



# REPORT TO THE BOARD OF AIRPORT COMMISSIONERS

<p>  <u>Samantha Bricker (May 12, 2022 14:36 PDT)</u>          Reviewed by: Samantha Bricker, Chief Sustainability &amp; Revenue Management Officer</p> <p>  <u>Brian C. Ostler</u>          Brian C. Ostler, City Attorney</p> <p>  <u>Justin Erbacci (May 12, 2022 15:27 PDT)</u>          Justin Erbacci, Chief Executive Officer</p>	<p><u>Meeting Date</u> 5/19/2022</p> <p>Needs Council Approval: <input checked="" type="checkbox"/> Y</p> <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>5/4/2022</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>5/2/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>VW</td> </tr> <tr> <td>Procurement</td> <td>5/4/2022</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond</td> <td>LK</td> </tr> <tr> <td>Guest Experience</td> <td>5/10/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>5/3/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>KC</td> </tr> <tr> <td>City Attorney</td> <td>5/11/2022</td> <td><input checked="" type="checkbox"/> Y</td> <td>NC</td> </tr> </tbody> </table>	<u>Reviewed for/by</u>	<u>Date</u>	<u>Approval Status</u>	<u>By</u>	Finance	5/4/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	5/2/2022	<input checked="" type="checkbox"/> Y	VW	Procurement	5/4/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	LK	Guest Experience	5/10/2022	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	5/3/2022	<input checked="" type="checkbox"/> Y	KC	City Attorney	5/11/2022	<input checked="" type="checkbox"/> Y	NC
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## SUBJECT

Request for approval of an Easement Exchange Agreement with the owner of 5771 West 96<sup>th</sup> Street and 5760 Arbor Vitae Street, Los Angeles to allow owner continued access on an existing public alley that will be converted to a private roadway as part of the Landside Access Modernization Program.

## RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

- ADOPT the Staff Report.
- DETERMINE that this action 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 Environmental Impact Report (State Clearinghouse 2015021014) 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.
- APPROVE the Easement Exchange Agreement with owner LA Airport Industrial Owner, LP, doing business as Overton Moore Properties, at 5771 West 96<sup>th</sup> Street and 5760 Arbor Vitae Street in Los Angeles, that will grant Overton Moore Properties a non-exclusive access easement to their property off of Maintenance Drive, a new private street to be implemented as part of the Landside Access Modernization Program, that will replace the existing public alley.
- RECOMMEND and request that the Los Angeles City Council make appropriate

findings and adopt an ordinance to grant a non-exclusive access easement.

5. AUTHORIZE the Chief Executive Officer, or designee, to execute the Easement Exchange Agreement with LA Airport Industrial Owner, LP, and any other documents necessary to effectuate the transaction, after approval as to form by the City Attorney and approval by the Los Angeles City Council.

## DISCUSSION

### 1. Purpose

Approval of the proposed Easement Exchange Agreement will grant a non-exclusive access easement on Maintenance Drive to LA Airport Industrial Owner, LP, doing business as Overton Moore Properties (hereinafter referred to as Overton), to replace their current access on the existing 20-foot-wide public alley.

### 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 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. As set forth in the September 2018 Addendum to the EIR, the proposed action does not include any changes to the LAX LAMP project that would require further review under CEQA pursuant to Public Resources Code § 21166 and CEQA Guidelines § 15162.

### 3. Background

The Landside Access Modernization Program includes an Automated People Mover (APM), a Consolidated Rent-A-Car Facility, an Intermodal Transportation Facility – West and roadway improvements.

In 2018, an Addendum to the EIR Final EIR (ENV-2016-3391-ENV, State Clearing House No. 2015021014), included language to allow the public alley along the eastern border of the APM Maintenance and Storage Facility (MSF) to be included in the tract map boundary for Tentative Tract Map No. 74322, such that the property could be used as part of Maintenance Drive, and identified that access to the adjacent property owner (Overton) would remain via Maintenance Drive.

### 4. Current Action/Rationale

The LAMP requires reconfiguration of existing parcels and approval of two new Tract Maps (Nos. 74322 and 74326) within the area bounded by Sepulveda Boulevard to the west, Westchester Parkway/Arbor Vitae Street to the north, La Cienega Boulevard to the east, and Century Boulevard to the south.

In accordance with the Los Angeles Municipal Code, Los Angeles World Airports (LAWA) submitted the Tract Maps to the City of Los Angeles, Department of City Planning, who

reviewed the maps and established the conditions for their approval. One of the conditions states that “Consents to the streets and alleys being merged and waivers of any damages that may accrue because of such mergers be obtained from all property owners who might have certain rights in the areas being merged.”

There is an existing 20-foot-wide public alley that extends north and south between 96<sup>th</sup> Street and Arbor Vitae Street in between the boundaries of the MSF and Overton. When Tract Map No. 74322 records, this existing 20-foot-wide public alley will merge and abandon the public alley with a wider private street, Maintenance Drive, that will be owned and maintained by LAWA (see Figure 1 below).

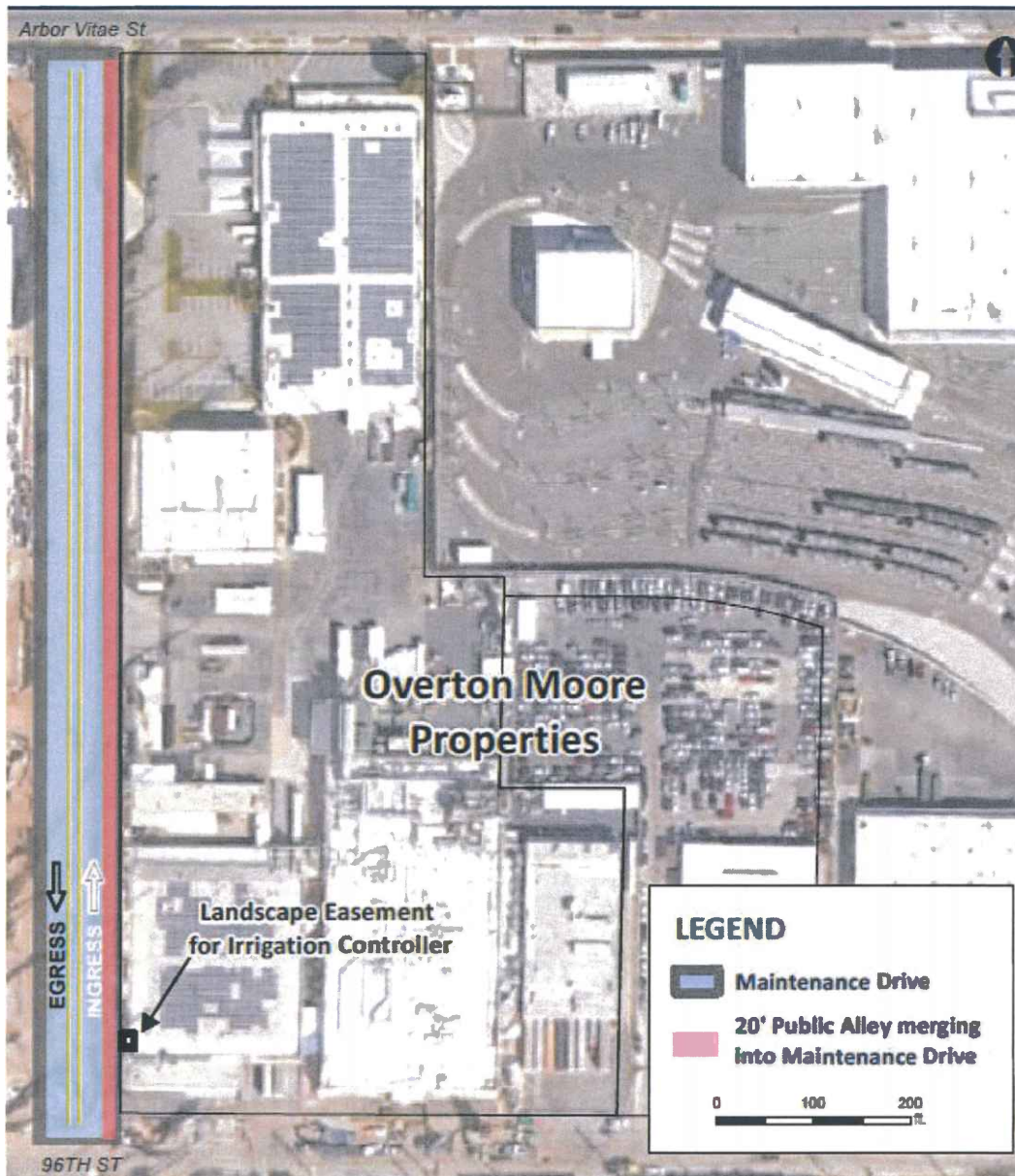


Figure 1 – Site Map of Maintenance Drive, 20' Existing Public Alley, Overton Property, and Irrigation Controller

To comply with Tract Map conditions of approval and create proposed Maintenance Drive as part of LAMP, LAWA has negotiated with Overton to obtain consent and waiver of damages

for the merger of the 20-foot public alley from Overton, in exchange for the granting of an Access Easement by LAWA to Overton for ingress and egress to the Overton property via Maintenance Drive. The consent and waiver of damages form (See Exhibit A of Easement Exchange Agreement) and the Access Easement Deed (See Exhibit D of Easement Exchange Agreement) are parts of the overall Easement Exchange Agreement.



Figure 2 – Location of Maintenance Drive between MSF and Overton

The main entrance to the MSF is from Maintenance Drive. (See Figure 2) Los Angeles World Airports will have greater operational flexibility to control the MSF entrance because Maintenance Drive will be a private street that will be open to the traveling public. Overton required documented access rights in perpetuity to ensure that in the event LAWA implements additional access control to MSF in the future, Overton's access will not be impacted. The granting of the Access Easement has satisfied Overton's prior concerns of potential closure of Maintenance Drive.

Additionally, as part of this Agreement, Overton is granting LAWA an easement for landscape and irrigation purposes which will allow the irrigation controller and related equipment for the landscaped parkway along the eastern boundary of Maintenance Drive to be placed on private property as is required by City of Los Angeles, Bureau of Street Services, the authority having jurisdiction for approval. Los Angeles World Airports has successfully negotiated with Overton to obtain an easement for installation and maintenance of this needed irrigation equipment.

### **Easement Exchange Agreement Terms**

<b>Topic</b>	<b>Description/Provision</b>
<b>The Parties</b>	<ul style="list-style-type: none"> <li>• LA Airport Industrial Owner, LP, a Delaware limited partnership, dba Overton Moore Properties (Overton)</li> <li>• Los Angeles World Airports (LAWA)</li> </ul>
<b>Agreement in General</b>	<ul style="list-style-type: none"> <li>• LAWA grants to Overton Easement for Maintenance Drive Access</li> <li>• Overton consents to Tract Map</li> <li>• Overton grants to LAWA Easement for Irrigation Purposes</li> </ul>
<b>Term</b>	<ul style="list-style-type: none"> <li>• Both grants are permanent</li> </ul>
<b>Premises</b>	<ul style="list-style-type: none"> <li>• LAWA's grant to Overton is 1,091 feet by 91 feet between 96<sup>th</sup> Street and Arbor Vitae (the same length and width of Maintenance Drive)</li> <li>• Overton's grant to LAWA is 81 square feet for irrigation controller and related equipment</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>• No payment by either party</li> </ul>

Overton has signed the Easement Exchange Agreement (See Easement Exchange Agreement Attachment 3). Overton will sign the consent to merger and waiver of damages form as a requirement of the Tract Map Conditions of Approval (See Exhibit A of Easement Exchange Agreement) and obtain lender consent (See Exhibit C of Easement Exchange Agreement) after the Landscape Easement Deed (See Exhibit B of Easement Exchange Agreement) and Access Easement Deed (See Exhibit D of Easement Exchange Agreement) are fully executed.

# TRACT NO. 74322

IN THE CITY OF LOS ANGELES  
STATE OF CALIFORNIA

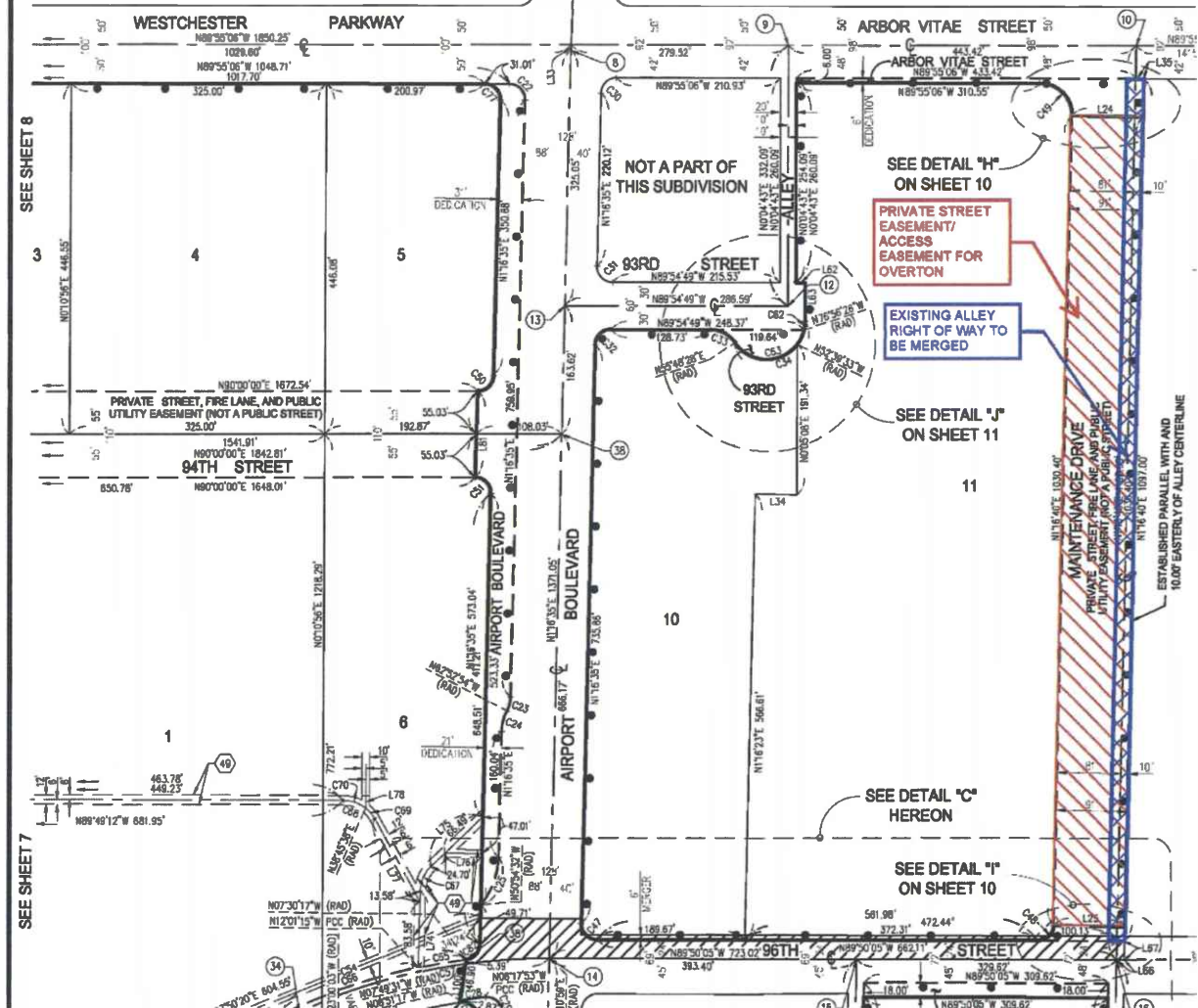


Figure 3 – Access Easement to Overton for Maintenance Drive

## 5. Fiscal Impact

This action will have no fiscal impact on Los Angeles World Airports. The Access Easement being granted by LAWA will not affect the market value of this land because the value of the easement encumbrance is *de minimis*. Additionally, the Easement LAWA is being granted for irrigation purposes is at no cost to LAWA.

