

ORDINANCE NO. 188650

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of portions of the property located at 9700 South Sepulveda, Los Angeles, California 90045 and bearing Assessor's Parcel Number 4124-026-900, as more particularly described in Attachments 1, 2, and 3 attached hereto.

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

Section 1. The City Council of the City of Los Angeles hereby approves, ratifies and makes the findings and authorizations set forth in Resolution No. 28097 (Resolution) adopted by the Board of Airport Commissioners (the Board) of Los Angeles World Airports (LAWA).

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

- LAWA is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
- The interests in real property to be acquired by LAWA consist of: (a) a partial fee simple interest in the property as set forth in the deed in Attachment 1, but with a reservation to the property owner of vehicular and pedestrian ingress and egress rights within the limits of the partial fee simple interest acquisition area as described and also depicted on Attachment 1; (b) a permanent setback easement over a portion of the property as set forth in the easement deed in Attachment 2; (c) and a non-exclusive temporary construction easement having a term of 44 months as set forth in the easement deed in Attachment 3 (collectively, the Subject Property). All attachments are attached hereto and incorporated herein by reference. The Subject Property is located within the City of Los Angeles, County of Los Angeles, State of California.
- The public use for which the Subject Property is being acquired is for the roadway system improvements that are part of the approved Los Angeles International Airport (LAX) Airfield and Terminal Modernization Project (ATMP or Project).
- Pursuant to Code of Civil Procedure Sections 1240.610 and 1240.510, to the extent that the Subject Property is already devoted to a public use, the use to which the Subject Property is to be acquired by eminent domain is a more necessary public use than the use to which the Subject Property is already devoted; or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
- The notice of intention to approve the Resolution was given by first class mail to the persons whose property is to be acquired by eminent domain in accordance with Code of Civil Procedure Section 1245.235, and a hearing was conducted by the City Council on the matters contained herein.

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

- The environmental impacts of the ATMP were evaluated in the LAX ATMP Environmental Impact Report (EIR) (State Clearing House Number 2019049020), certified by the Board on October 7, 2021 (Resolution 27351). Subsequent to approval of the ATMP, the design of the approved roadway system advanced, resulting in the need for refinements to the proposed use of the Subject Property. The December 2024 Addendum to the LAX ATMP EIR documents that none of the conditions calling for preparation of a subsequent EIR have occurred.
- The taking of the Subject Property is authorized by, *inter alia*, Section 19, Article I of the California Constitution; Sections 37350.5 and 40404(f) of the California Government Code; Public Utilities Code Section 21661.6; the Los Angeles City Charter Section 632(c); California Code of Civil Procedure Section 1230.010, et seq.; and all other applicable law as set forth herein.
- The City Council further finds and determines that:
 - The public interest and necessity require the Project.
 - The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - The Subject Property sought to be acquired by eminent domain and described in the Resolution is necessary for the proposed Project.
 - The offer required by Government Code Section 7267.2(a), together with the accompanying statement and summary of the basis for the amount established as just compensation, was actually made to the owners and was in a form and contained all of the factual information required by Government Code Section 7267.2(a).
 - The requisite environmental review of the Project and the acquisition of the Subject Property have been completed in accordance with CEQA.

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

Sec. 6. The City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain, subject to approval by the Board when required. The City Attorney is also authorized to seek and obtain an Order for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. The City Attorney may enter into Stipulated Orders for Prejudgment Possession and Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. The City Attorney is further authorized to correct any errors or agree to make any non-material changes to the legal description of the Subject Property that are deemed necessary for the conduct of condemnation action or other proceedings or transactions required to acquire the Subject Property. The City Attorney is further authorized, subject to approval by the Board when required, to compromise and settle such eminent domain proceedings, if such negotiated settlement can be reached, and in that event, take all necessary action to complete the acquisition, including entering into stipulations as to the judgment and other matters, and to cause all such payments to be made.

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

ATTACHMENT 1

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:
Los Angeles World Airports
Attn: Evan Haug
6053 West Century Boulevard, 4th Floor
Los Angeles, California 90045

(Space above for County Recorder's Use Only)
Portion(s) APN(s): 4124-026-900 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT DEED

Partial Fee Acquisition

Los Angeles City Junior College District of Los Angeles County, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded April 5th, 1954 as Document Number 3361 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, the real property as described in the legal description attached hereto as EXHIBIT "A" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B" and, in each case, incorporated herein by reference ("Fee Acquisition Area").

Within a portion of the Fee Acquisition Area, Grantor reserves to itself vehicular and pedestrian ingress and egress rights within the limits described in the legal description attached hereto as EXHIBIT "C" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "D". The reserved vehicular and pedestrian ingress and egress rights provided by this instrument within the Fee Acquisition Area shall be limited below a plane having an elevation of 122.00 feet established using the North American Vertical Datum of 1988 (NAVD88).

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

Dated: _____ GRANTOR:

LOS ANGELES CITY JUNIOR COLLEGE
DISTRICT OF LOS ANGELES COUNTY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description of Fee Acquisition Area
[APN(s): 4124-026-900]

[attached behind this page]

EXHIBIT "A"
LEGAL DESCRIPTION
APN 4124-026-900
Parcel 4
Fee

That portion of Lot 15 of Tract No. 12365, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 238, Pages 49 and 50 of Maps, in the office of the County Recorder of said County, together with that portion of the Southwest quarter of Section 31, Township 2 South, Range 14 West, in the Rancho Sausal Redondo, filed in Book 1, Pages 507 and 508 of Patents, in said City, County, and State, described as Parcels I and II in the Grant Deed recorded April 5, 1954 as Instrument No. 3364 of Official Records in the office of said County Recorder, described as follows:

BEGINNING at the southeast corner of Lot 102 of Tract No. 13403, recorded in Book 268, Pages 1 through 3 of Maps in the office of said County Recorder;

thence along the northerly prolongation of the easterly line of said Lot 15 and along the easterly line of said Lot 15, South 00°08'41" West 339.95 feet to the northerly right of way of 98th Street, described in the Easement Deed to the City of Los Angeles recorded December 3, 1964, as Document No. 5042 of said Official Records;

thence along said northerly right of way, the following three (3) courses:

- South 45°09'48" West 14.14 feet;
- North 89°49'05" West 574.97 feet;
- North 44°50'18" West 21.22 feet to the westerly line of said Lot 15, said westerly line also being the easterly line of Sepulveda Boulevard as shown on said Tract No. 12365;

thence along said westerly line, North 00°08'29" East 284.93 feet to the northwest corner of said Lot 15;

thence along the northerly line of said Lot 15, South 89°49'09" East 5.00 feet to a line that is parallel with and 65.00 feet easterly of the centerline of Sepulveda Boulevard as shown on said Tract No. 12365;

thence along said parallel line, North 00°08'29" East 50.01 feet to the northerly line of said Parcel II;

thence along said northerly line, South 89°49'09" East 35.00 feet;

thence leaving said northerly line, South 16°50'27" West 52.20 feet;

thence South 03°46'58" West 55.11 feet;

thence South 00°08'29" West 133.70 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 210.25 feet, a radial line to said curve bears South 22°32'13" West;

thence easterly 83.07 feet along said curve through a central angle of 22°38'11";

thence North 89°54'02" East 141.04 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 210.25 feet;

thence northeasterly 215.30 feet along said curve through a central angle of 58°40'15";

thence North 31°13'46" East 90.96 feet;

thence North 31°15'35" East 3.02 feet;

thence North 33°38'36" East 85.70 feet to the northerly line of said Parcel II;

thence along said northerly line, South 89°49'09" East 81.46 feet to the **POINT OF BEGINNING**.

Containing 2.45 acres, more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances. This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

