior written consent of Grantee (which may be granted or withheld in Grantee’s sole and unfettered discretion), erect, place, or maintain any improvement, or undertake any other activity, over, above, on, under, in, within, to, across, along, around, about or through the TCE Area or which may interfere with Grantee’s use of the TCE Area, including, without limitation, the erection of any building, wall, fence, structure or other improvement within the TCE Area.

Prior to the TCE Expiration Date, Grantor shall also not grant or dedicate any easement, right or other interest over, above, on, under, in, within, to, across, along, around, about or through the TCE Area without obtaining the prior written consent of Grantee, which may be granted or withheld in Grantee’s sole and unfettered discretion.

Grantee’s use of the Temporary Construction Easement shall be subject to and/or in accordance with the following provisions:

(a) at the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished grade conditions and install replacement landscaping and irrigation to match similar conditions existing as of the dates of the TCE;

(b) construction activities within the TCE Area may include, without limitation, grading, construction and/or installation of curbs, gutters, sidewalks, bike paths, crosswalks, storm drains as well as other drainage facilities, utilities, street lighting, traffic signals, striping, and other street and roadway improvements as well as appurtenances thereto;

(c) additionally, such construction activities may include without limitation the following: removal of existing sidewalks, curbs, inlet structures/manholes, asphalt concrete, and landscaping; installation of sidewalk, curb ramps, curbs, asphalt concrete, landscape medians, induction loops and appurtenances, and striping improvements; and replacement of landscape and irrigation as necessary to accommodate new improvements;

(d) construction activities will include periods where the TCE Area will be occupied by equipment and materials and the TCE Area will be used for Grantee access (including access by Grantee’s contractors, agents and representatives as well as the employees of Grantee and Grantee’s contractor(s), agent(s) and representative(s) (collectively, “**Contractor**”)) related to the construction of the Project. As to the Property but not otherwise, these activities shall be confined to the TCE Area. Occupancy of the TCE Area will be for up to twenty (20) consecutive working days from initial commencement of activities through final construction and demobilization of work within the TCE Area;

(e) construction activities will occasionally disrupt normal vehicular and pedestrian traffic on Arbor Vitae Street and Isis Avenue;

(f) impacts to vehicular and pedestrian circulation due to construction activities will be in accordance with the City of Inglewood and Los Angeles Department of Transportation standards for traffic management;

(g) construction activities will include maintenance and irrigation of landscaping by Contractor immediately adjacent and near the TCE Area;

(h) Contractor will be responsible for replacing all landscape and irrigation facilities to match pre-construction existing conditions;

(i) the TCE Area will be reasonably protected, reasonably maintained and kept reasonably free of trash during construction by Grantee to attempt to ensure that the visual identity and character of the Property is not unreasonably impacted by the use of the Temporary Construction Easement;

(j) while on the TCE Area in connection with the use of the Temporary Construction Easement, Grantee will comply with all applicable laws, rules, and regulations as well as, to the extent commercially reasonable and practicable, best construction practices, including compliance with City of Los Angeles Noise Ordinance requirements; and

(k) Contractor shall protect existing perimeter wall immediately adjacent to TCE Area in place throughout the term of the TCE.

The covenants contained in this instrument shall run with the land.

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

Dated: _____

GRANTOR:

The Hertz Corporation, a Delaware Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT F1

Legal Description of TCE Area
[APN(s): 4126-017-006]

[attached behind this page]

EXHIBIT "F1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 74 ON A MAP IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 36, PAGE 3 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE INTERSECTION OF ISIS AVENUE AND ARBOR VITAE STREET AS SHOWN ON TRACT NUMBER 14225 AS PER MAP FILED IN BOOK 319 OF TRACT MAPS, PAGES 20 THROUGH 24, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID ARBOR VITAE STREET CENTERLINE NORTH 89°59'50" WEST, A DISTANCE OF 41.98 FEET;

THENCE DEPARTING SAID ARBOR VITAE STREET CENTERLINE NORTH 0°00'10" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID TRACT NUMBER 14225, SAID POINT BEING THE **TRUE POINT OF BEGINNING (TPOB)**;

THENCE NORTH 0°02'42" EAST, A DISTANCE OF 4.53 FEET;

THENCE NORTH 18°14'06" EAST, A DISTANCE OF 4.33 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 8.65 FEET MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 7.66 FEET TO A POINT ON THE WEST OF ISIS AVENUE AS SHOWN ON SAID MISCELLANOUS RECORDS MAP;

THENCE ALONG THE WEST LINE OF SAID ISIS AVENUE SOUTH 0°02'42" WEST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING THE WEST LINE OF SAID ISIS AVENUE SOUTH 43°47'23" WEST, A DISTANCE OF 6.44 FEET TO A POINT ON THE NORTH LINE OF SAID ARBOR VITAE STREET;

THENCE ALONG THE NORTH LINE OF SAID ARBOR VITAE STREET NORTH 89°59'50" WEST, A DISTANCE OF 4.55 FEET TO THE **TRUE POINT OF BEGINNING**.