## 6. Alternatives Considered

- **Not Approve the Easement Exchange Agreement**

This action is not recommended because Overton's consent and waiver of damages for the merging and abandonment of an existing public alley is needed to satisfy Tract Map 74322 approval conditions.

## APPROPRIATIONS

No appropriation of funds is required for this action.

## STANDARD PROVISIONS

1. The Easement Exchange Agreement 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. The Landside Access Modernization Program Environmental Impact Report (EIR) was certified by the Board of Airport Commissioners for this project on March 2, 2017 (Resolution 26185).
2. The 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 606.
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. Owner must have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports prior to the execution of the agreement.
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.

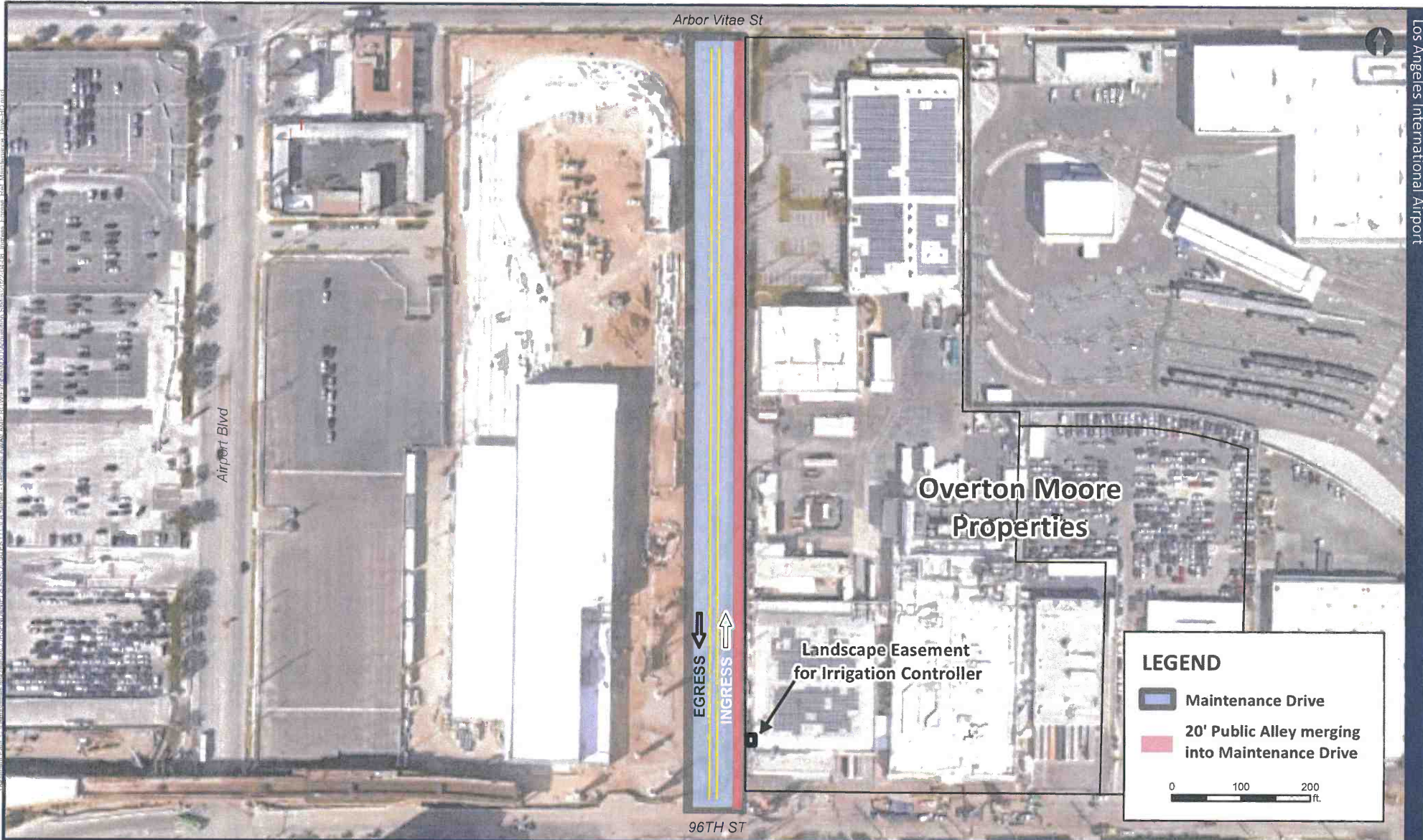
### Attachments:

1. Location Map
2. Site Map
3. Easement Exchange Agreement
  - a. Exhibit A - Consent and Waiver Form
  - b. Exhibit B - Landscape Easement Deed
  - c. Exhibit C - Lender Consent and Subordination
  - d. Exhibit D - Access Easement Deed
4. City Council Ordinance
  - a. Exhibit A - Consent and Waiver Form
  - b. Exhibit B - Landscape Easement Deed
  - c. Exhibit C - Lender Consent and Subordination
  - d. Exhibit D - Access Easement Deed

# ATTACHMENT 1 - LOCATION MAP







No.	Date	Revisions

**Notes**

\*For Planning and Deliberative Purposes only

Drawn: JHM Approved: --- Date: 4/8/2022

**SITE MAP - 20' Public Alley merging into Maintenance Drive**

LANDSIDE ACCESS MODERNIZATION PROGRAM (LAMP)

## EASEMENT EXCHANGE AGREEMENT

THIS EASEMENT EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("City"), and LA Airport Industrial Owner, LP, a Delaware limited partnership ("Owner"), with reference to the following:

### RECITALS

A. Owner is the fee owner of the real property commonly known as 5771 W. 96th Street, Los Angeles, California (Assessor's Parcel No. 4125-021-030) ("96<sup>th</sup> Street Property"). Owner is also the fee owner of the real property commonly known as 5760 Arbor Vitae Street, Los Angeles, California (Assessor's Parcel No. 4125-020-014) ("Arbor Vitae Street Property"). The 96<sup>th</sup> Street Property and the Arbor Vitae Street Property are collectively referred to herein as "Owner's Property."

B. In connection with the Landside Access Modernization Program ("LAMP") at Los Angeles International Airport, City seeks recordation of Tentative Tract Map No. 74322 (the "Tract Map"). The Tract Map contemplates, among other things, the merger and abandonment of an existing 20-foot wide public alley (the "Public Alley") which lies adjacent to the westerly boundary of Owner's Property, and the replacement of the Public Alley with a wider private street owned by City and commonly known as Maintenance Drive as shown on the Tract Map (the "Private Street").

C. In connection with the recordation of the Tract Map, City has requested the consent of Owner for the merger and abandonment of the Public Alley (the "Consent") in the form of that certain Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form") attached to this Agreement as **Exhibit "A."** City has also requested the grant of an easement by Owner in favor of City for landscape and irrigation purposes (the "Landscape Easement") over a portion of the 96<sup>th</sup> Street Property in the form of that certain Permanent Easement for Landscape and Irrigation Purposes attached to this Agreement as **Exhibit "B"** ("Landscape Easement Deed"). In addition, Owner agreed to obtain the consent and subordination of any holder (collectively, "Lender") of a lien of deed of trust encumbering Owner's Property to the Consent and Landscape Easement, which lender consent and subordination ("Lender Consent") will be in the form of the Lender Consent and Subordination attached to this Agreement as **Exhibit "C"**.

D. Owner is willing to provide the Consent in the form of the Consent and Waiver Form and to grant the Landscape Easement in the form of the Landscape Easement Deed, as well as obtain the Lender Consent, in exchange for the grant of a non-exclusive appurtenant ingress and egress easement by City to Owner for the benefit of Owner's Property over the Private Street (the "Access Easement") in the form of the Easement Deed for Ingress and Egress attached to this Agreement as **Exhibit "D"** ("Access Easement Deed").

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the recitals hereby incorporated herein by this reference, the parties hereto agree as follows:

1. Agreement for Exchange.

Owner hereby agrees to grant the Consent and the Landscape Easement, and to obtain the Lender Consent, in exchange for City's grant of the Access Easement.

City hereby agrees to grant the Access Easement in exchange for Owner's grant of the Consent and the Landscape Easement, and for obtaining the Lender Consent.

Owner acknowledges that City's grant of the Access Easement shall constitute the total consideration due and payable for Owner's grant of the Consent and the Landscape Easement, and for obtaining the Lender Consent. City acknowledges that Owner's grant of the Consent and the Landscape Easement, and for obtaining the Lender Consent, shall constitute the total consideration due and payable for City's grant of the Access Easement.

2. Approvals; Execution, and Recordation.

Owner confirms that the undersigned is authorized to execute and deliver this Agreement (together with the Consent and Waiver Form, and Landscape Easement) on behalf of Owner. Owner shall execute and deliver this Agreement, the Consent and Waiver Form, and Landscape Easement. Owner acknowledges that the execution and delivery of this Agreement and the Access Easement, and acceptance of the Landscape Easement, by City requires the prior approval of the Board of Airport Commissioners (the "Board") and the City Council of the City of Los Angeles (the "City Council"), as applicable. Upon Owner's execution and delivery of such documents (which shall be delivered along with all applicable signed and notarized execution documents referenced therein) to City, City will use good faith efforts to process the requisite Board and City Council approval.

This Agreement (and applicable documents referenced therein) shall not become effective nor be executed by City, until the requisite Board and City Council approval has been obtained and City Ordinance publication requirements have been met. At the time of such approval and execution of this Agreement (and the Access Easement) by City, the Effective Date of this Agreement shall be inserted in the space set forth in the first sentence of this Agreement; and City shall thereafter cause to be recorded concurrently the Landscape Easement Deed and the Access Easement Deed, which recordation shall occur on or before recordation of the Tract Map. In avoidance of any doubt, the Consent and Waiver Form shall not become effective until the Board and the City Council have approved this Agreement and the Access Easement Deed.

2.1. Lender Consent Delivery. Upon approval and execution of the Agreement by City, Owner shall obtain executed and acknowledged Lender Consent from its then current

Lender substantially in the form attached as Exhibit C. Owner acknowledges and agrees that Owner's obligation to obtain Lender Consent is a material term of this Agreement, and failure to obtain Lender Consent shall constitute a breach of this Agreement.

3. Expenses. Except as otherwise expressly provided in this Agreement, all civil engineering, consulting, legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

4. Release of Claims. Owner hereby forever completely and unconditionally releases, acquits and discharges City, the Board and the City Council, and their respective board and council members, officers, directors, employees, contractors, agents, attorneys, and representatives (collectively, the "City Parties") from any and all past, present or future claims, demands, liabilities, actions, causes of action, debts, losses, costs, expenses, counterclaims, set-offs, damages or suits of every kind or nature (collectively, "Claims") which Owner now has or may hereafter accrue against City Parties, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, arising out of, based upon, or in any way related to the merger and abandonment of the Public Alley and/or the grant of the Landscape Easement, including, but not limited to any Claims for compensation related to or in connection therewith or any alleged costs, expenses, fees, charges, or attorney's fees purportedly incurred relating thereto. The foregoing release by Owner specifically includes those which are unknown or unforeseen, and in such connection, Owner hereby waives all rights it has or may have in the future under California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

  
\_\_\_\_\_  
Owner's Initial

5. Further Assurances. Each of the parties hereto does hereby covenant and agree, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such other documents and instruments and to take all such other actions as may in the reasonable opinion of any of the parties hereto be necessary in order to consummate the transactions contemplated hereby or carry out more effectively any of the purposes of this Agreement.

6. Counterparts. This Agreement may be executed in several counterparts and any and all such executed counterparts shall constitute a single agreement binding on each of the parties hereto and each of their respective successors and assigns, notwithstanding that each of the parties hereto is not signatory to the original or to the same counterpart.

7. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means, (iii) are aware that the other party(ies) will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

8. Entire Agreement. This Agreement constitutes the entire agreement between each of the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements between the parties with regard to such subject matter.

9. Attorneys’ Fees. In any action brought to enforce the terms of this Agreement, the party substantially prevailing in the action shall be entitled to recover from the other party reasonable attorneys’ fees and costs, including but not limited to expert witness fees and court fees.

10. Legal Counsel. Each party to this Agreement hereby acknowledges and represents to the other party that, in connection with the preparation, review and execution of this Agreement, each such party has been represented by and consulted with independent legal counsel. This Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

11. Time. The parties acknowledge that time is of the essence in this Agreement.

12. Governing Law. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto duly executed and delivered this Easement Exchange Agreement as of the day and year first above written.

**CITY:**

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

CITY OF LOS ANGELES, a municipal corporation,

By: \_\_\_\_\_  
Deputy/Assistant City Attorney


By: \_\_\_\_\_  
Chief Executive Officer  
Department of Airports

Date: \_\_\_\_\_

**OWNER:**

LA AIRPORT INDUSTRIAL OWNER, LP,  
a Delaware limited partnership

By: LAX Industrial Investors GP LLC, a  
Delaware limited liability company

By:   
Name: TIMUR TELIMER  
Title: MANAGER

**EXHIBIT "A"**

**CONSENT AND WAIVER FORM**

**CONSENT AND WAIVER FORM FOR MERGER OF PUBLIC  
RIGHT-OF-WAYS**

City Engineer  
Attention: Final Map Section  
Land Development and GIS Division  
201 North Figueroa Street, Suite 290  
Los Angeles, CA 90012  
(213) 202-3480

Date: \_\_\_\_\_

Tract No.: 74322

(Rev 3-6-02)  
Dear Sir:


The undersigned hereby certifies to be the owner(s) of the property in the City of Los Angeles, County of Los Angeles, State of California, legally described as:

See Exhibit "A" for legal description attached  
\_\_\_\_\_  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

I (We) am (are) informed that proceedings for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies \_\_\_\_\_  
Westerly \_\_\_\_\_ of and adjoins my \_\_\_\_\_  
Example: (Northerly, Northeasterly, Southwesterly, Etc.)  
(our) property, have been instituted by the City of Los Angeles under Tentative Tract Map No. 74322.

I (We) hereby consent to this merger and waive any and all damages that may accrue to my (our) property by reason of said merger.

It being understood that the above waiver relates solely to the merging of the public easement over the above mentioned public right of way pursuant to Section 66499.20.2 of Division 2 of Title 7 of the State Government Code. This Consent and Waiver shall not become effective until the Board of Airport Commissioners and the City Council of the City of Los Angeles have approved the Easement Exchange Agreement and the related Easement Deed for Ingress and Egress, each of which have been executed by the undersigned and are incorporated herein by this reference. This Consent and Waiver is binding upon the undersigned, their heirs, successors in interest and assignees.

NAME (Print and Sign)	ADDRESS:	DATE:
 TIMUR TECIMER	19700 S VERMONT AVE # 101 TORRANCE, CA 90502	_____
_____	_____	_____
_____	_____	_____

..... Attach Notarial Acknowledgement Below .....  
Have this form signed, notarized and return to the Final Map Section



# 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 Los Angeles )

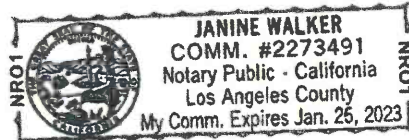
On 05/06/2022 before me, Janine Walker, Notary Public  
(insert name and title of the officer)

personally appeared Timur Tecimer,  
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 "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 21, PAGE 29](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN [BOOK 24607, PAGE 381, OF OFFICIAL RECORDS](#).

#### PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN [BOOK 450 PAGES 15](#) AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN [BOOK 457 PAGES 41, 42 AND 43](#) OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, IN THE

**EXHIBIT A  
(Continued)**

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 7 PAGE 96](#) OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS [INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS](#).