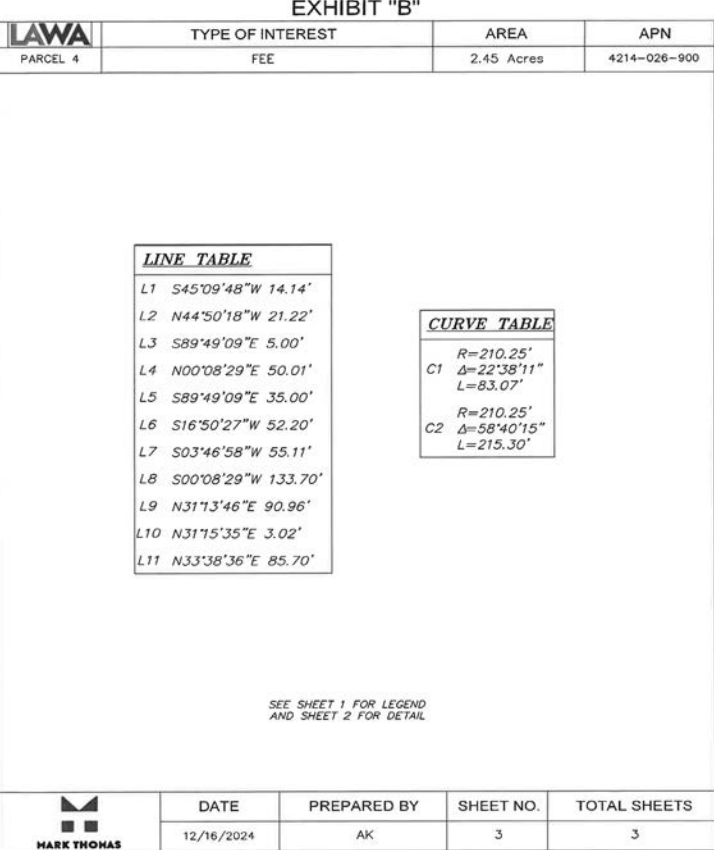
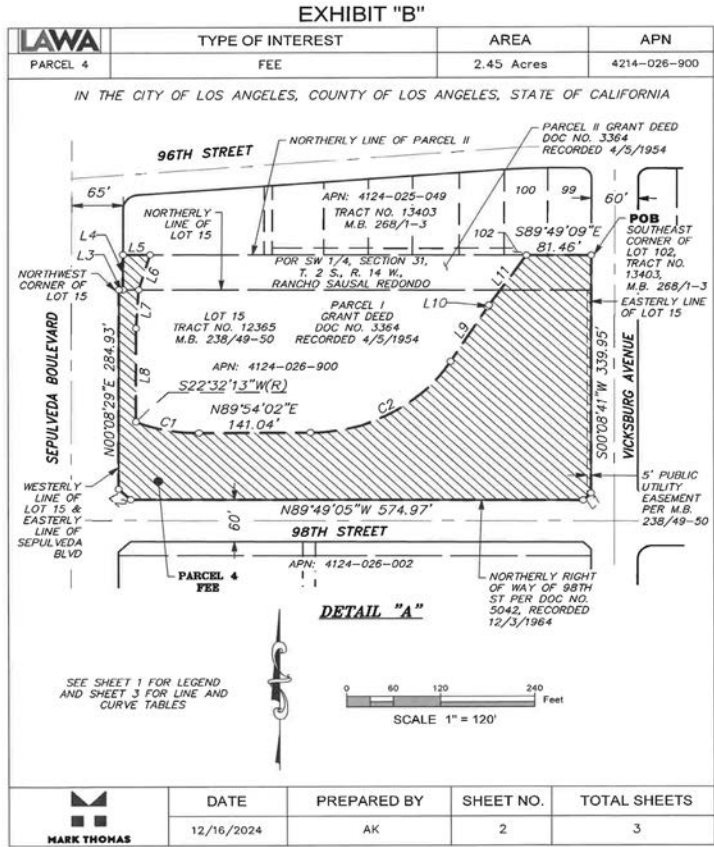
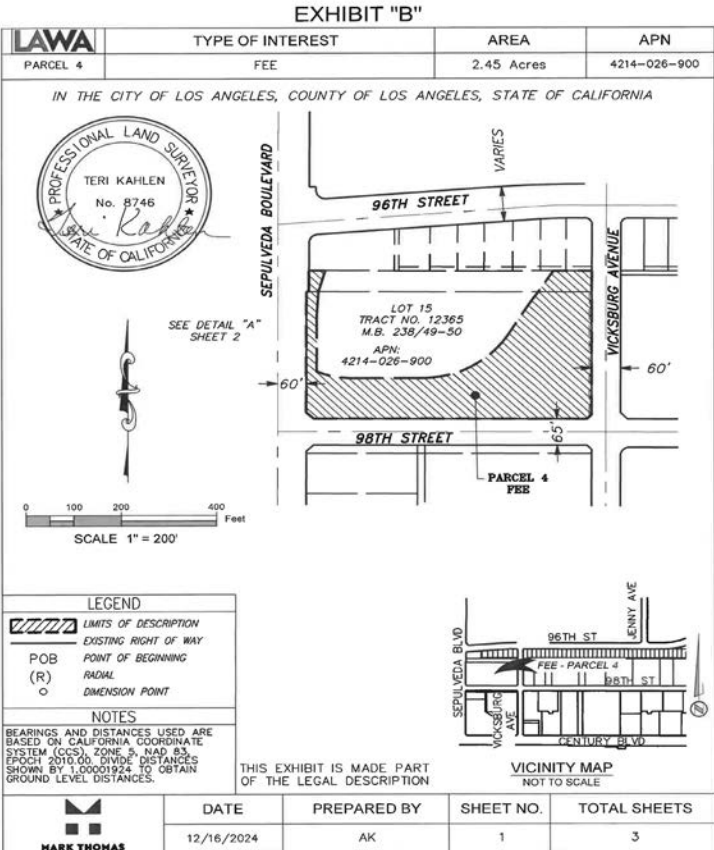
Teri Kahlen 12/16/2024
Teri Kahlen, PLS 8746



EXHIBIT "B"

Map of Fee Acquisition Area
[APN(s): 4124-026-900]

[attached behind this page]



That portion of Lot 15 of Tract No. 12365, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 238, Pages 49 and 50 of Maps, in the office of the County Recorder of said County, described as follows:

COMMENCING at the southeast corner of Lot 102 of Tract No. 13403, recorded in Book 268, Pages 1 through 3 of Maps in the office of said County Recorder;

thence along the northerly prolongation of the easterly line of said Lot 15 and along the easterly line of said Lot 15, South 00°08'41" West 339.95 feet to the northerly right of way of 98th Street, described in the Easement Deed to the City of Los Angeles recorded December 3, 1964, as Document No. 5042 of Official Records in the office of said

County Recorder;

thence along said northerly right of way, South 45°09'48" West 14.14 feet;

thence continuing along said northerly right of way, North 89°49'05" West 241.72 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said northerly right of way, North 00°10'41" East 160.46 feet;

to the beginning of a non-tangent curve, concave northwesterly, having a radius of 180.50 feet, a radial line to said curve bears South 35°46'36" East;

thence southwesterly 45.68 feet along said curve through a central angle of 14°30'02";

thence South 00°11'41" West 138.58 feet the northerly right of way of 98th Street;

thence along said northerly right of way, South 89°49'05" East 40.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,934 square feet, more or less.

Shown graphically on Exhibit D, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

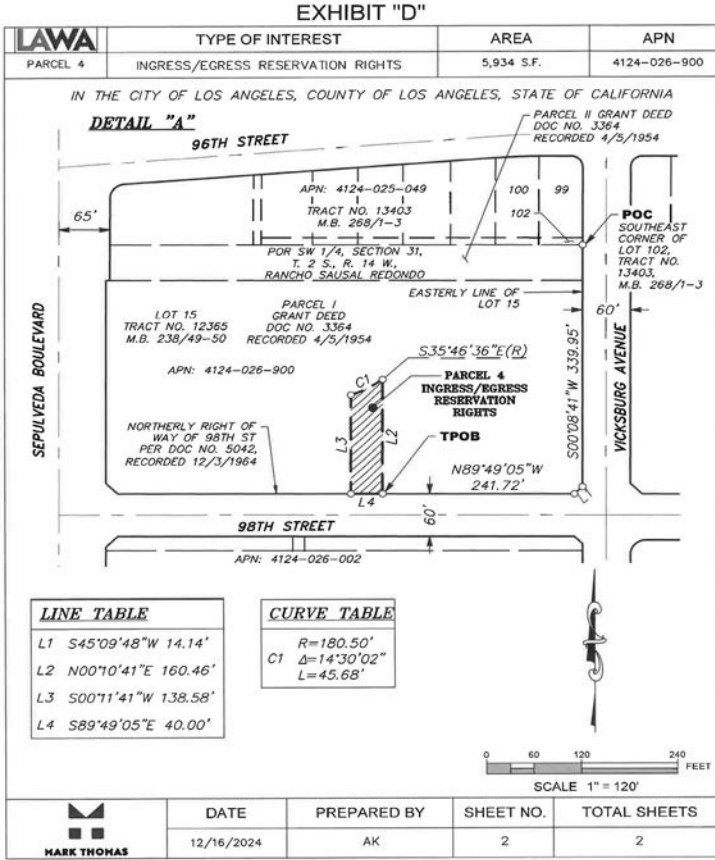
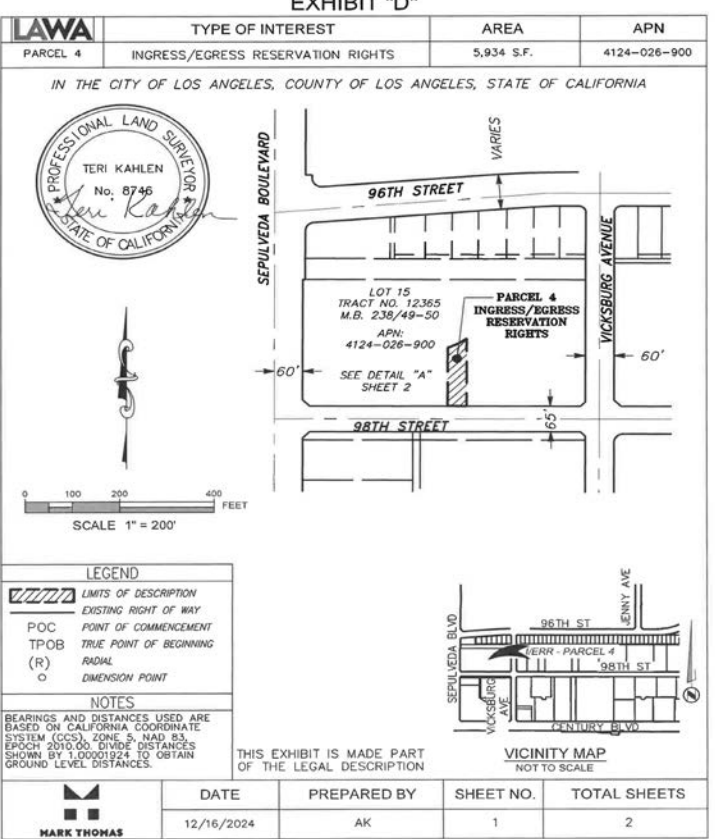
Teri Kahlen 12/16/2024
Teri Kahlen, PLS 8746



EXHIBIT "D"

Plat Map Exhibit of Ingress/Egress Reservation Area
[APN(s): 4124-026-900]

[attached behind this page]



LINE TABLE
L1 S45°09'48"W 14.14'
L2 N00°10'41"E 160.46'
L3 S00°11'41"W 138.58'
L4 S89°49'05"E 40.00'

CURVE TABLE
R=180.50'
C1 Δ=14°30'02" L=45.68'

ATTACHMENT 2

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:
Los Angeles World Airports
Attn: Evan Haug
6053 West Century Boulevard, 4th Floor
Los Angeles, California 90045

(Space above for County Recorder's Use Only)
Portion(s) APN(s): 4124-026-900 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Setback Easement

Los Angeles City Junior College District of Los Angeles County, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded April 5th, 1954 as Document Number 3361 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and non-exclusive setback easement ("Setback Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "E" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "F", and in each case, incorporated herein by reference ("Setback Easement Area").

The Setback Easement is granted in connection with the construction, operation, inspection, maintenance and repair (collectively hereinafter, the "Construction, Operation and Maintenance" or the "CO&M") of the Airfield and Terminal Modernization Project ("Project"). The Setback Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

This instrument is intended to provide for and, therefore, provides for a setback area to protect, preserve and maintain the Project and the Facilities (as defined and/or described below in this instrument), and therefore, Grantor acknowledges and agrees that the development of private structures (that is, the development of structures by Grantor) greater than fifteen (15) feet in height is precluded and not permitted within the setback area (that is, within the Setback Easement Area). Additional terms and provisions covering and/or relating to the Setback Easement Area are set forth below in the next following paragraphs of this instrument.