CONTAINING 0.002 ACRES OR 65 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 "F2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:



BYRON J. CAZAR, P.L.S.
P.L.S. 9337, EXP. 03-31-23

6-30-2021
DATE



EXHIBIT F2

Map of TCE Area
[APN(s): 4126-017-006]

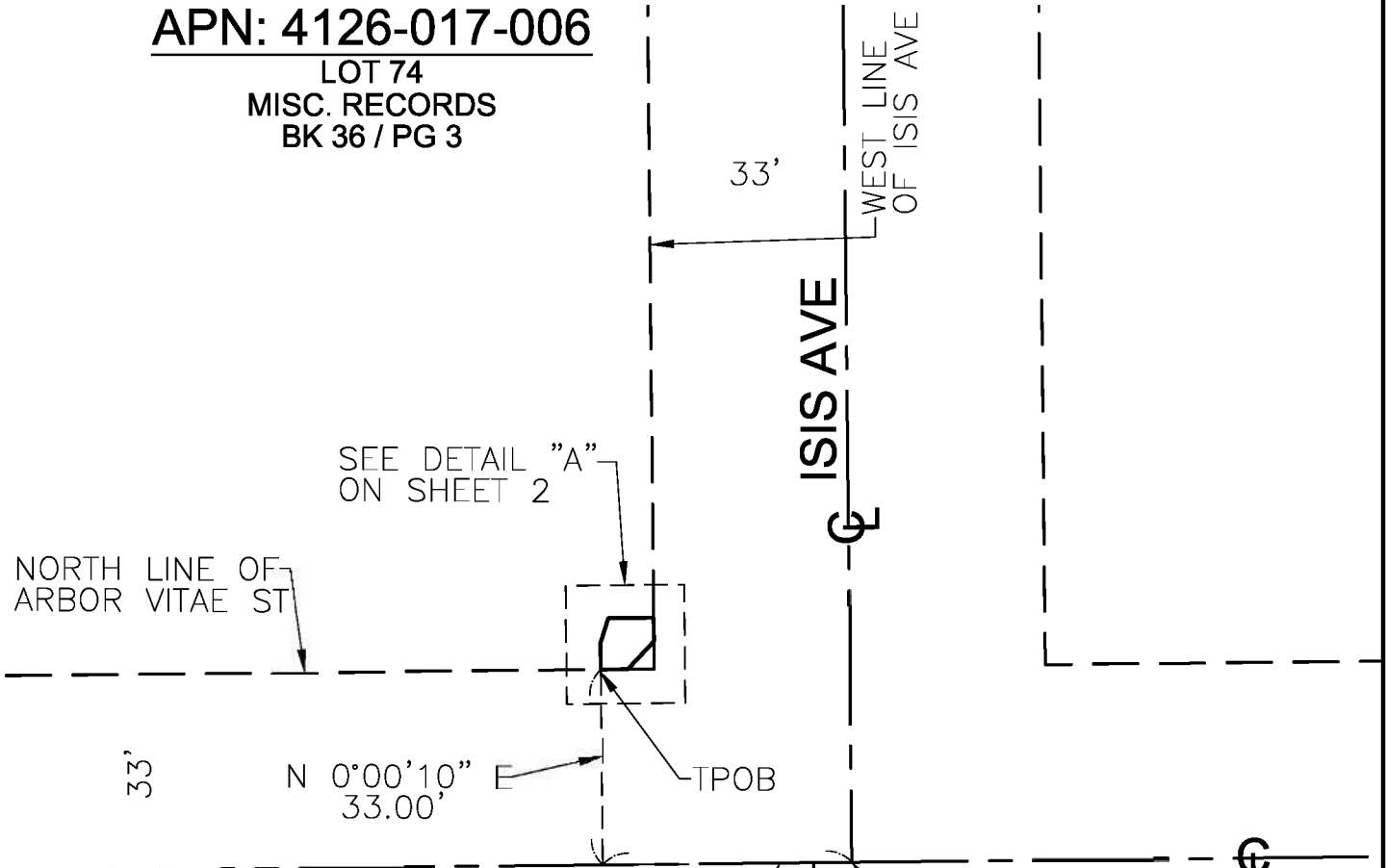
[attached behind this page]

EXHIBIT F2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



ARBOR VITAE ST

N 89°59'50"
41.98'

POC
INTERSECTION OF
ARBOR VITAE ST
WITH ISIS AVE

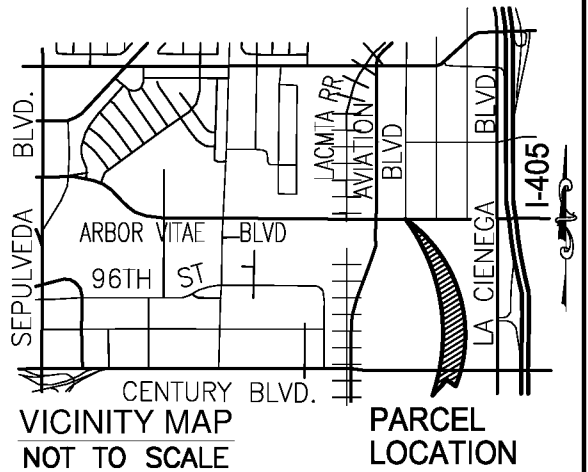
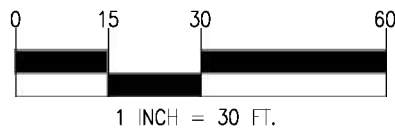
LEGEND