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS [INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS](#).

[APN: 4125-021-030, 4125-020-014](#)

**EXHIBIT "B"**

**LANDSCAPE EASEMENT DEED**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**EASEMENT DEED  
Permanent Easement for  
Landscape and Irrigation Purposes**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantor"; c/o Overton Moore Properties) does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation ("Grantee"), and its successors and assigns, a perpetual and non-exclusive Easement for Landscape and Irrigation Purposes ("Easement"), over, above, on, under, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "A2" and, in each case, incorporated herein by reference ("Easement Area"), together with the right to use all necessary and convenient means of access.

The Easement is for the purpose of constructing, owning, operating, maintaining, repairing, replacing, improving, and altering an irrigation controller, electrical conduit/conductors, irrigation conduit, and appurtenances (collectively, the "Irrigation Controller Facilities") and includes reasonable rights of access (collectively, the "Easement Rights") to be constructed by or on behalf of Grantee as part of the Landside Access Modernization Program (LAMP) and associated roadway improvements at Los Angeles International Airport ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

At no time shall Grantor commit or permit a use, occupation, or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Grantee's rights under or pursuant to this instrument. Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or

permanent erection of any mast-type equipment or appurtenances within, above, or below the Easement Area so as to interfere with the safe, efficient and convenient operation of the Grantee's rights or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing shall be a covenant running with Grantor's land.

The undersigned confirms that he/she is authorized to execute this instrument on behalf of the referenced entity.

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

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

**GRANTOR:**

LA Airport Industrial Owner, LP,  
a Delaware limited partnership

By: LAX Industrial Investors GP LLC, a  
Delaware limited liability company

By: 

Name: TIMUR TECIMER

Title: MANAGER

# 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.

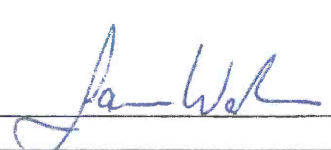
State of California  
County of Los Angeles )

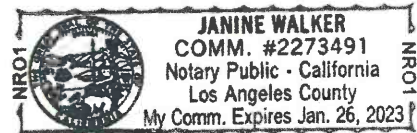
On 05/06/2022 before me, Janine Walker, Notary Public  
(insert name and title of the officer)

personally appeared Timur Tecimer  
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)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property interest conveyed by the foregoing Easement Deed, Permanent Easement for Landscape and Irrigation Purposes, from LA AIRPORT INDUSTRIAL OWNER, LP, a Delaware limited liability company, to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners of the City of Los Angeles or by the undersigned officer or agent on behalf of the Board of Airport Commissioners pursuant to authority conferred by resolution of the Board of Airport Commissioners adopted on \_\_\_\_\_, 2022 by Board order No. \_\_\_\_\_, and the grantee of the foregoing Easement Deed hereby consents to the recordation thereof by its duly authorized officer.

**GRANTEE:**

CITY OF LOS ANGELES,  
a municipal corporation

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, CITY ATTORNEY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Assistant / Deputy City Attorney

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 "A1"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[APN(s): 4125-021-030]

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**IRRIGATION CONTROLLER EASEMENT**

THAT PORTION OF LOT 1 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 OF MAPS, PAGE 30 THROUGH 31, INCLUSIVE, ALSO SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 9.06 WIDE LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC) AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON SAID TRACT MAP;**

**THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 1°16'40" EAST, A DISTANCE OF 33.15 FEET TO THE TRUE POINT OF BEGINNING (TPOB);**

**THENCE DEPARTING SAID WESTERLY LINE SOUTH 88°43'20" EAST, A DISTANCE OF 9.00 FEET TO THE POINT OF TERMINATION (POT);**

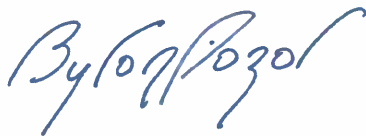
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO BEGIN AT THE WESTERLY LINE OF LOT 1 OF SAID TRACT MAP AND TERMINATE AT A LINE PARALLEL WITH AND DISTANT 9.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 1;

CONTAINING 81 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



12-17-21

BYRON J. CAZAR, P.L.S.

DATE

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



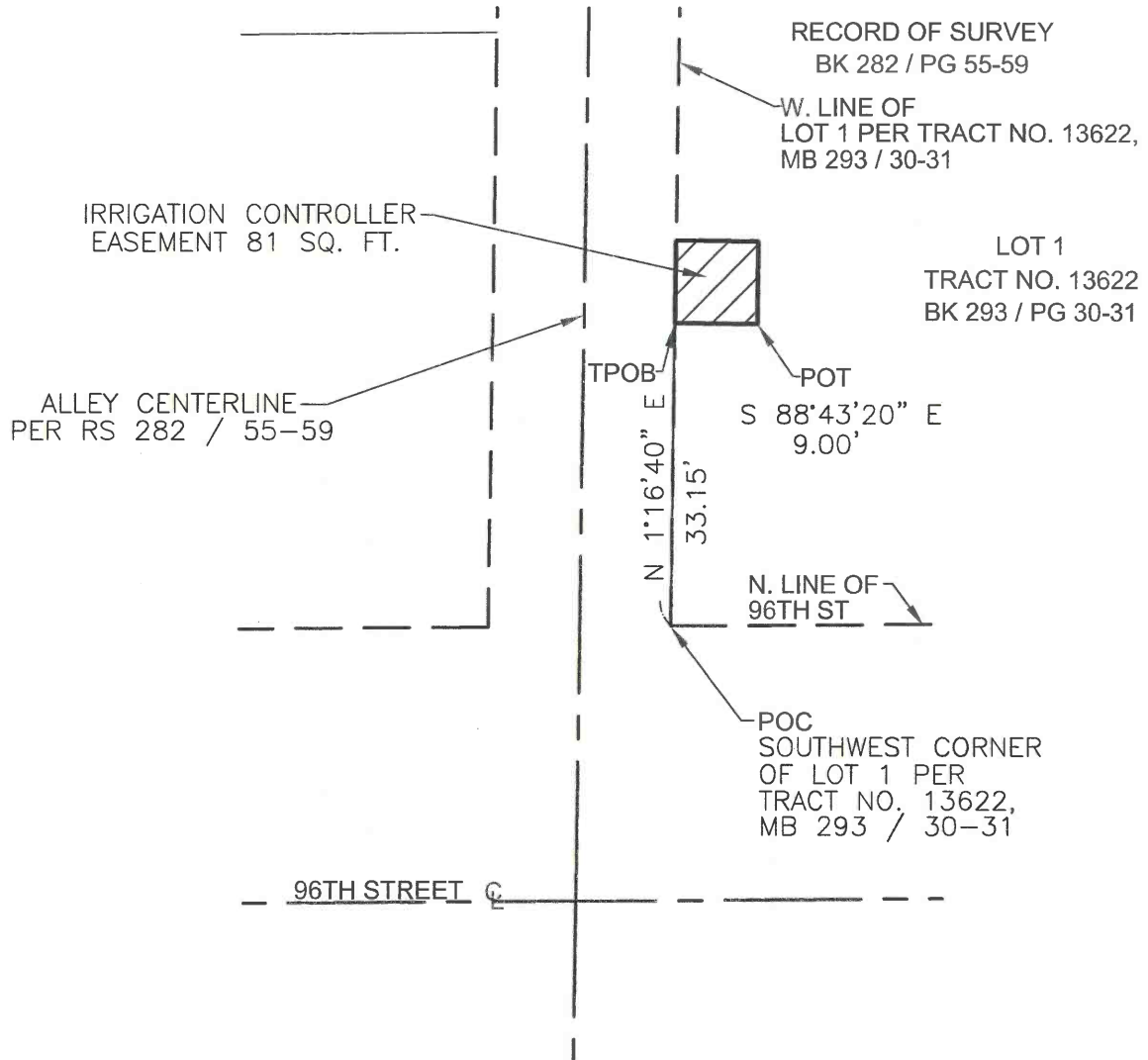
**EXHIBIT "A2"**

**MAP OF EASEMENT AREA**

[APN(s): 4125-021-030]

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	IRRIGATION CONTROLLER EASEMENT	81 SF	4125-021-030



### LEGEND

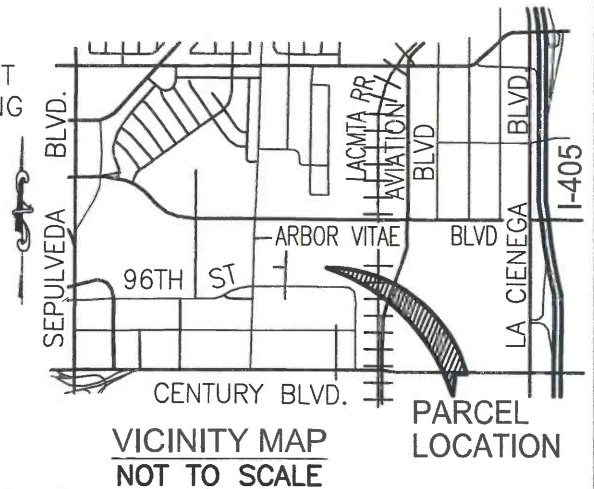
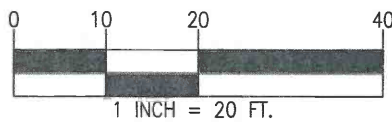
	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
	EASEMENT AS NOTED
	TIE LINE
	EXISTING PROPERTY LINE

### 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

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
POT POINT OF TERMINATION



DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
12-17-21	0	SYS	1	1

**Exhibit "B"**  
**to Easement Exchange Agreement**

**EXHIBIT "C"**

**LENDER CONSENT**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**LENDER CONSENT AND SUBORDINATION**

The undersigned, [ **Insert name, entity, and jurisdiction of Lender** ] (“Lender”), the beneficiary under that certain [ **Insert name of the instrument** ], recorded in the Official Records of Los Angeles County, California on [ **Insert Date** ] as Instrument No. [ **Insert Instrument No.** ] (“Deed of Trust”) and certain related security instruments, hereby consents and subordinates said Deed of Trust and its beneficial interest therein to the execution and recordation of the following described Landscape Easement Deed and Consent and Waiver Form for Merger of Public Right-Of-Ways substantially in the forms attached hereto as Exhibits A and B respectively, and incorporated herein:

1. Grant of Permanent Easement for Landscape and Irrigation Purposes ("Landscape Easement Deed"), regarding a portion of APN: 4125-021-030 that has been granted by LA Airport Industrial Owner, LP, a Delaware limited partnership, to City of Los Angeles, a municipal corporation; and
2. Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form"), for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies westerly of property owned by LA Airport Industrial Owner, LP, a Delaware limited partnership, with said property more particularly described in Exhibit “A” of Consent and Waiver Form.

The undersigned hereby confirms that he/she is authorized to sign this instrument on behalf Lender.

///  
///  
///  
///

IN WITNESS WHEREOF, the undersigned has caused this Lender Consent and Subordination to be duly executed as of \_\_\_\_\_, 2022.

**LENDER:**

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

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

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

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 A**  
**FORM OF**  
**LANDSCAPE EASEMENT DEED**  
**(including Exhibits A1 and A2 thereto)**

LENDER CONSENT AND SUBORDINATION

**Exhibit "C"**  
**to Easement Exchange Agreement**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

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

**EASEMENT DEED  
Permanent Easement for  
Landscape and Irrigation Purposes**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantor"; c/o Overton Moore Properties) does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation ("Grantee"), and its successors and assigns, a perpetual and non-exclusive Easement for Landscape and Irrigation Purposes ("Easement"), over, above, on, under, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "A2" and, in each case, incorporated herein by reference ("Easement Area"), together with the right to use all necessary and convenient means of access.

The Easement is for the purpose of constructing, owning, operating, maintaining, repairing, replacing, improving, and altering an irrigation controller, electrical conduit/conductors, irrigation conduit, and appurtenances (collectively, the "Irrigation Controller Facilities") and includes reasonable rights of access (collectively, the "Easement Rights") to be constructed by or on behalf of Grantee as part of the Landside Access Modernization Program (LAMP) and associated roadway improvements at Los Angeles International Airport ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

At no time shall Grantor commit or permit a use, occupation, or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Grantee's rights under or pursuant to this instrument. Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or

permanent erection of any mast-type equipment or appurtenances within, above, or below the Easement Area so as to interfere with the safe, efficient and convenient operation of the Grantee's rights or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing shall be a covenant running with Grantor's land.

The undersigned confirms that he/she is authorized to execute this instrument on behalf of the referenced entity.

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

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

**GRANTOR:**

LA Airport Industrial Owner, LP,  
a Delaware limited partnership

By: LAX Industrial Investors GP LLC, a  
Delaware limited liability company

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

Name: TIMUR TEZCAN

Title: MANAGER

## 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 Los Angeles )

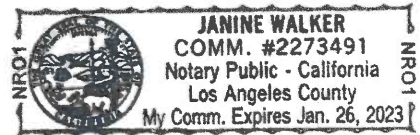
On 05/06/2022 before me, Janine Walker, Notary Public  
(insert name and title of the officer)

personally appeared Timur Tecimer,  
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)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property interest conveyed by the foregoing Easement Deed, Permanent Easement for Landscape and Irrigation Purposes, from LA AIRPORT INDUSTRIAL OWNER, LP, a Delaware limited liability company, to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners of the City of Los Angeles or by the undersigned officer or agent on behalf of the Board of Airport Commissioners pursuant to authority conferred by resolution of the Board of Airport Commissioners adopted on \_\_\_\_\_, 2022 by Board order No. \_\_\_\_\_, and the grantee of the foregoing Easement Deed hereby consents to the recordation thereof by its duly authorized officer.

**GRANTEE:**

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, CITY ATTORNEY

CITY OF LOS ANGELES,  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Assistant / Deputy City Attorney

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 "A1"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[APN(s): 4125-021-030]

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**IRRIGATION CONTROLLER EASEMENT**

THAT PORTION OF LOT 1 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 OF MAPS, PAGE 30 THROUGH 31, INCLUSIVE, ALSO SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 9.06 WIDE LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON SAID TRACT MAP;

**THENCE** ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 1°16'40" EAST, A DISTANCE OF 33.15 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** DEPARTING SAID WESTERLY LINE SOUTH 88°43'20" EAST, A DISTANCE OF 9.00 FEET TO THE **POINT OF TERMINATION (POT)**;

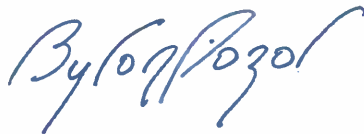
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO BEGIN AT THE WESTERLY LINE OF LOT 1 OF SAID TRACT MAP AND TERMINATE AT A LINE PARALLEL WITH AND DISTANT 9.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 1;

CONTAINING 81 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



12-17-21

BYRON J. CAZAR, P.L.S.