The Setback Easement Area is a fifteen (15) foot vertical structure clear area as further described below in this paragraph as well as the next following two (2) paragraphs. The limitations on use of the Setback Easement Area set forth in this instrument apply to Grantor; provided, however, that neither the foregoing nor anything else to the contrary set forth in this instrument shall permit the use and/or occupancy of the Setback Easement Area by Grantee; and, provided, further, that this instrument shall not prohibit or otherwise limit the occupancy or use of Grantor's real property. While the surface of the Setback Easement Area may be utilized by Grantor for on-site parking or structures that are not greater than fifteen (15) feet in height, such use of the Setback Easement Area and the placement of structures on the Setback Easement Area are otherwise limited or prohibited as provided in this instrument.

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

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

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

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

Dated: _____ GRANTOR:
Los Angeles City Junior College District of Los Angeles County
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

EXHIBIT E

Legal Description of Setback Easement Area
[APN(s): 4124-026-900]

[attached behind this page]

EXHIBIT "E"
LEGAL DESCRIPTION
APN 4124-026-900
Parcel 4
Permanent Setback Easement

That portion of Lot 15 of Tract No. 12365, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 238, Pages 49 and 50 of Maps, in the office of the County Recorder of said County, together with that portion of the Southwest quarter of Section 31, Township 2 South, Range 14 West, in the Rancho Sausal Redondo, filed in Book 1, Pages 507 and 508 of Patents, in said City, County, and State, described as Parcels I and II in the Grant Deed recorded April 5, 1954 as Document No. 3364 of Official Records in the office of said County Recorder, described as follows:

COMMENCING at the southeast corner of Lot 102 of Tract No. 13403, recorded in Book 268, Pages 1 through 3 of Maps in the office of said County Recorder;

thence along the northerly line of Parcel II in said Grant Deed, North 89°49'09" West 81.46 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said northerly line, North 89°49'09" West 11.99 feet;

thence leaving said northerly line, South 33°38'36" West 79.29 feet;

thence South 31°13'50" West 94.07 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 200.50 feet, a radial line to said curve bears South 58°47'15" East;

thence southwesterly 200.34 feet along said curve through a central angle of 57°14'58";

thence South 89°54'02" West 145.90 feet to the beginning of a tangent curve, concave northerly, having a radius of 200.25 feet;

thence westerly 83.25 feet along said curve through a central angle of 23°49'14";

thence South 00°08'29" West 10.86 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 210.25 feet, a radial line to said curve bears South 22°32'13" West;

thence easterly 83.07 feet along said curve through a central angle of 22°38'11";

thence North 89°54'02" East 141.04 feet to the beginning of a tangent curve, concave northwesterly having a radius of 210.25 feet;

thence northeasterly 215.30 feet along said curve through a central angle of 58°40'15";

thence North 31°13'46" East 90.96 feet;

thence North 31°15'35" East 3.02 feet;

thence North 33°38'36" East 85.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 6,108 square feet, more or less.

Shown graphically on Exhibit F, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

Teri Kahlen 12/16/2024
Teri Kahlen, PLS 8746



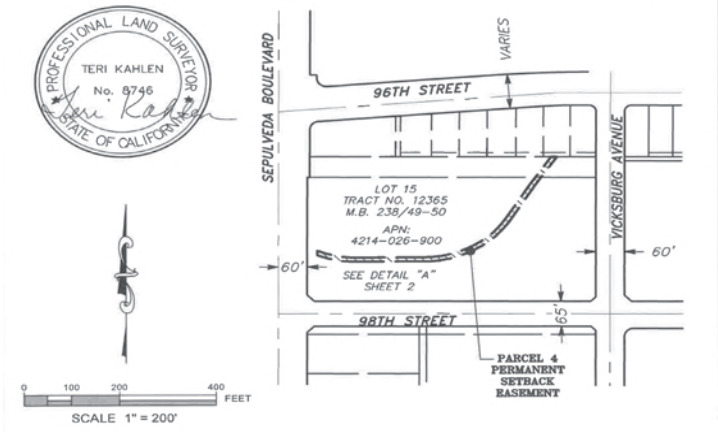
EXHIBIT F

Map of Temporary Setback Easement Area
[APN(s): 4124-026-900]

[attached behind this page]

TYPE OF INTEREST	AREA	APN
PERMANENT SETBACK EASEMENT	6,108 S.F.	4214-026-900

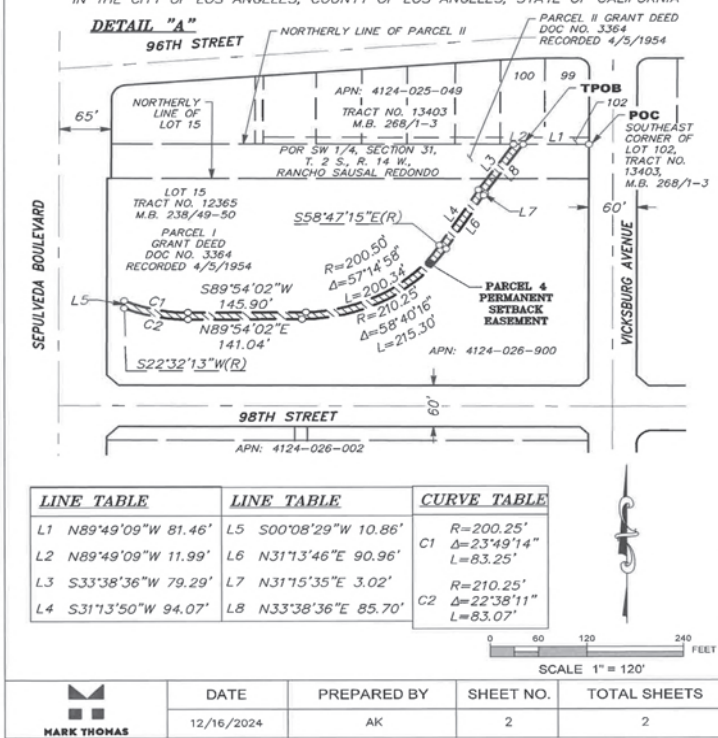
IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



DATE	PREPARED BY	SHEET NO.	TOTAL SHEETS
12/16/2024	AK	1	2

TYPE OF INTEREST	AREA	APN
PERMANENT SETBACK EASEMENT	6,108 S.F.	4214-026-900

IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



DATE	PREPARED BY	SHEET NO.	TOTAL SHEETS
12/16/2024	AK	2	2

ATTACHMENT 3

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:
Los Angeles World Airports
6053 W. Century Boulevard, 4th Floor
Los Angeles, CA 90045
Attention: Evan Haug

Parion(s) APN(s): 4124-026-900

(Space above for County Recorder's Use Only)
EXEMPT FROM RECORDING FEES PER GOV. CODE §27361
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Temporary Construction Easement

Los Angeles City Junior College District of Los Angeles County, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded April 5th, 1954 as Document Number 3361 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a non-exclusive temporary construction easement ("Temporary Construction Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "G" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "H" and, in each case, incorporated herein by reference ("Temporary Construction Area").

The Temporary Construction Easement is granted in connection with the construction of the Airfield and Terminal Modernization Project ("Project"). The Temporary Construction Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

The purpose of the Temporary Construction Easement includes without limitation the provision of working space and temporary access to the property for the development, construction, building, and installation of the Project. The Temporary Construction Easement within the TCE Area shall continue for a period of forty-four (44) months. Construction within the TCE Area and the term of the Temporary Construction Easement shall commence upon written notice from Grantor or its authorized representative to Grantor ("TCE Commencement Date") and it shall terminate on the earliest of: (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, or (b) forty-four (44) months from the TCE Commencement Date. The last date by and/or on which Grantee may use the Temporary Construction Easement is referred to as the "TCE Expiration Date".

Grantee's use of the Temporary Construction Easement shall be subject to the following provisions:

(a) Grantee may use the Temporary Construction Area to place equipment and materials necessary to construct the Project.

(b) Grantee may remove existing structures (with the exception of the 12,000 square-foot Los Angeles Community College District Building) and their related utilities, fencing and hardscape which interferes with the construction of the Project improvements.

(c) Grantee may temporarily and intermittently disrupt vehicular and pedestrian traffic on northbound Sepulveda Boulevard, 98th Street, and Vicksburg Avenue, as necessary, to complete construction of Project improvements.

(d) Grantee may use construction equipment needed for demolition and removal of existing infrastructure, boring, installation of column supports for elevated roadway segments, grading, utility relocation and installation, installation of at-grade and elevated roadway segments, paving, lighting, striping, and low-impact development requirements.

(d) Grantee may use the two existing driveways on 98th Street as access points for Project construction. Grantee shall make commercially reasonable efforts to maintain accessibility and use of the westerly existing driveway along 98th Street by the Grantor during construction of the Project.

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

At the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished dirt grade conditions with surface elevations consistent with the existing grading of the surface parking area immediately adjacent to the TCE Area. Grantee shall not, however, be required to restore any other changed condition or circumstance to the pre-existing condition that is not resulting from Grantee's operations, negligence or greater fault.

The covenants contained in this instrument shall run with the land. For the purposes of this instrument and the Temporary Construction Easement, the word "existing" when used in this instrument means "currently existing as of the date of this instrument as set forth below in this instrument."