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



VICINITY MAP
NOT TO SCALE

PARCEL
LOCATION



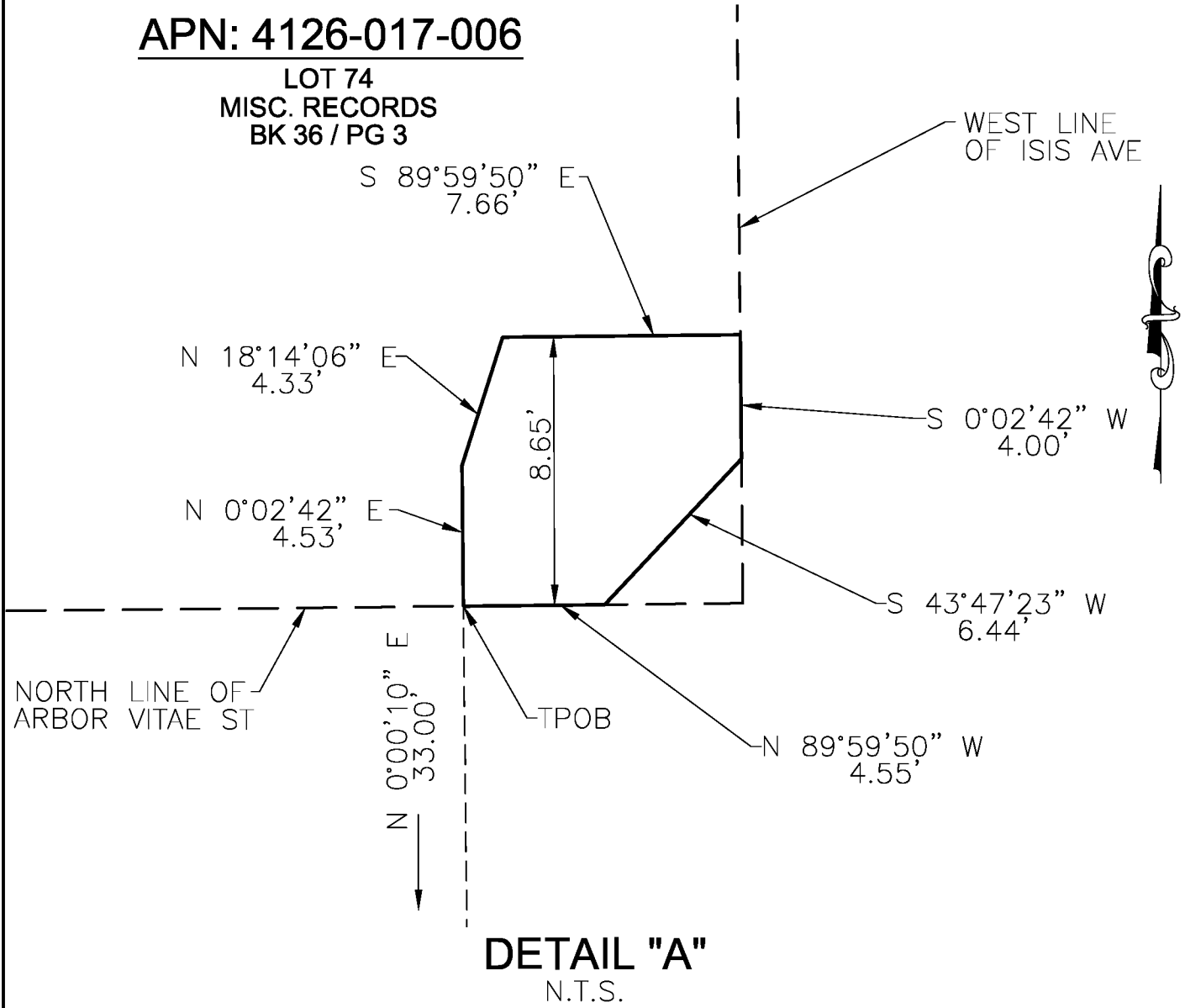
DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
6-30-2021	0	SYS	1	2


EXHIBIT F2

PARCEL #	TYPE OF INTEREST	AREA	APN
4-109B	TEMPORARY CONSTRUCTION EASEMENT	65 SF	4126-017-006

APN: 4126-017-006

LOT 74
MISC. RECORDS
BK 36 / PG 3



 MARK THOMAS	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	6-30-2021	0	SYS	2	2