DATE

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



**EXHIBIT "A2"**

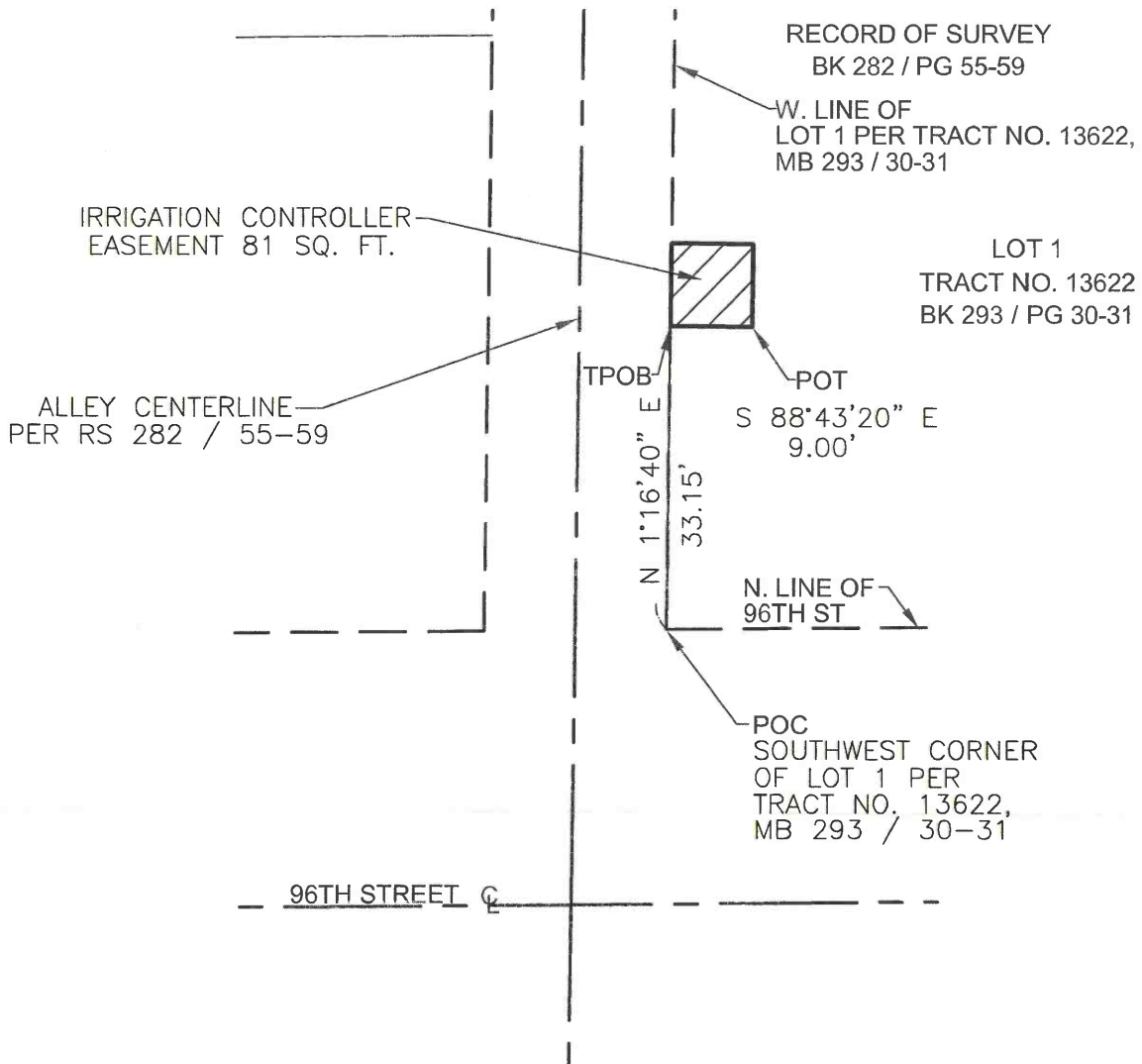
**MAP OF EASEMENT AREA**

[APN(s): 4125-021-030]



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	IRRIGATION CONTROLLER EASEMENT	81 SF	4125-021-030



### LEGEND

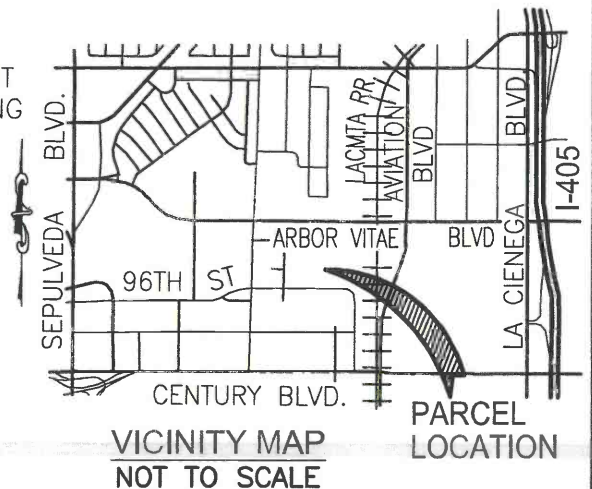
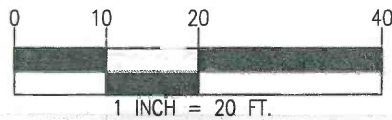
- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- TIE LINE
- EXISTING PROPERTY LINE

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
POT POINT OF TERMINATION

### 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
12-17-21	0	SYS	1	1

**Exhibit "C"**  
**to Easement Exchange Agreement**

**EXHIBIT B**  
**FORM OF**  
**CONSENT AND WAIVER FORM**  
**(including Exhibit A thereto)**

LENDER CONSENT AND SUBORDINATION

**Exhibit "C"**  
**to Easement Exchange Agreement**

**CONSENT AND WAIVER FORM FOR MERGER OF PUBLIC  
RIGHT-OF-WAYS**

City Engineer  
Attention: Final Map Section  
Land Development and GIS Division  
201 North Figueroa Street, Suite 290  
Los Angeles, CA 90012  
(213) 202-3480

Date: \_\_\_\_\_  
Tract No.: 74322

(Rev 3-6-02)  
Dear Sir:

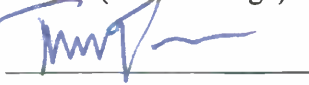
The undersigned hereby certifies to be the owner(s) of the property in the City of Los Angeles, County of Los Angeles, State of California, legally described as:

\_\_\_\_\_  
See Exhibit "A" for legal description attached  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

I (We) am (are) informed that proceedings for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies \_\_\_\_\_  
Westerly \_\_\_\_\_ of and adjoins my  
Example: (Northerly, Northeasterly, Southwesterly, Etc.)  
(our) property, have been instituted by the City of Los Angeles under Tentative Tract Map No. 74322.

I (We) hereby consent to this merger and waive any and all damages that may accrue to my (our) property by reason of said merger.

It being understood that the above waiver relates solely to the merging of the public easement over the above mentioned public right of way pursuant to Section 66499.20.2 of Division 2 of Title 7 of the State Government Code. This Consent and Waiver shall not become effective until the Board of Airport Commissioners and the City Council of the City of Los Angeles have approved the Easement Exchange Agreement and the related Easement Deed for Ingress and Egress, each of which have been executed by the undersigned and are incorporated herein by this reference. This Consent and Waiver is binding upon the undersigned, their heirs, successors in interest and assignees.

NAME (Print and Sign)	ADDRESS:	DATE:
 TIMUR TECIMER	19700 S VERMONT AVE # 101 TORRANCE, CA 90502	_____
_____	_____	_____
_____	_____	_____

..... Attach Notarial Acknowledgement Below .....  
Have this form signed, notarized and return to the Final Map Section

**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.

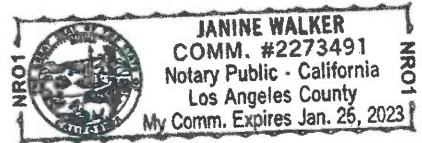
State of California  
County of Los Angeles )

On 05/06/2022 before me, Janine Walker, Notary Public  
(insert name and title of the officer)

personally appeared Timur Tecimer  
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 *Jan Walker* (Seal)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 21, PAGE 29](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN [BOOK 24607, PAGE 381, OF OFFICIAL RECORDS](#).

#### PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN [BOOK 450 PAGES 15](#) AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN [BOOK 457 PAGES 41, 42 AND 43](#) OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, IN THE

**EXHIBIT A  
(Continued)**

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 7 PAGE 96](#) OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS [INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS](#).

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS [INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS](#).

[APN: 4125-021-030, 4125-020-014](#)

**EXHIBIT "D"**

**ACCESS EASEMENT DEED**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**EASEMENT DEED FOR INGRESS AND EGRESS**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City of Los Angeles, a municipal corporation, acting by and through its Board of Airport Commissioners, ("Grantor") hereby GRANT(S) to LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantee") the following nonexclusive easement:

A non-exclusive easement for ingress and egress and incidental purposes over that certain real property ("Servient Tenement") in the City of Los Angeles, County of Los Angeles, State of California, legally described and depicted in Exhibit "A1" and Exhibit "A2" attached hereto and incorporated herein by this reference, subject to the terms set forth herein. The foregoing grant of said easement does not include any right of access, entry, ingress, egress or other rights whatsoever with respect to any portion Grantor's property of which the Servient Tenement may be a part that is not within the area described in said Exhibit "A1."

Said non-exclusive easement is appurtenant to and for the benefit of the following described property ("Dominant Tenement") in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit "B" attached hereto and incorporated herein by this reference.

Said nonexclusive easement is subject to the following reservations and conditions:

- (a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in Tentative Tract Map No. 74322 to be recorded contemporaneously herewith.
- (b) No oil, gas, mineral, water, or other subsurface rights are being conveyed.



- (c) No right to fence or obstruct the subject easement area.
- (d) Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's nonexclusive use of said easement.
- (e) Grantor reserves the right to grant additional easements over, across, along, and under the subject easement area to other persons or entities, including but not limited to utilities or to the public, and to maintain and improve the easement area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee's nonexclusive ingress/egress easement being granted hereunder.
- (f) Grantor reserves the right of air passage with inherent noise, odors, and vibration.
- (g) There shall be no obstruction of, or interference with, air navigation or communication facilities.
- (h) The parties shall cooperate in the event of future relocations of the subject easement area in connection with airport development related purposes.
- (i) Grantee shall comply with Grantor's airport rules and regulations, and with all laws and regulations as may be applicable.
- (j) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers, and name the City of Los Angeles and Los Angeles World Airports as additional insureds, or be adequately self-insured.

Said appurtenant non-exclusive easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the above-named Grantor and Grantee(s), and the County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the grantor/grantee index under the names of the respective parties.

Except to the extent caused by the sole negligence or active willful misconduct of Grantor, Grantee and its successors and assigns shall defend, indemnify and hold harmless Grantor, the City of Los Angeles, the Board of Airport Commissioners, and the City's officers, agents, servants, and employees, from and against all claims, liens, losses, demands, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related to (i) the acts or omissions of Grantee, its contractors, subcontractors, tenants, subtenants, invitees, and affiliates, and the respective officers, agents, and employees of the foregoing and their affiliates, associated with the exercise (or failure to exercise) the rights granted hereunder (including but not limited to injury to or death of persons, or damage to or destruction of property including but not limited to property of Grantee, sustained in, on, or about the easement area) or (ii) Grantee's breach of any term or condition in this Deed of Easement.

The foregoing grant of said easement is given in consideration for Grantee's execution and delivery of (1) that certain **Consent and Waiver Form for Merger of Public Right-Of-Ways** ("Consent and Waiver Form") concerning the merger and abandonment of the public alley

easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies westerly of and adjoins the Dominant Tenement, which merger and abandonment has been instituted by the City of Los Angeles under Tentative Tract Map No. 74322 ("Tract Map"); and (2) that certain Grant of Permanent Easement for Landscape and Irrigation Purposes ("Landscape Easement Deed") regarding the grant of an easement by Grantee in favor of Grantor for landscape and irrigation purposes over a portion of the Dominant Tenement; and delivery of (3) the Lender Consent and Subordination, executed by Lender ("Lender Consent").

This Easement Deed for Ingress and Egress is being recorded concurrently with the Landscape Easement Deed and the Lender Consent, with each of the foregoing to be recorded on or before, and to be effective upon, recordation of the above-referenced Tract Map.

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

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

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 A1 & A2**

**LEGAL DESCRIPTION / PLAT  
[SERVIENT TENEMENT]**

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PRIVATE STREET EASEMENT**

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-22

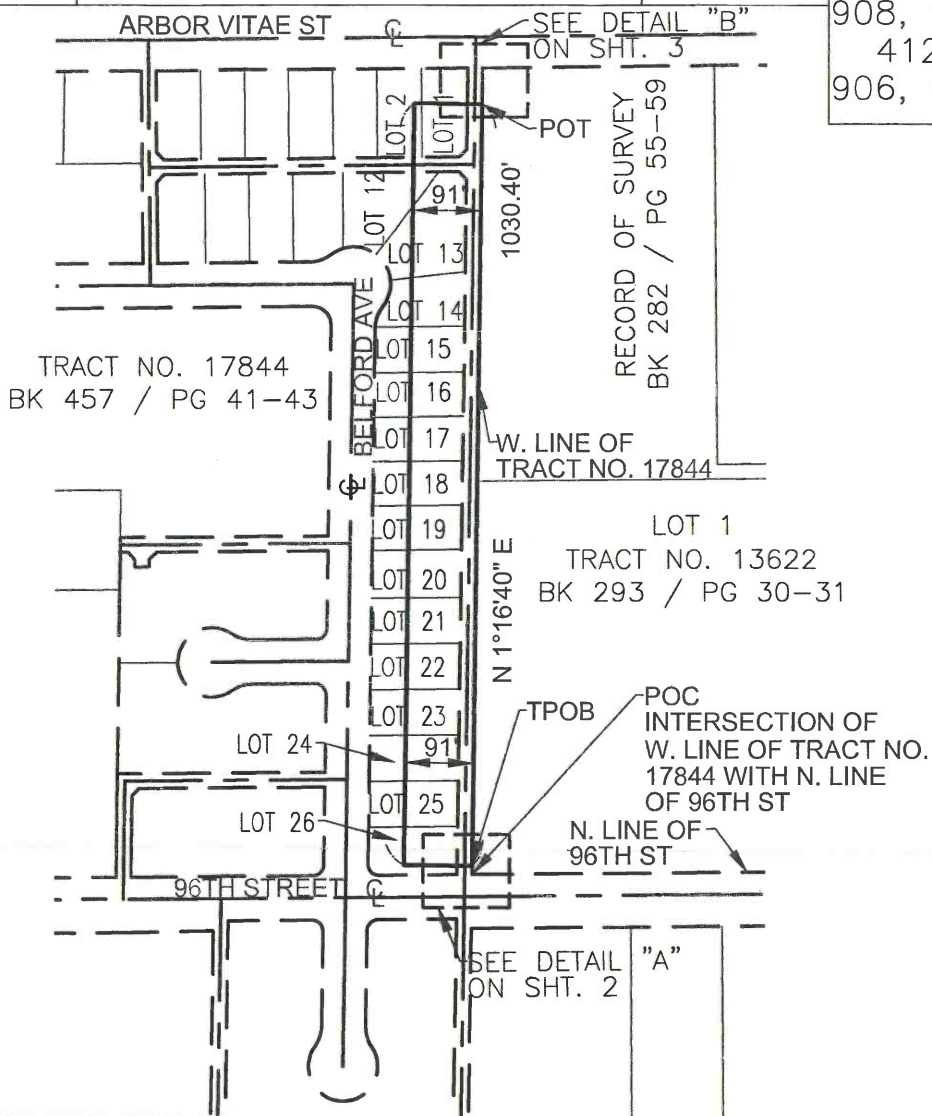
7/2/21

DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



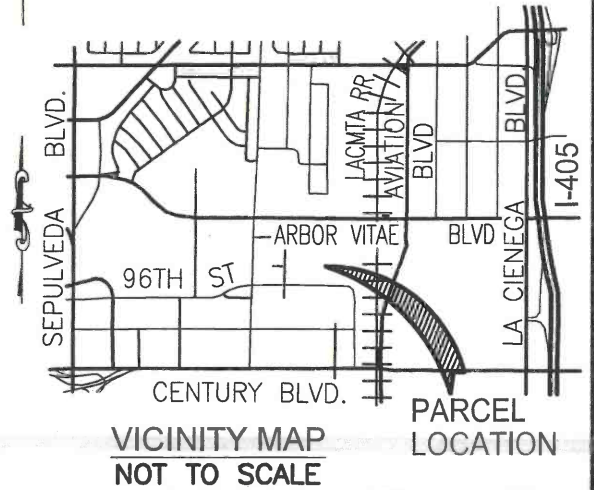
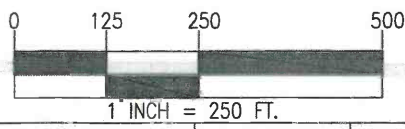
### LEGEND