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

Dated: _____ GRANTOR:
Los Angeles City Junior College District of Los Angeles County
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

EXHIBIT G

Legal Description of Temporary Construction Easement Area
[APN(s): 4124-026-900]

[attached behind this page]

EXHIBIT "G"
LEGAL DESCRIPTION
APN 4124-026-900
Parcel 4
Temporary Construction Easement

That portion of Lot 15 of Tract No. 12365, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 238, Pages 49 and 50 of Maps, in the office of the County Recorder of said County, together with that portion of the Southwest quarter of Section 31, Township 2 South, Range 14 West, in the Rancho Sausal Redondo, filed in Book 1, Pages 507 and 508 of Patents, in said City, County, and State, described as Parcels I and II in the Grant Deed recorded April 5, 1954 as Instrument No. 3364 of Official Records in the office of said County Recorder, described as follows:

COMMENCING at the southeast corner of Lot 102 of Tract No. 13403, recorded in Book 268, Pages 1 through 3 of Maps in the office of said County Recorder;

thence along the northerly line of Parcel II in said Grant Deed, North 89°49'09" West 81.46 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said northerly line, North 89°49'09" West 35.96 feet;

thence leaving said northerly line, South 33°38'36" West 66.50 feet;

thence South 31°13'50" West 94.61 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 180.50 feet, a radial line to said curve bears South 58°45'03" East;

thence southwesterly 133.66 feet along said curve through a central angle of 42°25'34";

thence South 00°14'48" West 20.75 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 222.68 feet, a radial line to said curve bears South 14°27'46" East;

thence westerly 17.56 feet along said curve through a central angle of 04°31'10";

thence North 89°45'12" West 211.30 feet;
thence North 00°10'14" East 19.91 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 180.25 feet, a radial line to said curve bears South 11°48'37" West;

thence westerly 29.90 feet along said curve through a central angle of 09°30'16";

thence North 00°08'29" East 106.91 feet;

thence North 03°46'58" East 52.92 feet;

thence North 16°50'27" East 54.97 feet to the northerly line of said Parcel II;

thence along said northerly line, North 89°49'09" West 15.66 feet;

thence leaving said northerly line, South 16°50'27" West 52.20 feet;

thence South 03°46'58" West 55.11 feet;

thence South 00°08'29" West 133.70 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 210.25 feet, a radial line to said curve bears South 22°32'13" West;

thence easterly 83.07 feet along said curve through a central angle of 22°38'11";

thence North 89°54'02" East 141.04 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 210.25 feet;

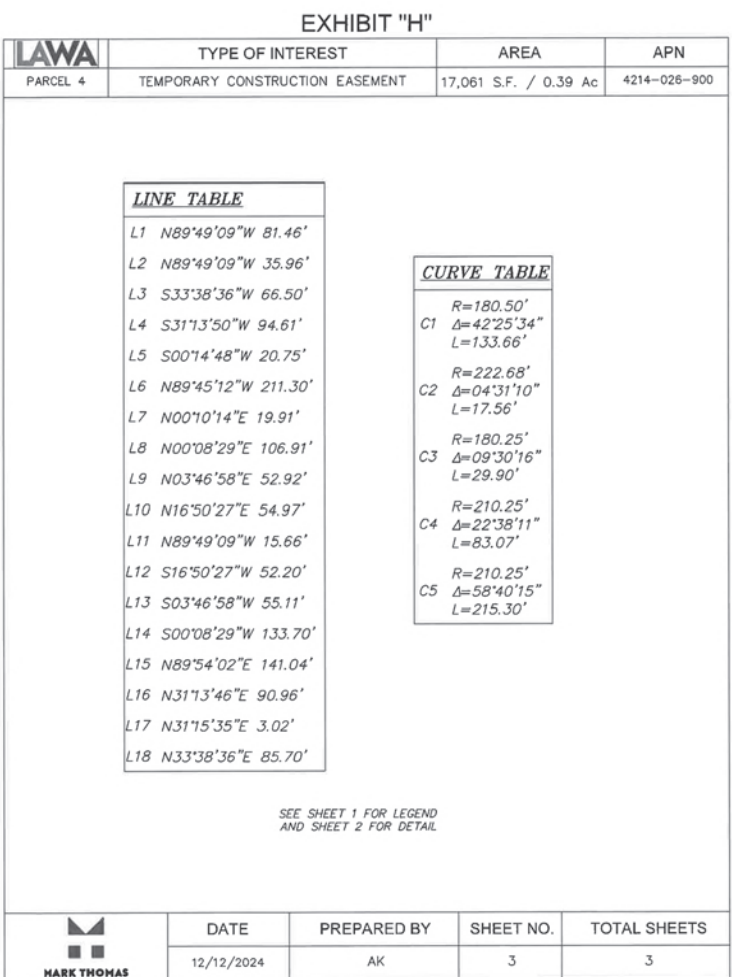
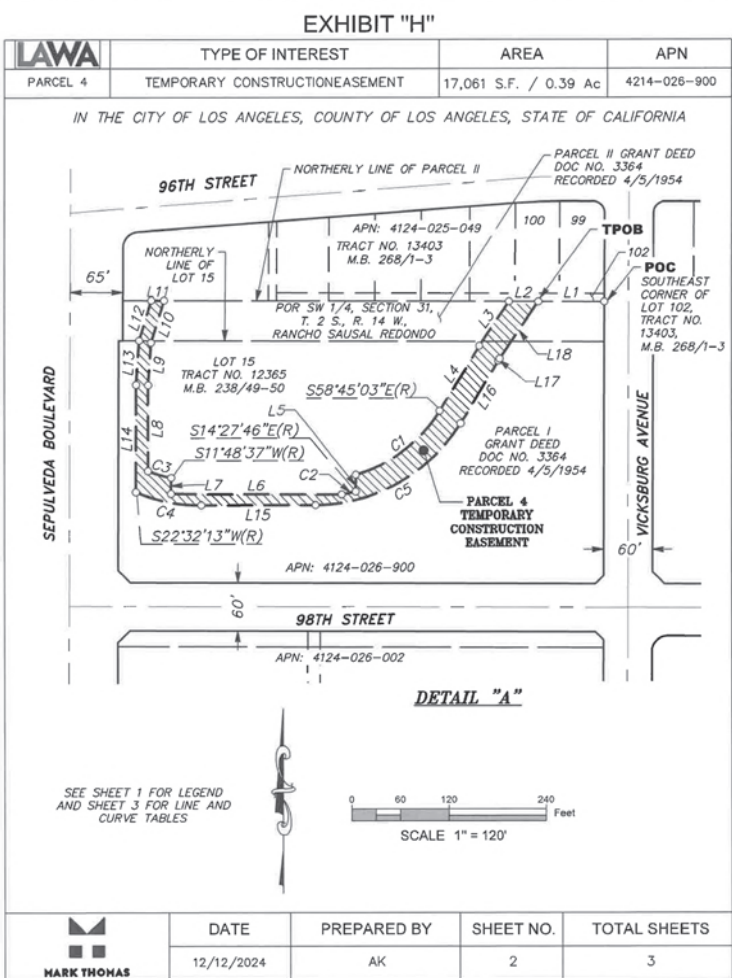
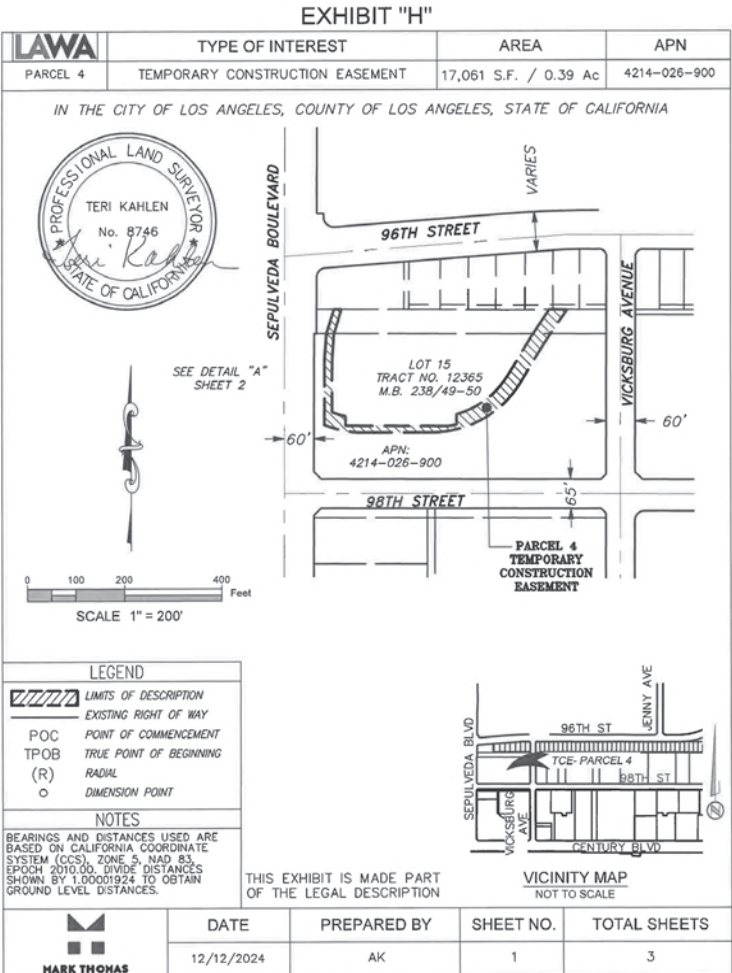
thence northeasterly 215.30 feet along said curve through a central angle of 58°40'15";

thence North 31°13'46" East 90.96 feet;

thence North 31°15'35" East 3.02 feet;

thence North 33°38'36" East 85.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 17,061 square feet or 0.39 acres, more or less.



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

Approved as to Form and Legality

HYDEE FELDBSTEIN SOTO, City Attorney

By:
CYNTHIA ALEXANDER
Deputy City Attorney

Date: February 28, 2025

File No. _____

M:\Proprietary_OCC\Airport\CYNTHIA ALEXANDER\9700 S. Sepulveda (LACCD) Ordinance.docx

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

CITY CLERK

MAYOR

Ordinance Passed _____

Approved: 06/16/2025

ORDINANCE NO. 188652

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of a portion of the property located at 6151 West Century Boulevard, Los Angeles, California 90045 and bearing Assessor's Parcel Number 4124-030-029, as more particularly described in Attachments 1, 2, and 3 attached hereto.

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

Section 1. The City Council of the City of Los Angeles hereby approves, ratifies and makes the findings and authorizations set forth in Resolution No. 28100 (Resolution) adopted by the Board of Airport Commissioners (the Board) of Los Angeles World Airports (LAWA).

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

- a. LAWA is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
- b. The interests in real property to be acquired consist of: (a) a permanent aerial easement over a portion of the property as set forth in the easement deed in Attachment 1; (b) a permanent, perpetual, and non-exclusive setback easement over a portion of the property as set forth in the easement deed in Attachment 2; and (c) a non-exclusive temporary construction easement having a term of 44 months as set forth in the easement deed in Attachment 3 (collectively, the Subject Property). All attachments are attached hereto and incorporated herein by reference. The Subject Property is located within the City of Los Angeles, County of Los Angeles, State of California.
- c. The public use for which the Subject Property is being acquired is for the roadway system improvements that are part of the approved Los Angeles International Airport (LAX) Airfield and Terminal Modernization Project (ATMP or Project).
- d. Pursuant to Code of Civil Procedure Sections 1240.610 and 1240.510, to the extent that the Subject Property is already devoted to a public use, the use to which the Subject Property is to be acquired under the Resolution is a more necessary public use than the use to which the Subject Property is already devoted; or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
- e. The notice of intention to approve the Resolution was given by first class mail to the persons whose property is to be acquired by eminent domain in accordance with Code of Civil Procedure Section 1245.235, and a hearing was conducted by the City Council on the matters contained herein.