- 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

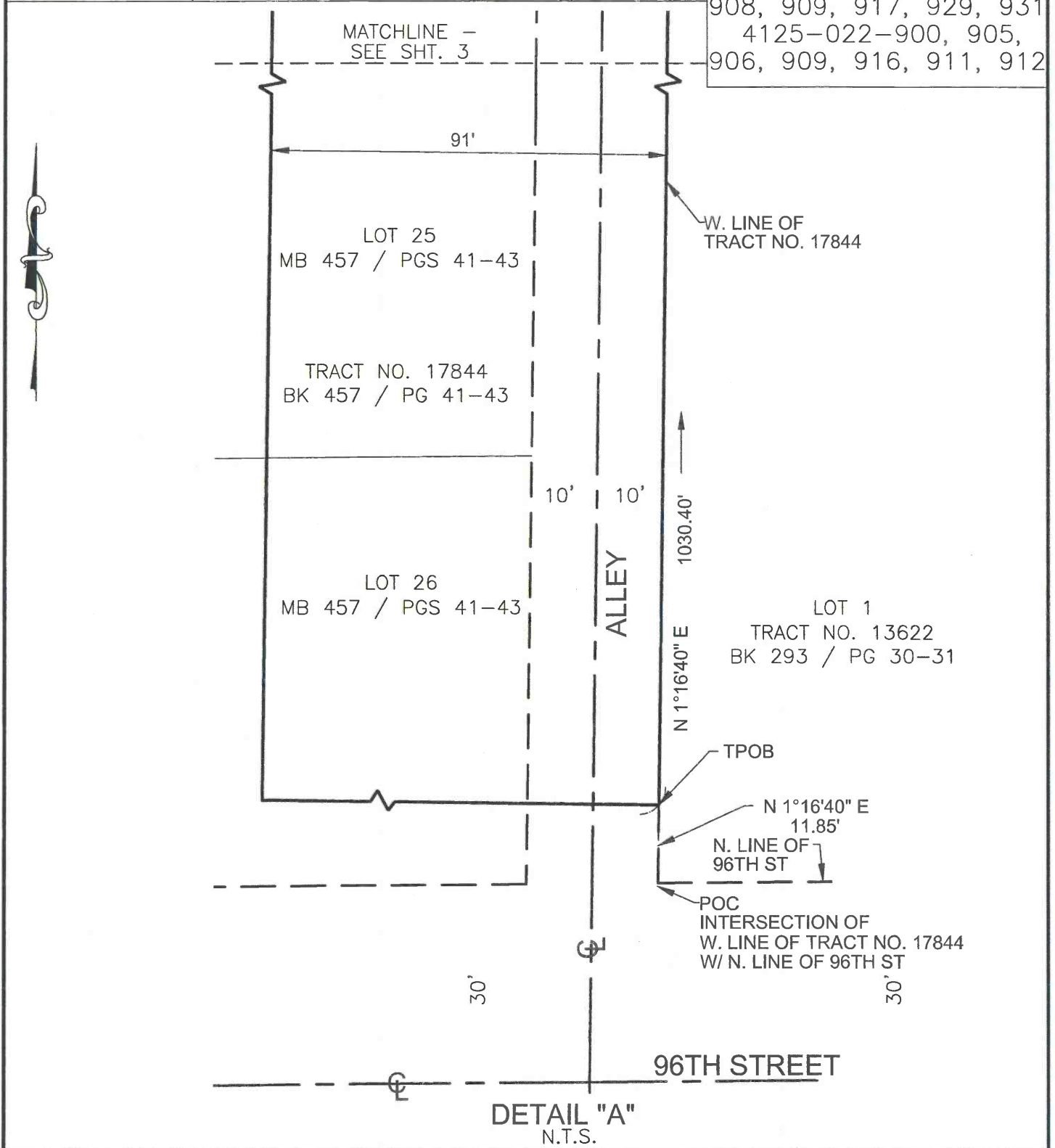


DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
7-2-2021	0	SYS	1	3

Exhibit "D"  
to Easement Exchange Agreement

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912

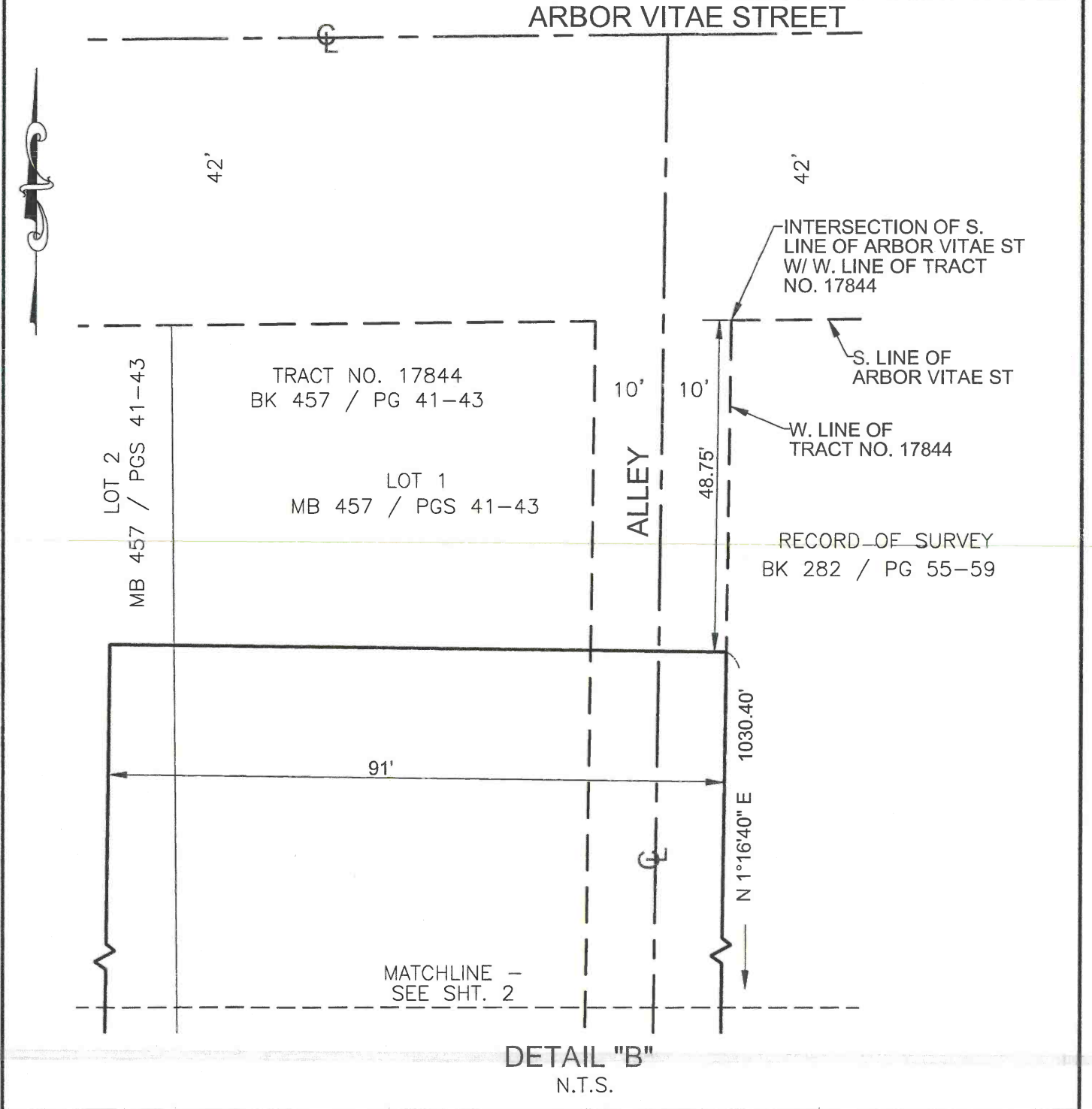


<b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	2	3

Exhibit "D"  
to Easement Exchange Agreement

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



<b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	3	3

**Exhibit "D"**  
to Easement Exchange Agreement

**EXHIBIT B**

**LEGAL DESCRIPTION  
[DOMINANT TENEMENT]**

PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN BOOK 24607, PAGE 381, OF OFFICIAL RECORDS.

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN BOOK 450 PAGES 15 AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457 PAGES 41, 42 AND 43 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

EASEMENT DEED FOR INGRESS & EGRESS, LA AIRPORT INDUSTRIAL OWNER, LP  
Page 5

**Exhibit "D"  
to Easement Exchange Agreement**



THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 96 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS.

APN: **4125-021-030, 4125-020-014**

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

An Ordinance approving Resolution No. \_\_\_\_\_ of the Board of Airport Commissioners ("Board") of the City of Los Angeles Department of Airports ("Los Angeles World Airports" or "LAWA") consenting to granting by the City of Los Angeles, a municipal corporation, by and through its Department of Airports ("Grantor") a Deed of Easement to LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantee"), c/o Overton Moore Properties, having an address at 19700 South Vermont Avenue, Suite 101, Torrance, CA 90502, for the purpose of permitting non-exclusive ingress to and egress from Grantee's adjacent property along with incidental purposes related thereto.

**WHEREAS**, Grantee is the fee owner of the real property commonly known as 5771 W. 96th Street, Los Angeles, California (Assessor's Parcel No. 4125-021-030) ("96th Street Property"). Grantee is also the fee owner of the real property commonly known as 5760 Arbor Vitae Street, Los Angeles, California (Assessor's Parcel No. 4125-020-014) ("Arbor Vitae Street Property"). The 96th Street Property and the Arbor Vitae Street Property are collectively referred to herein as "Grantee's Property."

**WHEREAS**, in connection with the Landside Access Modernization Program ("LAMP") at Los Angeles International Airport, LAWA seeks recordation of Tentative Tract Map No. 74322 (the "Tract Map"). The Tract Map contemplates, among other things, the merger and abandonment of an existing 20-foot wide public alley (the "Public Alley") which lies adjacent to the westerly boundary of Grantee's Property, and the replacement of the Public Alley with a wider private street owned by City and commonly known as Maintenance Drive as shown on the Tract Map (the "Private Street"). (The Private Street legal description is included in this Ordinance; and the legal description and depiction are set forth as **Exhibit "A1"** and **Exhibit "A2"** to the Access Easement Deed attached as **Exhibit "D"** hereto.)

**WHEREAS**, in connection with the recordation of the Tract Map, LAWA has requested the consent of Grantee for the merger and abandonment of the Public Alley (the "Consent") substantially in the form of that certain Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form") attached hereto and incorporated herein by this reference as **Exhibit "A."** LAWA has also requested the grant of an easement by Grantee in favor of City for landscape and irrigation purposes (the "Landscape Easement") over a portion of the 96th Street Property substantially in the form of that certain Permanent Easement for Landscape and Irrigation Purposes attached hereto and incorporated herein by this reference as **Exhibit "B"** ("Landscape Easement Deed"). In addition, Grantee agreed to obtain the consent and subordination of any holder (collectively, "Lender") of a lien of deed of trust encumbering Grantee's Property to the Consent and the Landscape Easement, which lender consent and subordination ("Lender Consent") will be substantially in the form of the Lender Consent and Subordination attached hereto and incorporated herein by this reference as **Exhibit "C"**.

**WHEREAS**, Grantee is willing to (i) provide the Consent in the form of the Consent and Waiver Form, (ii) grant the Landscape Easement in the form of the Landscape Easement Deed, and (iii) obtain the Lender Consent, all as set forth, in exchange for the grant of a non-exclusive appurtenant ingress and egress easement by LAWA to Grantee for the benefit of Grantee's Property over the Private Street (the "Access Easement") in the form of the Easement Deed for Ingress and Egress attached hereto and incorporated herein by this reference as **Exhibit "D"** ("Access Easement Deed").

**WHEREAS**, pursuant to Charter Sections 631 and 632(c), the Board recommends that Los Angeles World Airports be authorized to grant the Access Easement Deed to Grantee for continued nonexclusive ingress/egress access to its adjacent properties, in exchange for Grantee (i) executing the Consent and Waiver Form, (ii) granting the Landscape Easement Deed, and (iii) obtaining the Lender Consent, all as set forth and in furtherance of the LAMP improvement project at LAX.

**WHEREAS**, the Board recommends approval by the City Council of the City of Los Angeles ("City Council") to granting the subject Access Easement Deed as set forth, in furtherance of the LAMP improvement project at LAX.

**WHEREAS**, the City Administrative Officer has reviewed, and recommends, granting the subject Access Easement Deed as set forth, in furtherance of the LAMP improvement project at LAX.

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

**Section 1.** The recitals are hereby incorporated herein by this reference.

**Section 2.** The City Council hereby finds and determines that the grant of a nonexclusive appurtenant ingress and egress Access Easement Deed to Grantee in exchange for Grantee (i) executing the Consent and Waiver Form, (ii) granting the Landscape Easement Deed, and (iii) obtaining the Lender Consent, all as set forth and in furtherance of the LAMP improvement project at LAX, is in the best interests of the public, subject to approval of the Access Easement Deed by the Federal Aviation Administration ("FAA") as required under LAWA's grant assurances to FAA. The grant of an ingress/egress easement to Grantee on a nonexclusive basis does not interfere with Grantor's own use or the granting of further easements or other rights consistent therewith.

**Section 3.** City hereby, as set forth, (i) authorizes grant of a non-exclusive appurtenant ingress and egress Access Easement Deed to Grantee (in exchange for Grantee executing the Consent and Waiver Form, granting the Landscape Easement Deed, and obtaining the Lender Consent) substantially in the forms attached hereto, and (ii) authorizes LAWA's Chief Executive Officer to execute and record the Access Easement Deed; and to perform all acts and execute all documents or instruments associated with the foregoing.

## **DESCRIPTION & EASEMENT PURPOSE:**

A non-exclusive easement for ingress and egress and incidental purposes over that certain real property ("Servient Tenement") in the City of Los Angeles, County of Los Angeles, State of California, legally described in **Exhibit "A1"** and depicted in **Exhibit "A2"** to the Access Easement Deed attached as **Exhibit D** hereto. The grant does not include any right of access, entry, ingress, egress or other rights whatsoever with respect to any portion Grantor's property of which the Servient Tenement may be a part that is not within the area described in said **Exhibit "A1."** Said non-exclusive easement is appurtenant to and for the benefit of the following described property ("Dominant Tenement") in the City of Los Angeles, County of Los Angeles, State of California, described in **Exhibit "B"** to the Access Easement Deed attached as **Exhibit D** hereto.

## **SUBJECT TO THE FOLLOWING RESERVATIONS AND CONDITIONS:**

- A) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in Tentative Tract Map No. 74322 to be recorded contemporaneously herewith.
- B) No oil, gas, mineral, water, or other subsurface rights are being conveyed.
- C) No right to fence or obstruct the subject easement area.
- D) Grantor reserves the right to grant additional easements over the subject easement area to other persons or entities, including but not limited to utilities or to the public, and to maintain and improve the easement area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee's nonexclusive ingress/egress easement being granted hereunder.
- E) Grantor reserves the right of air passage with inherent noise, odors, and vibration.
- F) There shall be no obstruction of, or interference with, air navigation or communication facilities.
- G) The parties shall cooperate in the event of future relocations of the subject easement area in connection with airport development related purposes.
- H) Grantee shall comply with Grantor's airport rules and regulations, and with all laws and regulations as may be applicable.
- I) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers, and name the City of Los Angeles and Los Angeles World Airports as additional insureds, or be adequately self-insured.

## **INDEMNITY:**

Except to the extent caused by the sole negligence or active willful misconduct of Grantor, Grantee and its successors and assigns shall defend, indemnify and hold harmless Grantor, the City of Los Angeles, the Board of Airport Commissioners, and the City's officers, agents, servants, and employees, from and against all claims, liens, losses, demands, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related to (i) the acts or omissions of Grantee, its contractors, subcontractors, tenants, subtenants, invitees, and affiliates, and the respective officers, agents, and employees of the foregoing and their affiliates, associated with the exercise (or failure to exercise) the rights granted hereunder (including but not limited to injury to or death of persons, or damage to or destruction of property including but not limited to property of Grantee, sustained in, on, or about the easement area) or (ii) Grantee's breach of any term or condition in this Deed of Easement.

## **LEGAL DESCRIPTION OF SERVIENT TENEMENT:**

[Grantor's property / Maintenance Drive private street]

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; **THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**; **THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

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

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

**LEGAL DESCRIPTION OF DOMINANT TENEMENT:**

[Grantee's adjacent property]

**PARCEL 1:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN BOOK 24607, PAGE 381, OF OFFICIAL RECORDS.

**PARCEL 2:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN BOOK 450 PAGES 15 AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A

DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457 PAGES 41, 42 AND 43 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

**TOGETHER WITH THE FOLLOWING PARCEL:**

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 96 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS.

APN: 4125-021-030, 4125-020-014

**Section 4.** The City hereby authorizes and directs the City Attorney to draft and prepare all necessary documents to grant the Access Easement Deed to Grantee (and to obtain from Grantee the Consent and Waiver Form, the Landscape Easement Deed, and the Lender Consent) as described herein and in furtherance of the LAMP improvement project at LAX, as herein authorized.

**Section 5.** Pursuant to the provisions of Charter Section 252(c), this ordinance shall become effective upon its publication and shall remain operative until superseded by ordinance.

**Section 6.** The City Clerk shall certify to the passage of this ordinance and have it published in accordance with City Council policy in a daily newspaper circulated in the City of Los Angeles.

I hereby certify that this ordinance was passed by the City Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

HOLLY L. WOLCOTT, City Clerk

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

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor



Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
NARGIS CHOUDHRY  
Deputy City Attorney

Date: \_\_\_\_\_

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

**EXHIBIT A**  
**FORM OF**  
**CONSENT AND WAIVER FORM**

**CONSENT AND WAIVER FORM FOR MERGER OF PUBLIC  
RIGHT-OF-WAYS**

City Engineer  
Attention: Final Map Section  
Land Development and GIS Division  
201 North Figueroa Street, Suite 290  
Los Angeles, CA 90012  
(213) 202-3480

Date: \_\_\_\_\_

Tract No.: 74322

(Rev 3-6-02)  
Dear Sir:

The undersigned hereby certifies to be the owner(s) of the property in the City of Los Angeles, County of Los Angeles, State of California, legally described as:

\_\_\_\_\_  
See Exhibit "A" for legal description attached  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

I (We) am (are) informed that proceedings for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies  
\_\_\_\_\_ Westerly \_\_\_\_\_ of and adjoins my  
Example: (Northerly, Northeasterly, Southwesterly, Etc.)  
(our) property, have been instituted by the City of Los Angeles under Tentative Tract Map No. 74322.

I (We) hereby consent to this merger and waive any and all damages that may accrue to my (our) property by reason of said merger.

It being understood that the above waiver relates solely to the merging of the public easement over the above mentioned public right of way pursuant to Section 66499.20.2 of Division 2 of Title 7 of the State Government Code. This Consent and Waiver shall not become effective until the Board of Airport Commissioners and the City Council of the City of Los Angeles have approved the Easement Exchange Agreement and the related Easement Deed for Ingress and Egress, each of which have been executed by the undersigned and are incorporated herein by this reference. This Consent and Waiver is binding upon the undersigned, their heirs, successors in interest and assignees.

NAME (Print and Sign)	ADDRESS:	DATE:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

..... Attach Notarial Acknowledgement Below .....  
Have this form signed, notarized and return to the Final Map Section

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 "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 21, PAGE 29](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN [BOOK 24607, PAGE 381, OF OFFICIAL RECORDS](#).

#### PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN [BOOK 450 PAGES 15](#) AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN [BOOK 457 PAGES 41, 42](#) AND 43 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, IN THE

**EXHIBIT A  
(Continued)**

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 7 PAGE 96](#) OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS [INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS](#).

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS [INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS](#).

[APN: 4125-021-030, 4125-020-014](#)

**EXHIBIT B**  
**FORM OF**  
**LANDSCAPE EASEMENT DEED**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**EASEMENT DEED**  
**Permanent Easement for**  
**Landscape and Irrigation Purposes**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantor"; c/o Overton Moore Properties) does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation ("Grantee"), and its successors and assigns, a perpetual and non-exclusive Easement for Landscape and Irrigation Purposes ("Easement"), over, above, on, under, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "A2" and, in each case, incorporated herein by reference ("Easement Area"), together with the right to use all necessary and convenient means of access.

The Easement is for the purpose of constructing, owning, operating, maintaining, repairing, replacing, improving, and altering an irrigation controller, electrical conduit/conductors, irrigation conduit, and appurtenances (collectively, the "Irrigation Controller Facilities") and includes reasonable rights of access (collectively, the "Easement Rights") to be constructed by or on behalf of Grantee as part of the Landside Access Modernization Program (LAMP) and associated roadway improvements at Los Angeles International Airport ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

At no time shall Grantor commit or permit a use, occupation, or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Grantee's rights under or pursuant to this instrument. Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or



permanent erection of any mast-type equipment or appurtenances within, above, or below the Easement Area so as to interfere with the safe, efficient and convenient operation of the Grantee's rights or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing shall be a covenant running with Grantor's land.

The undersigned confirms that he/she is authorized to execute this instrument on behalf of the referenced entity.

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

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

**GRANTOR:**

LA Airport Industrial Owner, LP,  
a Delaware limited partnership

By: LAX Industrial Investors GP LLC, a  
Delaware limited liability company

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

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

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

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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property interest conveyed by the foregoing Easement Deed, Permanent Easement for Landscape and Irrigation Purposes, from LA AIRPORT INDUSTRIAL OWNER, LP, a Delaware limited liability company, to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners of the City of Los Angeles or by the undersigned officer or agent on behalf of the Board of Airport Commissioners pursuant to authority conferred by resolution of the Board of Airport Commissioners adopted on \_\_\_\_\_, 2022 by Board order No. \_\_\_\_\_, and the grantee of the foregoing Easement Deed hereby consents to the recordation thereof by its duly authorized officer.

**GRANTEE:**

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, CITY ATTORNEY

CITY OF LOS ANGELES,  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Assistant / Deputy City Attorney

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 "A1"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[APN(s): 4125-021-030]

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**IRRIGATION CONTROLLER EASEMENT**

THAT PORTION OF LOT 1 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 OF MAPS, PAGE 30 THROUGH 31, INCLUSIVE, ALSO SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 9.06 WIDE LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON SAID TRACT MAP;

**THENCE** ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 1°16'40" EAST, A DISTANCE OF 33.15 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** DEPARTING SAID WESTERLY LINE SOUTH 88°43'20" EAST, A DISTANCE OF 9.00 FEET TO THE **POINT OF TERMINATION (POT)**;

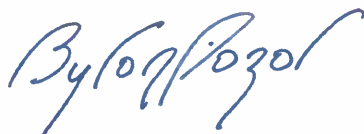
THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO BEGIN AT THE WESTERLY LINE OF LOT 1 OF SAID TRACT MAP AND TERMINATE AT A LINE PARALLEL WITH AND DISTANT 9.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 1;

CONTAINING 81 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



12-17-21

BYRON J. CAZAR, P.L.S.

DATE

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



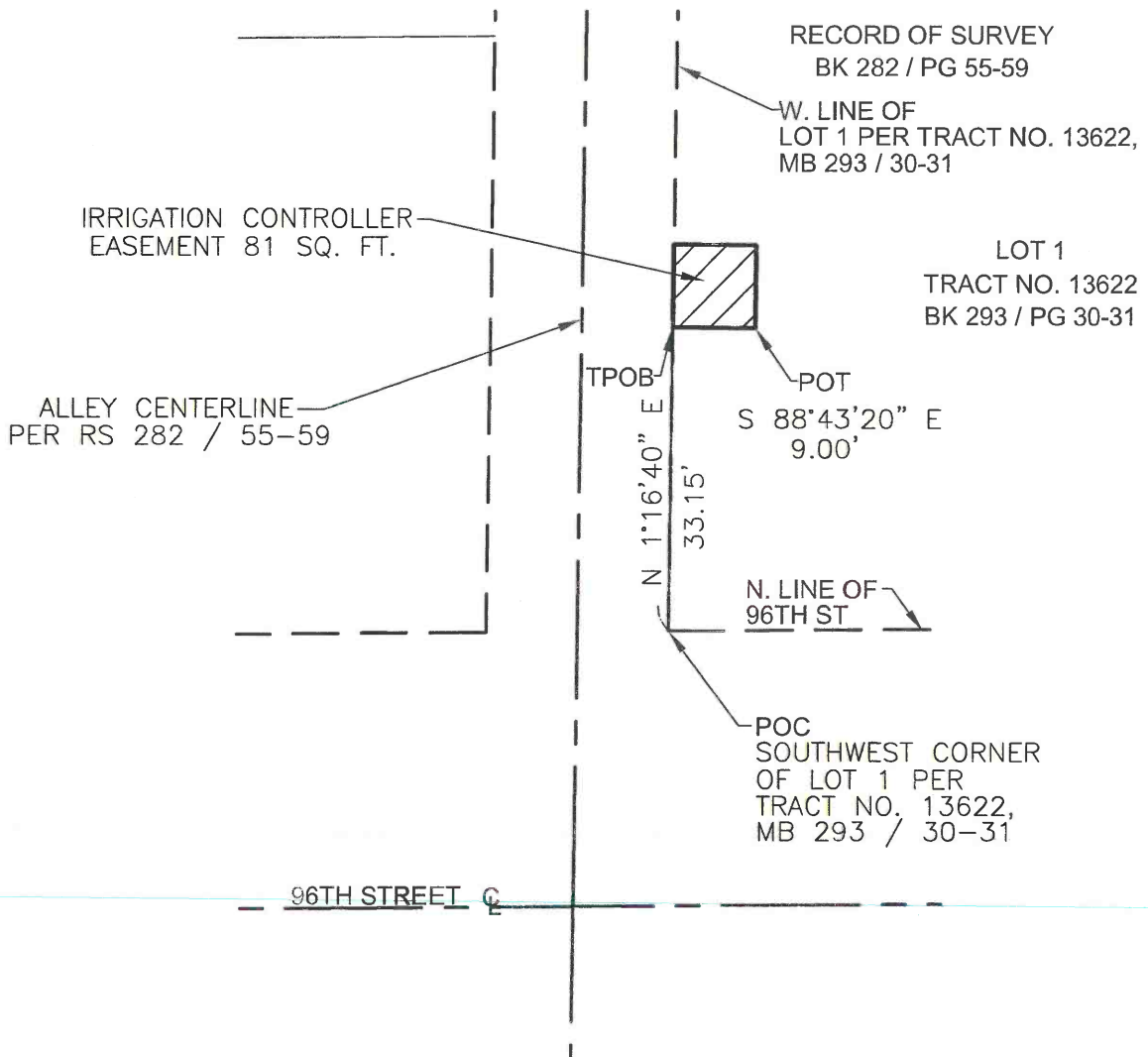
**EXHIBIT "A2"**

**MAP OF EASEMENT AREA**

[APN(s): 4125-021-030]

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	IRRIGATION CONTROLLER EASEMENT	81 SF	4125-021-030



**LEGEND**

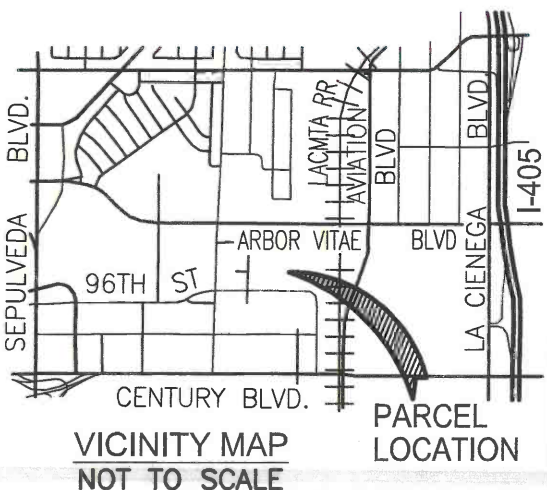
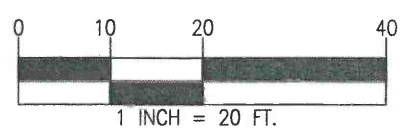
- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- TIE LINE
- EXISTING PROPERTY LINE

**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

POC POINT OF COMMENCEMENT  
 TPOB TRUE POINT OF BEGINNING  
 POT POINT OF TERMINATION



 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	12-17-21	0	SYS	1	1

**EXHIBIT C**  
**FORM OF**  
**LENDER CONSENT**



**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**LENDER CONSENT AND SUBORDINATION**

The undersigned, [ Insert name, entity, and jurisdiction of Lender ] ("Lender"), the beneficiary under that certain [ Insert name of the instrument ], recorded in the Official Records of Los Angeles County, California on [ Insert Date ] as Instrument No. [ Insert Instrument No. ] ("Deed of Trust") and certain related security instruments, hereby consents and subordinates said Deed of Trust and its beneficial interest therein to the execution and recordation of the following described Landscape Easement Deed and Consent and Waiver Form for Merger of Public Right-Of-Ways substantially in the forms attached hereto as Exhibits A and B respectively, and incorporated herein:

1. Grant of Permanent Easement for Landscape and Irrigation Purposes ("Landscape Easement Deed"), regarding a portion of APN: 4125-021-030 that has been granted by LA Airport Industrial Owner, LP, a Delaware limited partnership, to City of Los Angeles, a municipal corporation; and
2. Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form"), for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies westerly of property owned by LA Airport Industrial Owner, LP, a Delaware limited partnership, with said property more particularly described in Exhibit "A" of Consent and Waiver Form.

The undersigned hereby confirms that he/she is authorized to sign this instrument on behalf Lender.

///  
///  
///  
///

IN WITNESS WHEREOF, the undersigned has caused this Lender Consent and Subordination to be duly executed as of \_\_\_\_\_, 2022.

**LENDER:**

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

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

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

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 A**

**FORM OF**

**LANDSCAPE EASEMENT DEED**

**(including Exhibits A1 and A2 thereto)**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): 4125-021-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383

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

**EASEMENT DEED**  
**Permanent Easement for**  
**Landscape and Irrigation Purposes**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantor"; c/o Overton Moore Properties) does hereby GRANT and CONVEY to the City of Los Angeles, a municipal corporation ("Grantee"), and its successors and assigns, a perpetual and non-exclusive Easement for Landscape and Irrigation Purposes ("Easement"), over, above, on, under, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A1" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "A2" and, in each case, incorporated herein by reference ("Easement Area"), together with the right to use all necessary and convenient means of access.

The Easement is for the purpose of constructing, owning, operating, maintaining, repairing, replacing, improving, and altering an irrigation controller, electrical conduit/conductors, irrigation conduit, and appurtenances (collectively, the "Irrigation Controller Facilities") and includes reasonable rights of access (collectively, the "Easement Rights") to be constructed by or on behalf of Grantee as part of the Landside Access Modernization Program (LAMP) and associated roadway improvements at Los Angeles International Airport ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

At no time shall Grantor commit or permit a use, occupation, or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect, the Grantee's rights under or pursuant to this instrument. Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or

permanent erection of any mast-type equipment or appurtenances within, above, or below the Easement Area so as to interfere with the safe, efficient and convenient operation of the Grantee's rights or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing shall be a covenant running with Grantor's land.

The undersigned confirms that he/she is authorized to execute this instrument on behalf of the referenced entity.