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

- a. The environmental impacts of the acquisition of the Subject Property were evaluated in the LAX ATMP Environmental Impact Report (EIR) (State Clearing House Number 2019049020), which the Board of Airport Commissioners certified on October 7, 2021 (Resolution 27351). The acquisition of the Subject Property is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.1 of the Los Angeles City CEQA Guidelines. It is also within the scope of the certified LAX ATMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.
- b. The taking of the Subject Property is authorized by, *inter alia*, Section 19, Article I of the California Constitution; Sections 31500.5 and 40404.0 of the California Government Code; Public Utilities Code Section 21661.6; the Los Angeles City Charter Section 632(c); California Code of Civil Procedure Section 1230.010, et seq.; and all other applicable law as set forth herein.

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

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

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

Sec. 6. The City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain, subject to approval by the Board when required. The City Attorney is also authorized to seek and obtain an Order for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. The City Attorney may enter into Stipulated Orders for Prejudgment Possession and Stipulated Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. The City Attorney is further authorized to correct any errors or agree to make any non-material changes to the legal description of the Subject Property that are deemed necessary for the conduct of condemnation action or other proceedings or transactions required to acquire the Subject Property. The City Attorney is further authorized, subject to approval by the Board when required, to compromise and settle such eminent domain proceedings, if such negotiated settlement can be reached, and in that event, take all necessary action to complete the acquisition, including entering into stipulations as to the judgment and other matters, and to cause all such payments to be made.

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

ATTACHMENT 1

RECORDING REQUESTED BY and WHEN RECORDED MAIL TO:
Los Angeles World Airports
Attn: Evan Haug
6053 West Century Boulevard, 4th Floor
Los Angeles, California 90045

(Space above for County Recorder's Use Only)
Portion(s) APN(s): 4124-030-029 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27363 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED Grant of Aerial Easement

KOAR AIRPORT ASSOCIATES, a California general partnership, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded August 27th, 2019 as Document Number 2019-0862696 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and (except as otherwise expressly and specifically provided in this instrument) exclusive aerial easement ("Easement"), over and above, as well as (except as otherwise expressly and specifically provided in this instrument) on, under, in, within, across, along, about and through, that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B" and, in each case, incorporated herein by reference ("Easement Area").

The Easement is for the inspection, operation, use (including public use), preservation, protection, maintenance, upgrade and repair (collectively hereinafter, the "Operation and Maintenance") or the "O&M") of the Airfield and Terminal Modernization Project ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The purposes of the Easement and Grantee's rights pursuant to this instrument and under the Easement include without limitation the O&M of an elevated roadway, including without limitation the construction, operation, use and maintenance thereof, lighting, barriers, fixtures, equipment, and facilities, together with any and all appurtenances (collectively hereinafter called the "Facilities").

Within the Easement Area, the Easement rights granted in, under and pursuant to this instrument shall include, without limitation, the right to use the Easement Area for O&M material, equipment and vehicles, as well as similar items, matters and things, together with and for pedestrian and vehicle use, access, ingress and egress purposes, including without limitation the O&M of any Facilities constructed with the Project.

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

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Project, the Facilities or Grantee's rights under or pursuant to this instrument. Subject to the exceptions stated expressly below, Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Easement Area, so as to interfere with the safe, efficient and convenient operation of the Project and/or the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land. Grantor acknowledges and agrees that Grantee shall have the right to remove, or cause to be removed any obstructions that Grantee installs, erects, creates or permits after the recording date of this instrument or the date Grantee is legally entitled to take possession of the Easement (whichever date is earlier), which interferes with or threatens to endanger the reliability, efficiency and/or O&M of the Project and/or Facilities.

This instrument is intended to provide for and, therefore, provides for an aerial easement for the Project, which aerial rights preclude, subject to the express exceptions set forth immediately below in subpart (a), the use of the surface land area and the area above the surface land area by the Grantor.

- (a) Grantor may use the existing surface within the Easement area under the Facilities for ingress, egress, and parking for vehicles, including ingress and egress for pedestrians so long as Grantor's use does not interfere with or threaten to endanger the reliability, efficiency and/or O&M of the Project and/or Facilities.

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

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

Dated: _____ GRANTOR:
KOAR AIRPORT ASSOCIATES
A California general partnership
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Easement Area [APN(s): 4124-030-029]

[attached behind this page]

EXHIBIT "A" LEGAL DESCRIPTION APN 4124-030-029 Parcel 9 Aerial Easement

That portion of Parcel A of Parcel Map LA. No. 3015, in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 64, Pages 44 and 45 of Parcel Maps, in the office of the County Recorder of said County, described as follows:

BEGINNING at the southeasterly corner of said Parcel A;

thence along the easterly line of said Parcel A, North 00°08'42" East 41.35 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 161.25 feet, a radial line to said curve bears South 52°18'10" East;

thence southwesterly 63.08 feet along said curve through a central angle of 22°24'51" to the southerly line of said Parcel A;

thence along said southerly line, South 89°49'12" East 47.13 feet to the POINT OF BEGINNING.

Containing 846 square feet, more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

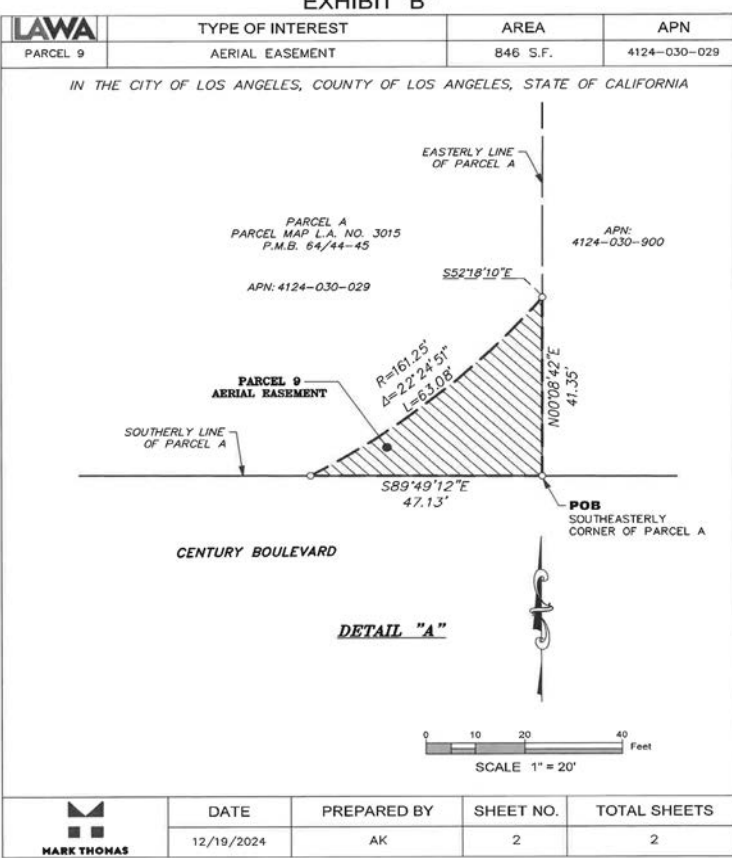
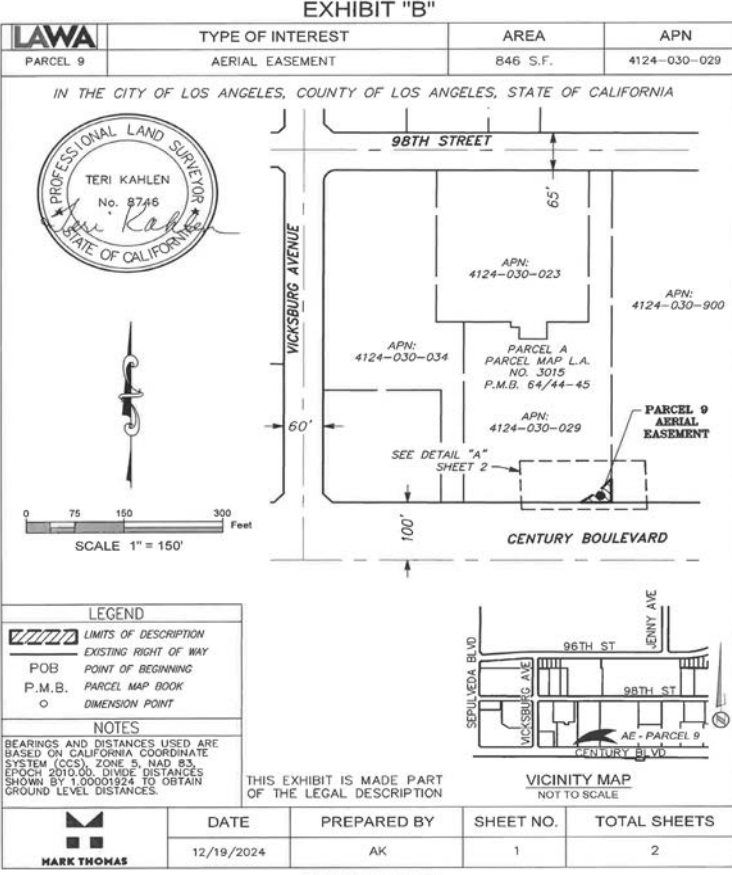
Teri Kahlen 12/19/2024
Teri Kahlen, PLS 8746



EXHIBIT B

Map of Easement Area [APN(s): 4124-030-029]

[attached behind this page]



ATTACHMENT 2

RECORDING REQUESTED BY and WHEN RECORDED MAIL TO:
Los Angeles World Airports
Attn: Evan Haug
6053 West Century Boulevard, 4th Floor
Los Angeles, California 90045

(Space above for County Recorder's Use Only)
Portion(s) APN(s): 4124-030-029 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27363 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED Grant of Setback Easement

KOAR AIRPORT ASSOCIATES, a California general partnership, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded August 27th, 2019 as Document Number 2019-0862696 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and non-exclusive setback easement ("Setback Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B" and, in each case, incorporated herein by reference ("Setback Easement Area").