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

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

**GRANTOR:**

LA Airport Industrial Owner, LP,  
a Delaware limited partnership

By: LAX Industrial Investors GP LLC, a  
Delaware limited liability company

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

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

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

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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the real property interest conveyed by the foregoing Easement Deed, Permanent Easement for Landscape and Irrigation Purposes, from LA AIRPORT INDUSTRIAL OWNER, LP, a Delaware limited liability company, to the CITY OF LOS ANGELES, a municipal corporation, is hereby accepted by order of the Board of Airport Commissioners of the City of Los Angeles or by the undersigned officer or agent on behalf of the Board of Airport Commissioners pursuant to authority conferred by resolution of the Board of Airport Commissioners adopted on \_\_\_\_\_, 2022 by Board order No. \_\_\_\_\_, and the grantee of the foregoing Easement Deed hereby consents to the recordation thereof by its duly authorized officer.

**GRANTEE:**

APPROVED AS TO FORM:  
MICHAEL N. FEUER, CITY ATTORNEY

CITY OF LOS ANGELES,  
a municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Assistant / Deputy City Attorney

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 "A1"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[APN(s): 4125-021-030]

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**IRRIGATION CONTROLLER EASEMENT**

THAT PORTION OF LOT 1 OF TRACT NUMBER 13622, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 293 OF MAPS, PAGE 30 THROUGH 31, INCLUSIVE, ALSO SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 9.06 WIDE LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC) AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON SAID TRACT MAP;**

**THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 1°16'40" EAST, A DISTANCE OF 33.15 FEET TO THE TRUE POINT OF BEGINNING (TPOB);**

**THENCE DEPARTING SAID WESTERLY LINE SOUTH 88°43'20" EAST, A DISTANCE OF 9.00 FEET TO THE POINT OF TERMINATION (POT);**

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO TO BEGIN AT THE WESTERLY LINE OF LOT 1 OF SAID TRACT MAP AND TERMINATE AT A LINE PARALLEL WITH AND DISTANT 9.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 1;

CONTAINING 81 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:

*Byron J. Cazar*

12-17-21

\_\_\_\_\_  
BYRON J. CAZAR, P.L.S.

\_\_\_\_\_  
DATE

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



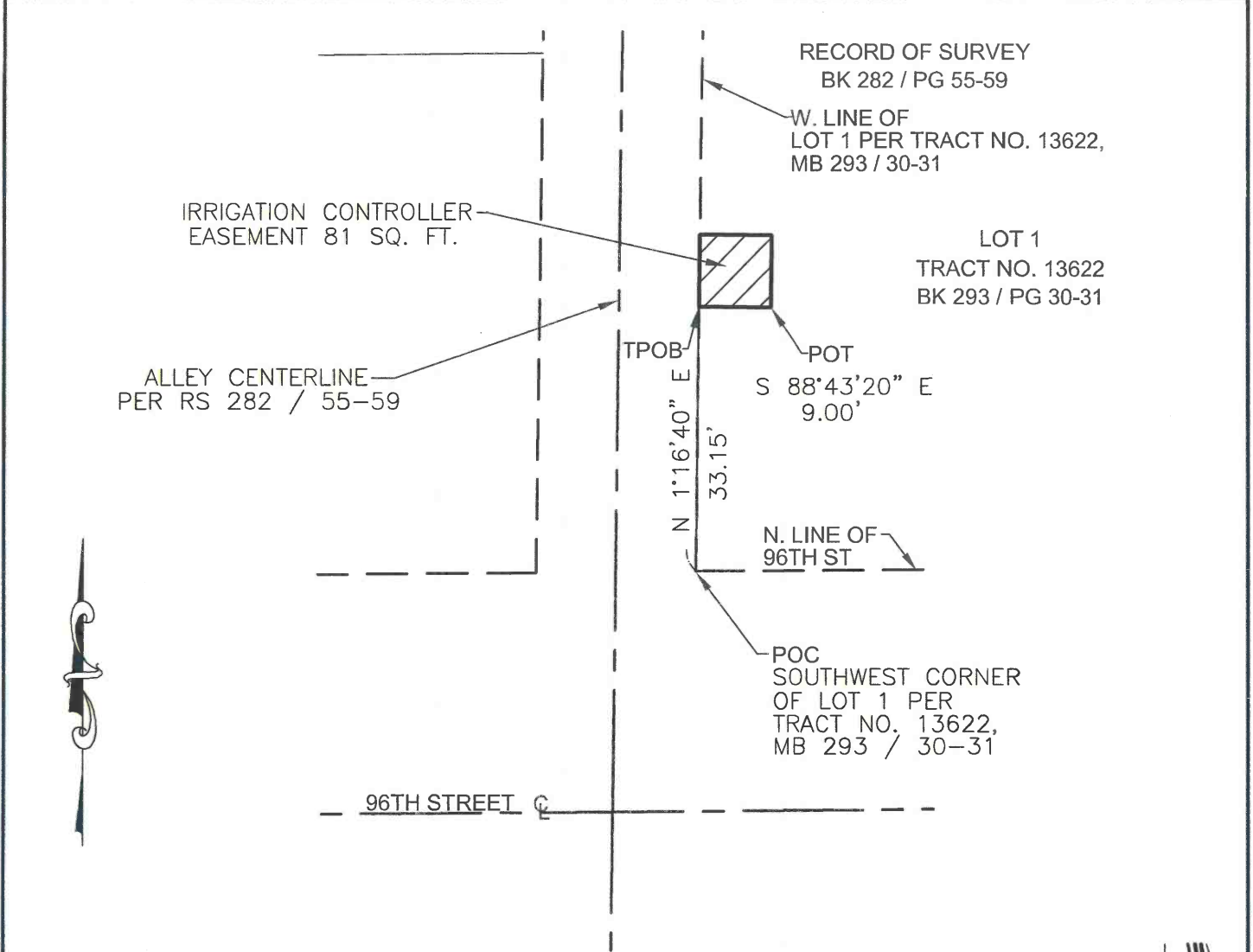
**EXHIBIT "A2"**

**MAP OF EASEMENT AREA**

[APN(s): 4125-021-030]

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	IRRIGATION CONTROLLER EASEMENT	81 SF	4125-021-030



### LEGEND

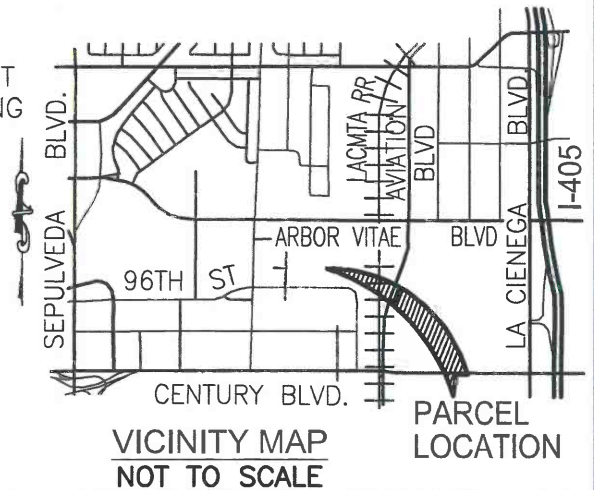
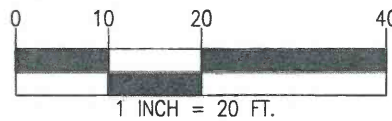
- LIMITS OF DESCRIPTION
- EXISTING RIGHT OF WAY
- EASEMENT AS NOTED
- TIE LINE
- EXISTING PROPERTY LINE

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
POT POINT OF TERMINATION

### 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
12-17-21	0	SYS	1	1

**EXHIBIT B**  
**FORM OF**  
**CONSENT AND WAIVER FORM**  
**(including Exhibit A thereto)**

**CONSENT AND WAIVER FORM FOR MERGER OF PUBLIC  
RIGHT-OF-WAYS**

City Engineer  
Attention: Final Map Section  
Land Development and GIS Division  
201 North Figueroa Street, Suite 290  
Los Angeles, CA 90012  
(213) 202-3480

Date: \_\_\_\_\_

Tract No.: 74322

(Rev 3-6-02)  
Dear Sir:

The undersigned hereby certifies to be the owner(s) of the property in the City of Los Angeles, County of Los Angeles, State of California, legally described as:

See Exhibit "A" for legal description attached  
\_\_\_\_\_  
(Lot, Tract No.) (Parcel, Parcel Map L.A. No.) (Other)

I (We) am (are) informed that proceedings for the merger of the alley easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies \_\_\_\_\_  
Westerly \_\_\_\_\_ of and adjoins my  
Example: (Northerly, Northeasterly, Southwesterly, Etc.)  
(our) property, have been instituted by the City of Los Angeles under Tentative Tract Map No. 74322.

I (We) hereby consent to this merger and waive any and all damages that may accrue to my (our) property by reason of said merger.

It being understood that the above waiver relates solely to the merging of the public easement over the above mentioned public right of way pursuant to Section 66499.20.2 of Division 2 of Title 7 of the State Government Code. This Consent and Waiver shall not become effective until the Board of Airport Commissioners and the City Council of the City of Los Angeles have approved the Easement Exchange Agreement and the related Easement Deed for Ingress and Egress, each of which have been executed by the undersigned and are incorporated herein by this reference. This Consent and Waiver is binding upon the undersigned, their heirs, successors in interest and assignees.

NAME (Print and Sign)	ADDRESS:	DATE:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

..... Attach Notarial Acknowledgement Below .....

Have this form signed, notarized and return to the Final Map Section

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 "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 21, PAGE 29](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN [BOOK 24607, PAGE 381, OF OFFICIAL RECORDS](#).

#### PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN [BOOK 450 PAGES 15](#) AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN [BOOK 457 PAGES 41, 42 AND 43](#) OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN [BOOK 293 PAGES 30](#) AND 31 OF MAPS, IN THE



**EXHIBIT A  
(Continued)**

OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 7 PAGE 96](#) OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS [INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS](#).

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS [INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS](#).

[APN: 4125-021-030, 4125-020-014](#)

**EXHIBIT D**  
**FORM OF**  
**ACCESS EASEMENT DEED**

**RECORDING REQUESTED BY:**

Los Angeles World Airports

**When Recorded Mail Document To:**

Los Angeles World Airports  
6053 W. Century Boulevard, 4th Floor  
Los Angeles, CA 90045  
Attention: Evan Haug

APN(s): \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

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

**EASEMENT DEED FOR INGRESS AND EGRESS**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, City of Los Angeles, a municipal corporation, acting by and through its Board of Airport Commissioners, ("Grantor") hereby GRANT(S) to LA Airport Industrial Owner, LP, a Delaware limited partnership ("Grantee") the following nonexclusive easement:

A non-exclusive easement for ingress and egress and incidental purposes over that certain real property ("Servient Tenement") in the City of Los Angeles, County of Los Angeles, State of California, legally described and depicted in Exhibit "A1" and Exhibit "A2" attached hereto and incorporated herein by this reference, subject to the terms set forth herein. The foregoing grant of said easement does not include any right of access, entry, ingress, egress or other rights whatsoever with respect to any portion Grantor's property of which the Servient Tenement may be a part that is not within the area described in said Exhibit "A1."

Said non-exclusive easement is appurtenant to and for the benefit of the following described property ("Dominant Tenement") in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit "B" attached hereto and incorporated herein by this reference.

Said nonexclusive easement is subject to the following reservations and conditions:

- (a) Covenants, conditions, restrictions, easements, reservations, rights-of-way, and other matters of record, or otherwise ascertainable by survey or visual inspection, including but not limited to matters set forth in Tentative Tract Map No. 74322 to be recorded contemporaneously herewith.
- (b) No oil, gas, mineral, water, or other subsurface rights are being conveyed.

- (c) No right to fence or obstruct the subject easement area.
- (d) Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's nonexclusive use of said easement.
- (e) Grantor reserves the right to grant additional easements over, across, along, and under the subject easement area to other persons or entities, including but not limited to utilities or to the public, and to maintain and improve the easement area upon reasonable notice to and with cooperation by Grantee, without substantially impairing Grantee's nonexclusive ingress/egress easement being granted hereunder.
- (f) Grantor reserves the right of air passage with inherent noise, odors, and vibration.
- (g) There shall be no obstruction of, or interference with, air navigation or communication facilities.
- (h) The parties shall cooperate in the event of future relocations of the subject easement area in connection with airport development related purposes.
- (i) Grantee shall comply with Grantor's airport rules and regulations, and with all laws and regulations as may be applicable.
- (j) Grantee shall at all times maintain commercial general liability and vehicle insurance in adequate amounts and from reputable providers, and name the City of Los Angeles and Los Angeles World Airports as additional insureds, or be adequately self-insured.

Said appurtenant non-exclusive easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the above-named Grantor and Grantee(s), and the County Recorder is hereby instructed to index this Easement Deed for Ingress and Egress in the grantor/grantee index under the names of the respective parties.

Except to the extent caused by the sole negligence or active willful misconduct of Grantor, Grantee and its successors and assigns shall defend, indemnify and hold harmless Grantor, the City of Los Angeles, the Board of Airport Commissioners, and the City's officers, agents, servants, and employees, from and against all claims, liens, losses, demands, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related to (i) the acts or omissions of Grantee, its contractors, subcontractors, tenants, subtenants, invitees, and affiliates, and the respective officers, agents, and employees of the foregoing and their affiliates, associated with the exercise (or failure to exercise) the rights granted hereunder (including but not limited to injury to or death of persons, or damage to or destruction of property including but not limited to property of Grantee, sustained in, on, or about the easement area) or (ii) Grantee's breach of any term or condition in this Deed of Easement.

The foregoing grant of said easement is given in consideration for Grantee's execution and delivery of (1) that certain Consent and Waiver Form for Merger of Public Right-Of-Ways ("Consent and Waiver Form") concerning the merger and abandonment of the public alley

easterly of Belford Avenue between Arbor Vitae Street and 96th Street, which lies westerly of and adjoins the Dominant Tenement, which merger and abandonment has been instituted by the City of Los Angeles under Tentative Tract Map No. 74322 ("Tract Map"); and (2) that certain Grant of Permanent Easement for Landscape and Irrigation Purposes ("Landscape Easement Deed") regarding the grant of an easement by Grantee in favor of Grantor for landscape and irrigation purposes over a portion of the Dominant Tenement; and delivery of (3) the Lender Consent and Subordination, executed by Lender ("Lender Consent").

This Easement Deed for Ingress and Egress is being recorded concurrently with the Landscape Easement Deed and the Lender Consent, with each of the foregoing to be recorded on or before, and to be effective upon, recordation of the above-referenced Tract Map.

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

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Assistant City Attorney

By: \_\_\_\_\_  
Justin Erbacci, Chief Executive Officer  
Department of Airports

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 A1 & A2**

**LEGAL DESCRIPTION / PLAT  
[SERVIENT TENEMENT]**

**EXHIBIT "A1"**  
**LEGAL DESCRIPTION**  
**PRIVATE STREET EASEMENT**

THAT PORTION OF LOTS 1, 2, AND 12 THROUGH 26, INCLUSIVE, OF TRACT NUMBER 17844, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 457 OF MAPS, PAGE 41 THROUGH 43, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 91.00 FEET WIDE, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING (POC)** AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT NUMBER 17844 WITH THE NORTH LINE OF 96TH STREET AS SHOWN ON THE MAP FILED FOR RECORD IN BOOK 301 OF RECORDS OF SURVEY, PAGES 21 THROUGH 42, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**THENCE** ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 11.85 FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**;

**THENCE** CONTINUING ALONG THE WEST LINE OF SAID TRACT NUMBER 17844, NORTH 1°16'40" EAST, A DISTANCE OF 1030.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT NUMBER 17844 LYING SOUTHERLY 48.75 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF ARBOR VITAE STREET AS SHOWN ON SAID RECORD OF SURVEY WITH THE WEST LINE OF SAID TRACT NUMBER 17844, SAID POINT IS THE **POINT OF TERMINATION (POT)**;

CONTAINING 2.153 ACRES OR 93,768 SQUARE FEET, MORE OR LESS.

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

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

PREPARED UNDER MY SUPERVISION:



JOSHUA D. COSPER, P.L.S.  
P.L.S. 8774, EXP. 12-31-22

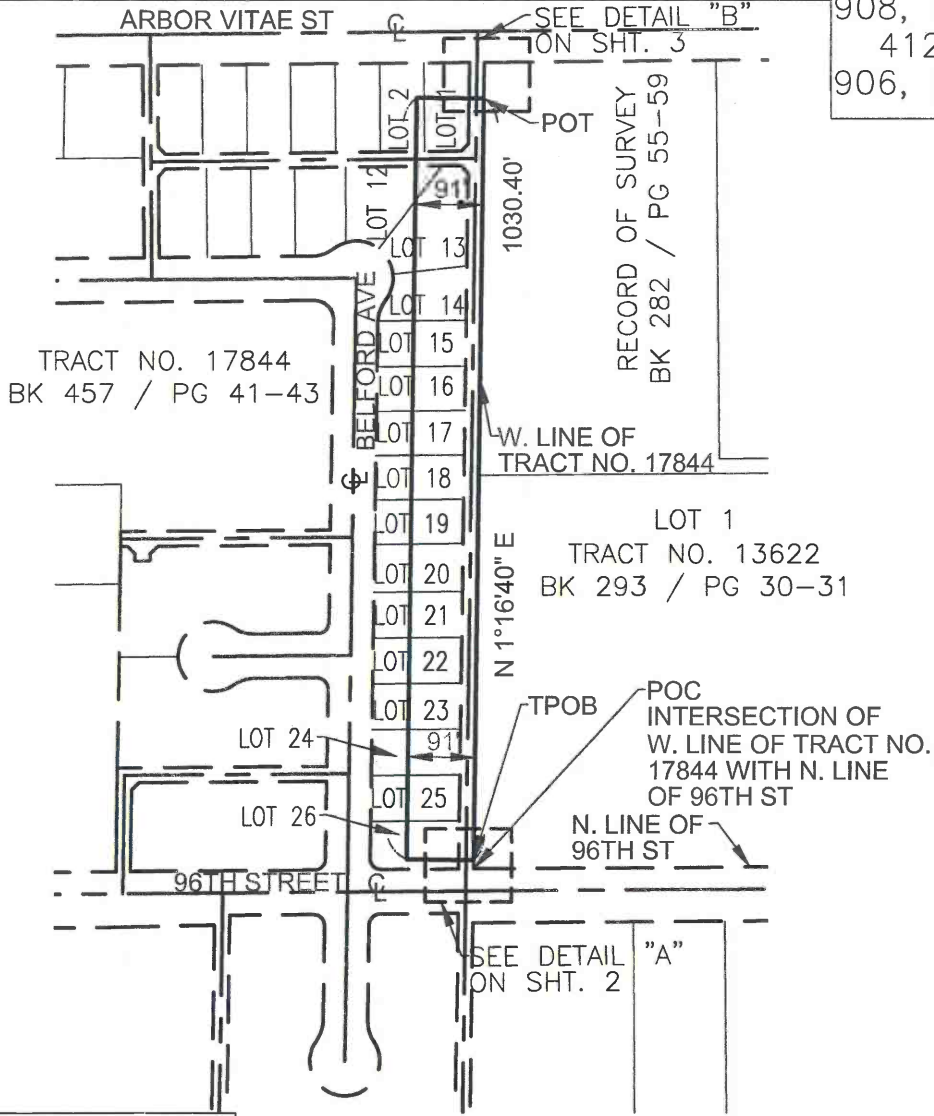
7/2/21

DATE



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



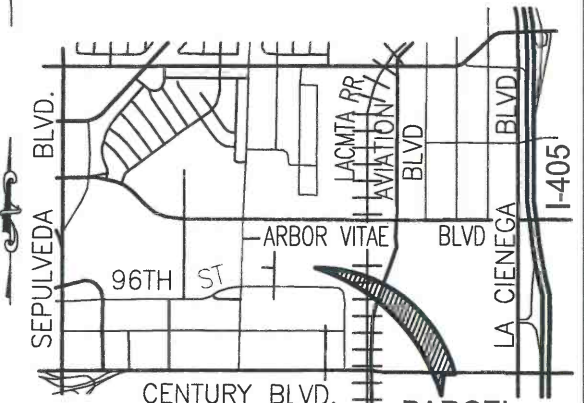
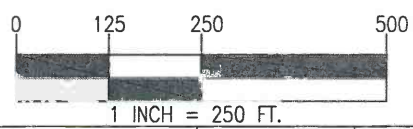
### LEGEND

- 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

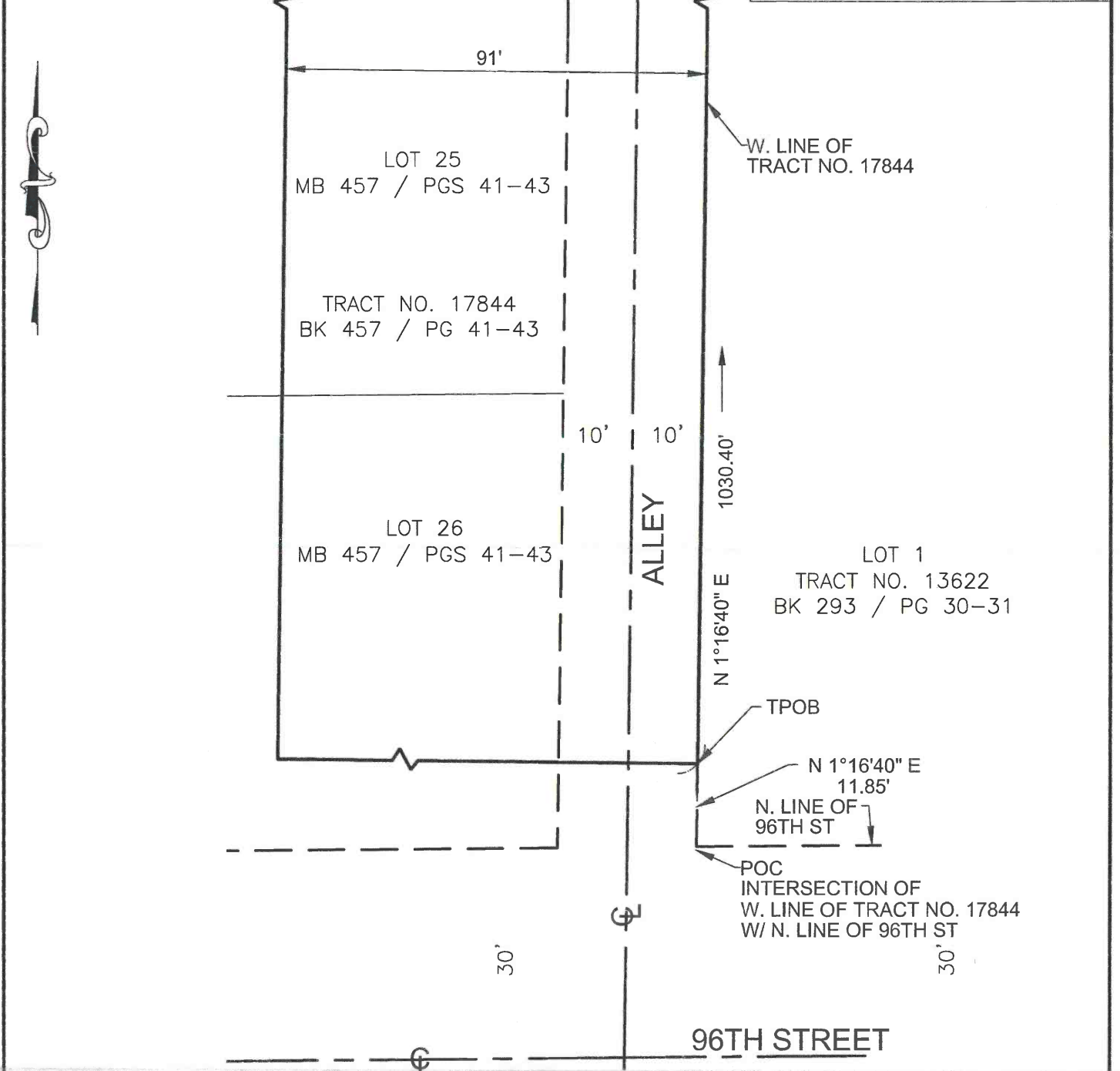


DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
7-2-2021	0	SYS	1	3



# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912

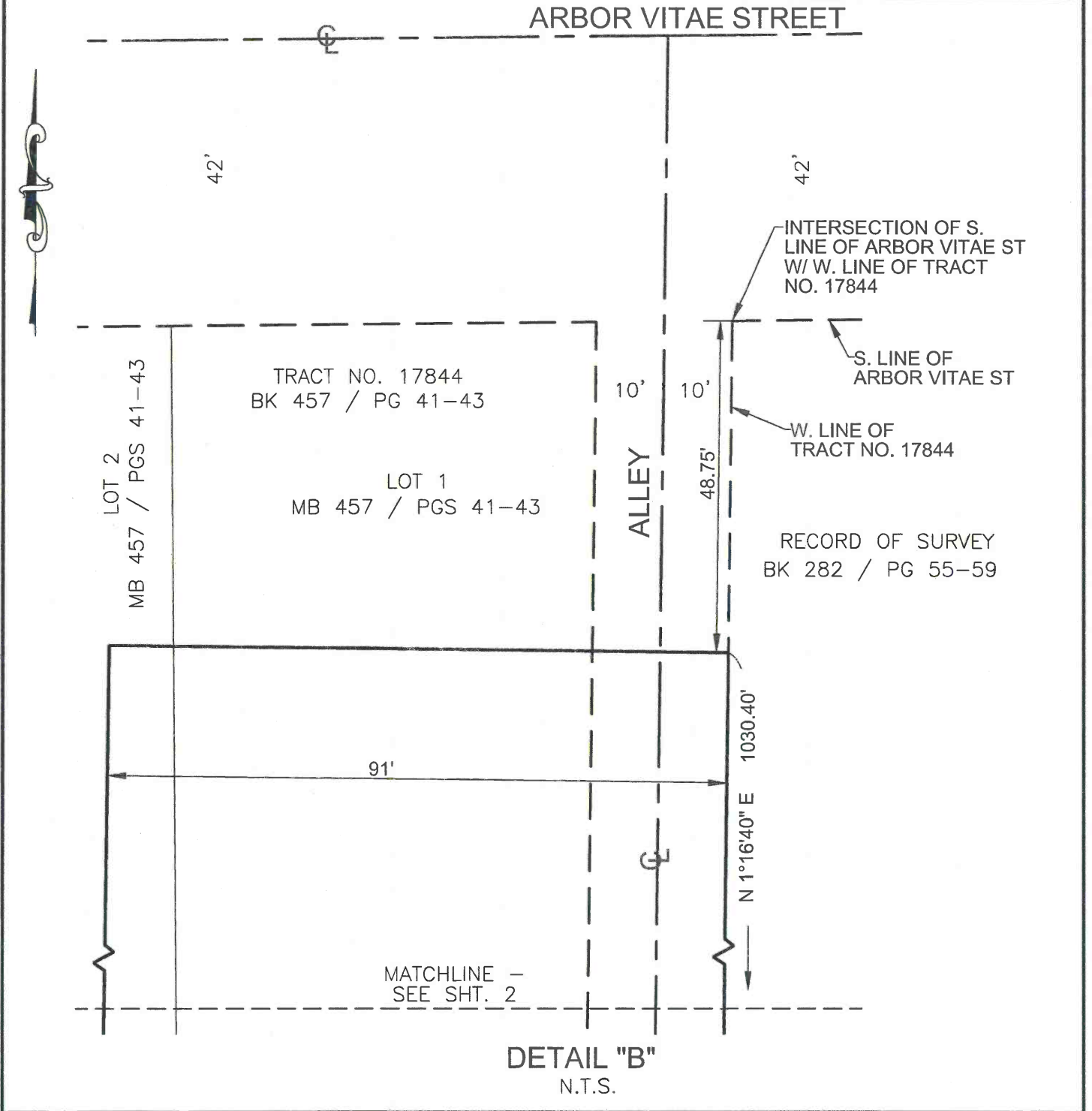



**DETAIL "A"**  
N.T.S.

 <b>MARK THOMAS</b>	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	2	3

# EXHIBIT A2

PARCEL #	TYPE OF INTEREST	AREA	APN
N/A	PRIVATE STREET EASEMENT	93,768 SF	4125-023-900, 915 908, 909, 917, 929, 931 4125-022-900, 905, 906, 909, 916, 911, 912



	DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
	7-2-2021	0	SYS	3	3

**EXHIBIT B**

**LEGAL DESCRIPTION  
[DOMINANT TENEMENT]**

PARCEL 1:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS A AND B OF PARCEL MAP L.A. NO. 1621, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES IN, ON, WITHIN AND UNDER SAID LANDS AND EVERY PART THEREOF, PROVIDED HOWEVER, THAT THIS EXCEPTION SHALL NEITHER RESERVE NOR SHALL IT BE CONSTRUED AS RESERVING TO GRANTOR, ITS SUCCESSORS IN INTEREST OR ASSIGNS THE SURFACE RIGHT TO GO UPON SAID LANDS TO TAKE OR EXTRACT SAID SUBSTANCES AS RESERVED BY AIRPORT INDUSTRIAL PROPERTIES, INC., IN DEED RECORDED MAY 28, 1947 IN BOOK 24607, PAGE 381, OF OFFICIAL RECORDS.

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 14 WEST, IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF TRACT NO. 13622, AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, RECORDS OF SAID COUNTY WITH A LINE PARALLEL WITH THE WESTERLY LINE OF TRACT NO. 18465, AS PER MAP RECORDED IN BOOK 450 PAGES 15 AND 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 613.81 FEET, A DISTANCE OF 91.44 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89 DEGREES 56 MINUTES 39 SECONDS WEST 550.14 FEET TO THE EASTERLY LINE OF TRACT NO. 17844, AS PER MAP RECORDED IN BOOK 457 PAGES 41, 42 AND 43 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 1 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY LINE 580.70 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER LINE OF ARBOR VITAE STREET 84 FEET WIDE AS SHOWN ON THE MAP OF SAID TRACT NO. 18465, THENCE EASTERLY ALONG SAID PROLONGED LINE 629.16 FEET, MORE OR LESS, TO A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 160 FEET, MEASURED AT RIGHT ANGLES TO SAID WESTERLY LINE; THENCE SOUTH 0 DEGREES 03 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 588.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF A LINE PARALLEL WITH THE WESTERLY LINE OF SAID TRACT NO. 18465 AND ITS NORTHERLY PROLONGATION AND DISTANT WESTERLY THEREFROM 475 FEET MEASURED AT RIGHT ANGLES.

TOGETHER WITH THE FOLLOWING PARCEL:

THAT PORTION OF LOT 9 IN TRACT 13622 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 293 PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF PARCEL A OF PARCEL MAP 905 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 96 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING AND RESERVING THEREFROM ALL MINERALS CONTAINED IN SAID LAND, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS, SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND OR OF ANY IMPROVEMENTS THEREON AS EXCEPTED AND RESERVED BY ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED JULY 22, 1987 AS INSTRUMENT NO. 87-1160852, OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A CERTIFICATE OF COMPLIANCE NO. AA-2016-1059-COC, RECORDED SEPTEMBER 08, 2016 AS INSTRUMENT NO. 20161077360 OF OFFICIAL RECORDS.

**APN: 4125-021-030, 4125-020-014**