The Setback Easement is granted in connection with the construction, operation, inspection, maintenance and repair (collectively hereinafter, the "Construction, Operation and Maintenance") or the "CO&M") of the Airfield and Terminal Modernization Project ("Project"). The Setback Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

This instrument is intended to provide for and, therefore, provides for a setback area to protect, preserve and maintain the Project and the Facilities (as defined and/or described below in this instrument), and therefore, Grantor acknowledges and agrees that the development of private structures (that is, the development of structures by Grantor) greater than fifteen (15) feet in height is precluded and not permitted within the setback area (that is, within the Setback Easement Area). Additional terms and provisions covering and/or relating to the Setback Easement Area are set forth below in the next following paragraphs of this instrument.

The Setback Easement Area is a fifteen (15) foot vertical structure clear area as further described below in this paragraph as well as the next following two (2) paragraphs. The limitations on use of the Setback Easement Area set forth in this instrument apply to Grantor; provided, however, that neither the foregoing nor anything else to the contrary set forth in this instrument shall permit the use and/or occupancy of the Setback Easement Area by Grantee; and, provided, further, that this instrument shall not prohibit or otherwise limit the occupancy or use of Grantor's real property. While the surface of the Setback Easement Area may be utilized by Grantor for on-site parking or structures that are not greater than fifteen (15) feet in height, such use of the Setback Easement Area and the placement of structures on the Setback Easement Area are otherwise limited or prohibited as provided in this instrument.

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

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

foregoing prohibitions and limitation, together with any others set forth in this instrument, shall be a covenant running with Grantor's land.

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

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

Dated: _____ GRANTOR:
KOAR AIRPORT ASSOCIATES
A California general partnership
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Setback Easement Area [APN(s): 4124-030-029]

EXHIBIT "A" LEGAL DESCRIPTION APN 4124-030-029 Parcel 9 Setback Easement

[attached behind this page]

A strip of land, 10.00 feet wide, over that portion of Parcel A of Parcel Map LA. No. 3015, in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 64, Pages 44 and 45 of Parcel Maps, in the office of the County Recorder of said County, the northwesterly line of said strip of land, being described as follows:

COMMENCING at the southeasterly corner of said Parcel A;

thence along the easterly line of said Parcel A, North 00°08'42" East 58.80 feet to the TRUE POINT OF BEGINNING and the beginning of a non-tangent curve, concave northwesterly, having a radius of 151.25 feet, a radial line to said curve bears South 57°33'00" East;

thence southwesterly 92.51 feet along said curve through a central angle of 35°02'45" to the southerly line of said Parcel A and the Point of Terminus.

The sidelines of said strip of land shall be prolonged or shortened as necessary to terminate in the easterly and southerly lines of said Parcel A.

Containing 772 square feet, more or less.

Shown graphically on Exhibit D, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

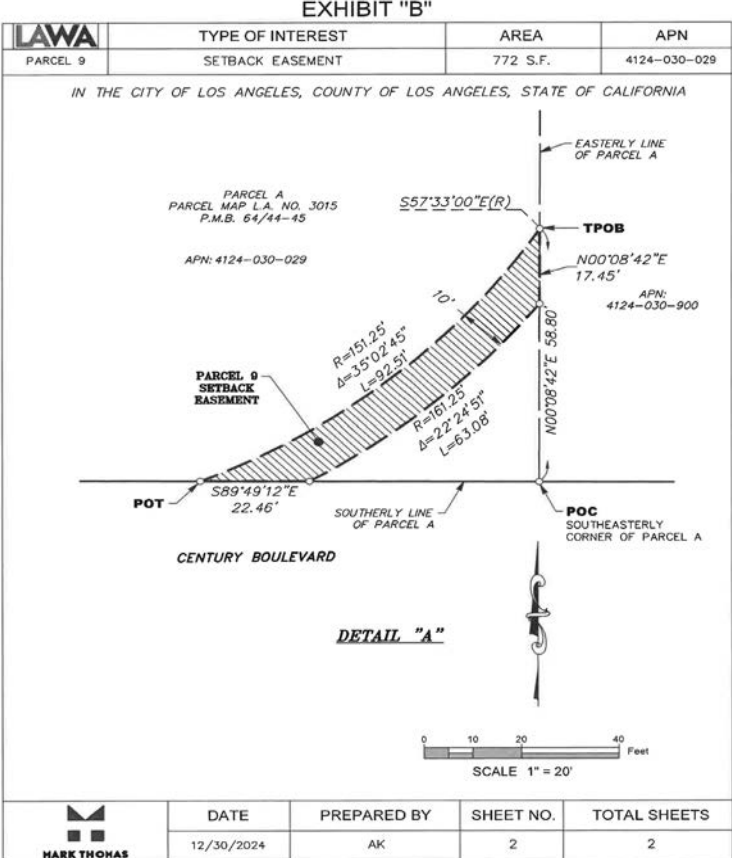
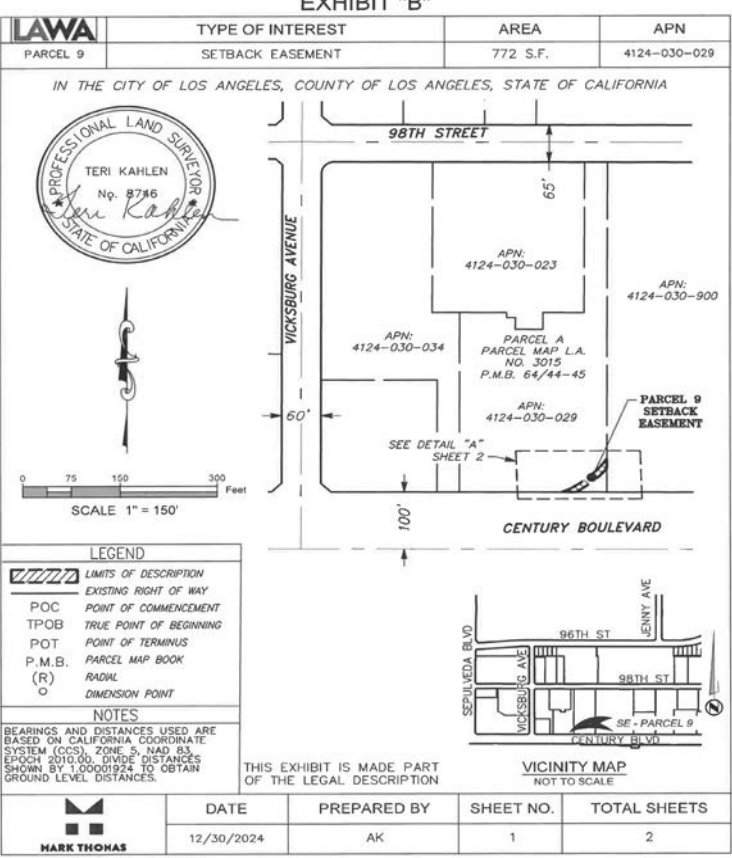
Teri Kahlen 12/30/2024
Teri Kahlen, PLS 8746



EXHIBIT B

Map of Setback Easement Area [APN(s): 4124-030-029]

[attached behind this page]



ATTACHMENT 3

RECORDING REQUESTED BY and WHEN RECORDED MAIL TO:
Los Angeles World Airports
Attn: Evan Haug
6053 West Century Boulevard, 4th Floor
Los Angeles, California 90045

(Space above for County Recorder's Use Only)
Portion(s) APN(s): 4124-030-029 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27363 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED

Grant of Temporary Construction Easement

KOAR AIRPORT ASSOCIATES, a California general partnership, hereinafter called ("Grantor"), is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded August 27th,

2019 as Document Number 2019-0862696 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a non-exclusive temporary construction easement ("Temporary Construction Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "E" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "F" and, in each case, incorporated herein by reference ("Temporary Construction Area").

The Temporary Construction Easement is granted in connection with the construction of the Airfield and Terminal Modernization Project ("Project"). The Temporary Construction Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

The purpose of the Temporary Construction Easement includes without limitation the provision of working space and temporary access to the property for the development, construction, building, and installation of the Project. The Temporary Construction Easement within the TCE Area shall continue for a period of forty-four (44) months. Construction within the TCE Area and the term of the Temporary Construction Easement shall commence upon written notice from Grantee or its authorized representative to Grantor ("TCE Commencement Date") and it shall terminate on the earliest of: (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area, or (b) forty-four (44) months from the TCE Commencement Date. The last date by and/or on which Grantee may use the Temporary Construction Easement is referred to as the "TCE Expiration Date".

Grantee's use of the Temporary Construction Easement shall be subject to the following provisions:

- Grantee may use the Temporary Construction Area to place equipment and materials necessary to construct the Project.
- Grantee may temporarily and intermittently disrupt vehicular and pedestrian traffic on Century Boulevard, as necessary, to complete construction of Project improvements.
- Grantee may use construction equipment needed for demolition and removal of existing infrastructure, boring, installation of column supports for elevated roadway segments, grading, utility relocation and installation, installation of at-grade and elevated roadway segments, paving, lighting, striping, and low-impact development requirements.
- Grantee shall make commercially reasonable efforts to maintain accessibility and use of the existing driveway(s) along Century Boulevard by the Grantor during construction of the Project.

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

At the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished dirt grade conditions with surface elevations consistent with the existing grading of the surface parking area immediately adjacent to the TCE Area. Grantee shall not, however, be required to restore any other changed condition or circumstance to the pre-existing condition that is not resulting from Grantee's operations, negligence or greater fault.

The covenants contained in this instrument shall run with the land. For the purposes of this instrument and the Temporary Construction Easement, the word "existing" when used in this instrument means "currently existing as of the date of this instrument as set forth below in this instrument."

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

Date:	GRANTOR:
	KOAR AIRPORT ASSOCIATES A California general partnership
By:	
Name:	
Title:	
By:	
Name:	
Title:	
EXHIBIT E	
Legal Description of Temporary Construction Easement Area [APN(s): 4124-030-029]	
[attached behind this page]	
EXHIBIT "E" LEGAL DESCRIPTION APN 4124-030-029 Parcel 9 Temporary Construction Easement	

That portion of Parcel A of Parcel Map L.A. No. 3015, in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 64, Pages 44 and 45 of Parcel Maps, in the office of the County Recorder of said County, described as follows:

BEGINNING at the southeasterly corner of said Parcel A;

thence along the easterly line of said Parcel A, North 00°08'42" East 56.54 feet;

thence leaving said easterly line, North 89°49'12" West 46.60 feet;

thence South 00°08'42" West 56.54 feet to the southerly line of said Parcel A;

thence along said southerly line, South 89°49'12" East 46.60 feet to the POINT OF BEGINNING.

Containing 2,635 square feet, more or less.

Shown graphically on Exhibit F, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00. Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

Teri Kahlen 12/19/2024
Teri Kahlen, PLS 8746



EXHIBIT F

Map of Temporary Construction Easement Area
[APN(s): 4124-030-029]

[attached behind this page]

EXHIBIT "F"	
TYPE OF INTEREST	AREA
TEMPORARY CONSTRUCTION EASEMENT	2,635 S.F.
APN	4124-030-029
IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA	
[Map showing the easement area with bearings and distances]	
[Vicinity Map]	
[Legend]	
[Notes]	
[This exhibit is made part of the legal description]	
DATE	12/19/2024
PREPARED BY	AK
SHEET NO.	1
TOTAL SHEETS	2

EXHIBIT "F"	
TYPE OF INTEREST	AREA
TEMPORARY CONSTRUCTION EASEMENT	2,635 S.F.
APN	4124-030-029
IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA	
[Map showing the easement area with bearings and distances]	
[Vicinity Map]	
[Legend]	
[Notes]	
[This exhibit is made part of the legal description]	
DATE	12/19/2024
PREPARED BY	AK
SHEET NO.	2
TOTAL SHEETS	2

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

Approved as to Form and Legality

HYDEE FELDMAN SOTO, City Attorney

By: *Cynthia Alexander*
CYNTHIA ALEXANDER
Deputy City Attorney

Date: February 28, 2025

File No.

M:\Proprietary_OCD\Airport\CYNTHIA ALEXANDER\6151 W. Century (Holywood Suites) Ordinance.docx

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

CITY CLERK

MAYOR

Ordinance Passed June 4, 2025

Approved .06/16/2025.

CNSB # 3940970

CITY OF LOS ANGELES

Press Release
City of Los Angeles
Department of Recreation and Parks
Public Information Division, 221 N. Figueroa Street, Ste. 450
Los Angeles CA 90012, (213) 202-2700
MEDIA CONTACT:
Rose Watson: rose.watson@lacity.org/323-816-8712
June 17, 2025
LA CITY RECREATION AND PARKS REQUEST FOR PROPOSAL
SOUTH GRIFFITH PARK MASTER PLAN
Seeking qualified firms to help shape the future of South Griffith Park, Los Angeles - The City of Los Angeles Department of Recreation and Parks (RAP) Planning, Maintenance and Construction Division will release a Request for Proposals, on Monday, June 16, 2025, in search of the most qualified consulting services firm to develop a Master Plan for South Griffith Park. The South Griffith Park Master Plan will serve as a community-driven guide for development at the front door of Griffith Park. The planning process will rely heavily on community outreach methods, including gathering input from nearby neighborhoods, across all backgrounds, as well as the creation of a Steering Committee and Technical Advisory Committee to provide guidance, input, and technical expertise. "South Griffith Park is a small segment of southeast Griffith Park that is home to a variety of recreation facilities, amenities, and programming for the neighborhoods along Riverside Drive," said Jimmy Kim, Recreation and Parks General Manager. "An innovative master planning effort for South Griffith Park is long overdue, and we are committed to working with the local communities on building a unified plan for its future." "Working with the Department of Recreation and Parks to craft the ideal RFP, we are now one step closer to a community-driven master plan to revitalize Southern Griffith Park," said Councilmember Nithya Raman. "The Southern portion of Griffith Park holds a special place in the hearts of local residents and I am so excited that we now have the opportunity to bring this area back to life and create a truly multifunctional and intergenerational community space for everyone to enjoy." Interested firms need to take into consideration outreach methods that emphasize equity, inclusion, and ensuring that a diverse range of voices are heard over the course of the document's finalization. The plan will include an implementation plan, analyses on programming, access, circulation, and opportunities for agreements, and a program-level Environmental Impact Report (EIR). RAP seeks proposals from interested firms that have the ability to provide the full range of disciplines and professional consulting services required for a master planning effort, to apply before the submission deadline on August 19, 2025. The Request for Proposal for the South Griffith Park Master Plan can be found at RampLA.org Opportunity ID 223278. Any questions about the Request for Proposal for the South Griffith Park Master Plan can be directed to RAP Contracts staff at rap-contracts@lacity.org. ### 6/20, 6/23, 6/24, 6/25, 6/26, 6/27, 6/30, 7/1, 7/2, 7/3, 7/7, 7/8, 7/9, 7/10, 7/11, 7/14/25
DJ-3940094#

CITY OF LOS ANGELES
NOTICE OF PUBLIC HEARING
The Los Angeles City Council will conduct a Public Hearing relative to the City Council's adoption of a proposed Ordinance amending Section 88.00 of Division "U", Chapter VIII of the Los Angeles Municipal Code to implement a minimum \$0.40 increase to the base rate for all parking meters, except for those which require Coastal Commission

approval.
The Public Hearing and consideration of this matter will be held on **July 1, 2025, at 10:00 a.m.**, or as soon thereafter as the matter can be heard, in the John Ferraro Council Chamber, Room 340, City Hall, 200 North Spring Street, Los Angeles, CA 90012. This City Council meeting will be broadcast live on Cable Television Channel 35, on the internet at <https://cityclerk.lacity.org/calendar>, and on YouTube. If the live video or audio is unavailable via one of these channels, members of the public should try another channel.
Requests for reasonable modification or accommodation from individuals with disabilities, including Telecommunications Relay Services for the hearing impaired, consistent with the Americans with Disabilities Act can be made by contacting the City Clerk's Office at (213) 978-1133. A copy of the proposed Ordinances may be examined in the Office of the City Clerk, Room 395, City Hall, 200 North Spring Street, Los Angeles, 90012, as well as online at: <https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccfi.viewrecord&chumber=25-0600-S39>. All persons having any objections to the proposed fee increase may appear before the City Council and offer public comment. Written protests may also be submitted to the Office of the City Clerk prior to the conclusion of the public hearing. Please reference Council File No. 25-0600-S39 in all correspondence forwarded to this office regarding this matter.
PETTY F. SANTOS
Interim City Clerk, City of Los Angeles
Council File No. 25-0600-S39
CDs: all
6/20, 6/25/25
DJ-3939601#

NOTICE OF PRESS RELEASE
NOTICE IS HEREBY GIVEN that the City of Los Angeles Department of Recreation and Parks (RAP) Planning, Maintenance and Construction Division will release a Request for Proposals, on Monday, June 16, 2025, in search of the most qualified consulting services firm, to develop a Master Plan for Elysian Park. Detailed information regarding this item is contained in a file in the Board Office, 221 North Figueroa Street, Suite 300, Los Angeles, California 90012. In addition, the Request for Proposal is available at <https://www.ramp-la.org/opportunity-details?id=00601000000201J1AR> (RAPM ID # 223258). RAP seeks proposals from interested firms that have the ability to provide the full range of disciplines and professional consulting services required for a master planning effort, to apply before the submission deadline on August 19, 2025. The Request for Proposal for the South Griffith Park Master Plan can be found at <https://www.ramp-la.org/opportunity-details?id=00601000000201J1AR> (RAPM ID # 223258). RAP seeks proposals from interested firms that have the ability to provide the full range of disciplines and professional consulting services required for a master planning effort, to apply before the submission deadline on August 19, 2025. The Request for Proposal for the South Griffith Park Master Plan can be found at <https://www.ramp-la.org/opportunity-details?id=00601000000201J1AR> (RAPM ID # 223258). RAP seeks proposals from interested firms that have the ability to provide the full range of disciplines and professional consulting services required for a master planning effort, to apply before the submission deadline on August 19, 2025. The Request for Proposal for the South Griffith Park Master Plan can be found at <https://www.ramp-la.org/opportunity-details?id=00601000000201J1AR> (RAPM ID # 223258). 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ORDINANCE NO. 188651

An ordinance finding that the public interest and necessity require the acquisition by eminent domain of portions of the properties located at 6155 West 98th Street and 6200-6206 West 96th Street, Los Angeles, California 90045 and bearing Assessor's Parcel Numbers 4124-027-029, 4124-027-031, and 4124-027-032, as more particularly described in Attachments 1, 2, and 3 attached hereto.

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

Section 1. The City Council of the City of Los Angeles hereby approves, ratifies and makes the findings and authorizations set forth in Resolution No. 28099 (Resolution) adopted by the Board of Airport Commissioners (the Board) of Los Angeles World Airports (LAWA).

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

- a. LAWA is a proprietary department of the City of Los Angeles, a charter city and municipal corporation.
- b. The interests in real property to be acquired consist of: (a) a partial fee simple interest in the property as set forth in the deed in Attachment 1; (b) a permanent aerial easement over a portion of the property as set forth in the easement deed in Attachment 2; and (c) a non-exclusive temporary construction easement having a term of 44 months as set forth in the easement deed in Attachment 3 (collectively, the Subject Property). All attachments are attached hereto and incorporated herein by reference. The Subject Property is located within the City of Los Angeles, County of Los Angeles, State of California.
- c. The public use for which the Subject Property is being acquired is for the roadway system improvements that are part of the approved Los Angeles International Airport (LAX) Airfield and Terminal Modernization Project (ATMP or Project).
- d. Pursuant to Code of Civil Procedure Sections 1240.610 and 1240.510, to the extent that the Subject Property is already devoted to a public use, the use to which the Subject Property is to be acquired under the Resolution is a more necessary public use than the use to which the Subject Property is already devoted; or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Subject Property is already devoted.
- e. The notice of intention to approve the Resolution was given by first class mail to the persons whose property is to be acquired by eminent domain in accordance with Code of Civil Procedure Section 1245.235, and a hearing was conducted by the City Council on the matters contained herein.

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

- a. The environmental impacts of the acquisition of the Subject Property were evaluated in the LAX ATMP Environmental Impact Report (EIR) (State Clearing House Number 2019049020), which the Board of Airport Commissioners certified on October 7, 2021 (Resolution 27351). The acquisition of the Subject Property is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.1 of the Los Angeles City CEQA Guidelines. It is also within the scope of the certified LAX ATMP EIR and does not include any changes to the Project that would require further review under CEQA pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162.
- b. The taking of the Subject Property is authorized by, *inter alia*, Section 19, Article I of the California Constitution; Sections 37350.5 and 40404(f) of the California Government Code; Public Utilities Code Section 21661.6; the Los Angeles City Charter Section 632(c); California Code of Civil Procedure Section 1230.010, et seq.; and all other applicable law as set forth herein.

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

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

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

Sec. 6. The City Attorney is hereby authorized to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Subject Property by eminent domain, subject to approval by the Board when required. The City Attorney is also authorized to seek and obtain an Order for Prejudgment of Possession of the Subject Property in accordance with eminent domain law. The City Attorney may enter into Stipulated Orders for Prejudgment Possession and Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. The City Attorney is further authorized to correct any errors or agree to make any non-material changes to the legal description of the Subject Property that are deemed necessary for the conduct of condemnation action or other proceedings or transactions required to acquire the Subject Property. The City Attorney is further authorized, subject to approval by the Board when required, to compromise and settle such eminent domain proceedings, if such negotiated settlement can be reached, and in that event, take all necessary action to complete the acquisition, including entering into stipulations as to the judgment and other matters, and to cause all such payments to be made.

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

ATTACHMENT 1

RECORDING REQUESTED BY and WHEN RECORDED MAIL TO: Los Angeles World Airports Attn: Evan Haug 6053 West Century Boulevard, 4th Floor Los Angeles, California 90045

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4124-027-029, 031, & 032 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27383 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

GRANT DEED

Fee Acquisition

M M & M N L.L.C., a California limited liability company is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded October 4th, 2006 as Document Number 06-2215205 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, the real property as described in the legal description attached hereto as EXHIBIT "A", incorporated herein by reference ("Fee Acquisition Area").

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

Dated: GRANTOR: M M & M N L.L.C., a California limited liability company By: Name: Title:

EXHIBIT "A"

Legal Description of Fee Acquisition Area [APN(s): 4124-027-029, 031, & 032]

EXHIBIT "A" LEGAL DESCRIPTION APN 4124-027-031 & 4124-027-032 Parcel 6 Fee

Lots 94, 95, 106 and 107 of Tract No. 13403, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 268, Pages 1 through 3 of Maps, in the office of the County Recorder of said County.

Containing 12,500 square feet or 0.29 acres, more or less.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

Teri Kahlen 12/16/2024 Teri Kahlen, PLS 8746

ATTACHMENT 2

RECORDING REQUESTED BY and WHEN RECORDED MAIL TO: Los Angeles World Airports Attn: Evan Haug 6053 West Century Boulevard, 4th Floor Los Angeles, California 90045

(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4124-027-029, 031, & 032 EXEMPT FROM RECORDING FEES PER GOV'T. CODE §27383 EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

EASEMENT DEED Grant of Aerial Easement

M M & M N L.L.C., a California limited liability company is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded October 4th, 2006 as Document Number 06-2215205 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a perpetual and (except as otherwise expressly and specifically provided in this instrument) exclusive aerial easement ("Easement"), over and above, as well as (except as otherwise expressly and specifically provided in this instrument) non-exclusive surface rights 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 "A" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B" and, in each case, incorporated herein by reference ("Easement Area").

The Easement is for the development, construction, upgrade, building, installation, location, placement, removal, reduction, inspection, operation, use (including public use), preservation, protection, maintenance and repair (collectively hereinafter, the "Construction, Operation and Maintenance" or the "CO&M") of the Airfield and Terminal Modernization Project ("Project"), together with all rights incidental thereto and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The purposes of the Easement and Grantee's rights pursuant to this instrument and under the Easement include the CO&M of an elevated roadway, including without limitation roadway structure, overhead signage, retaining walls, lighting, barriers, fixtures, equipment, and facilities, together with any and all appurtenances (collectively hereinafter called the "Facilities").

Within the Easement Area, the Easement rights granted in, under and pursuant to this instrument shall include the right to use the Easement Area for CO&M material, equipment and vehicles, as well as similar items, matters and things, together with and for pedestrian and vehicle use, access, ingress and egress purposes, including the CO&M of any Facilities.

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

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor's property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Project, the Facilities or Grantee's rights under or pursuant to this instrument. Subject to the exceptions stated expressly below, Grantor shall not construct or allow to be constructed any structure, building or other improvement, and shall not plant any trees or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Easement Area, so as to interfere with the safe, efficient and convenient operation of the Project and/or the Facilities, or which conflict with or which are in violation of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land. Grantor acknowledges and agrees that Grantee shall have the right to remove, or cause to be removed any obstructions that Grantor installs, erects, creates or permits after the recording date of this instrument or the date Grantee is legally entitled to take possession of the Easement (whichever date is earlier), which interferes with or threatens to endanger the reliability, efficiency and/or CO&M of the Project and/or Facilities.

This instrument is intended to provide for and, therefore, provides for an aerial easement for the Project, which aerial rights preclude, subject to the express exceptions set forth below, the use of the surface land area and the area above the surface land area by the Grantor.

(a) Grantor may use the existing surface within the Easement area under the Facilities for ingress, egress, and parking for vehicles, including ingress and egress for pedestrians such that this use does not interfere with or threaten to endanger the reliability, efficiency and/or CO&M of the Project and/or Facilities.

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

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

Dated: GRANTOR: M M & M N L.L.C., A California limited liability company By: Name: Title: By: Name: Title:

EXHIBIT A

Legal Description of Easement Area [APN(s): 4124-027-029, 031 & 032]

[attached behind this page]

EXHIBIT "A" LEGAL DESCRIPTION APN 4124-027-029 Parcel 6 Aerial Easement

That portion of Lot 17 of Tract No. 13375, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 267, Pages 43 and 44 of Maps, in the office of the County Recorder of said County, described as follows:

BEGINNING at the northwest corner of said Lot;

thence along the northerly line of said Lot, South 89°49'09" East 125.00 feet to the easterly line of the westerly 125.00 feet of said Lot;

thence along said easterly line, South 00°08'41" West 19.02 feet;

thence leaving said easterly line, North 84°12'27" West 125.61 feet to the westerly line of said Lot;

thence along said westerly line, North 00°08'41" East 6.74 feet to the POINT OF BEGINNING.

Containing 1,610 square feet, more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00.

Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

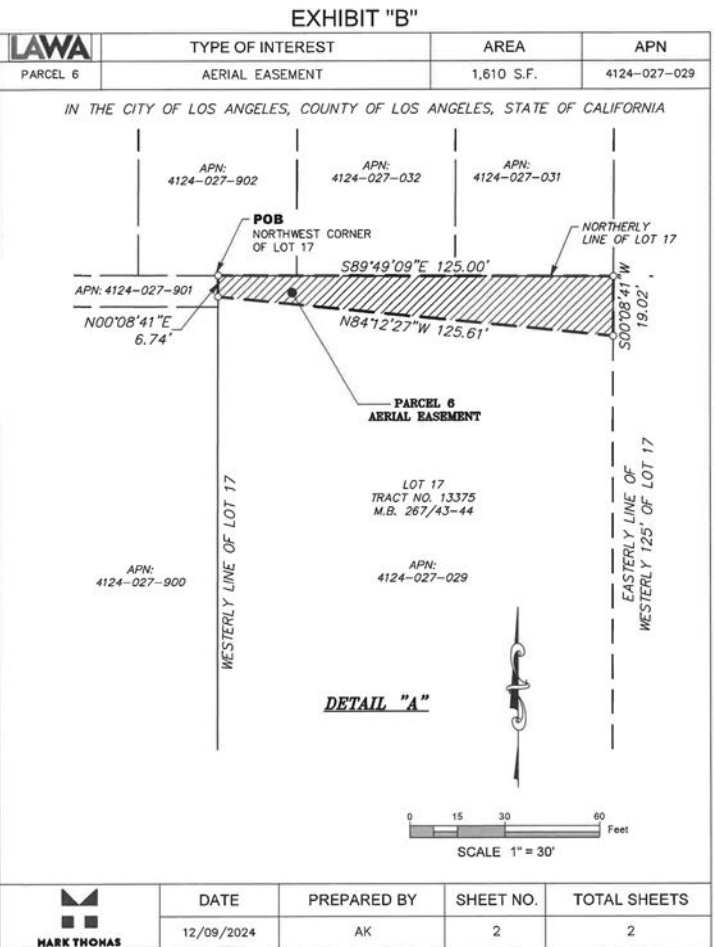
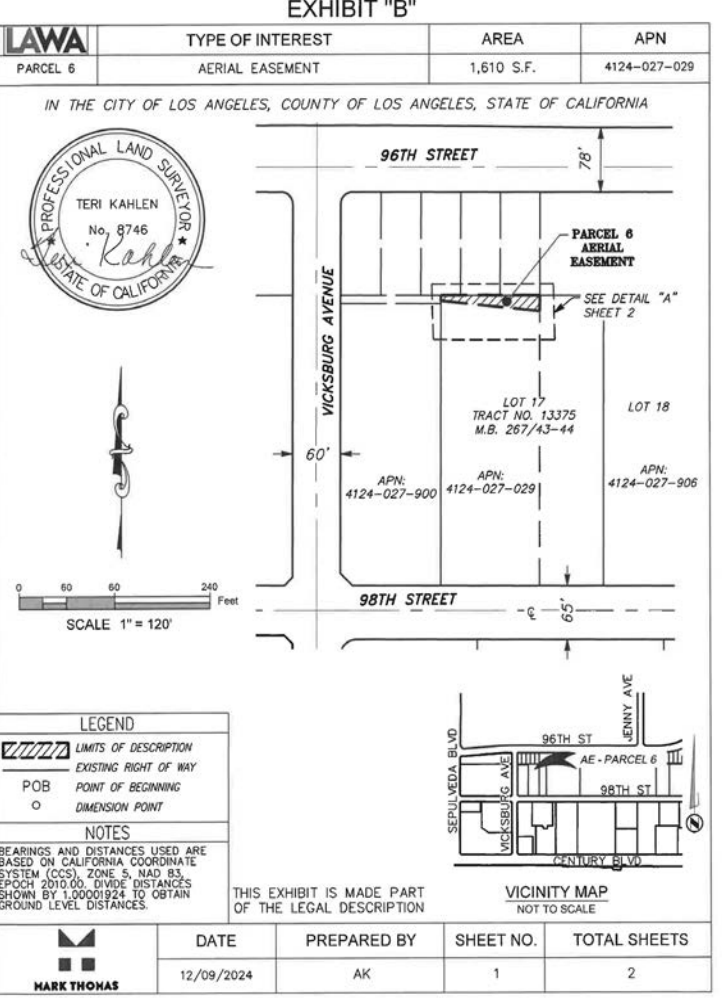
Mark Thomas & Company, Inc.

Teri Kahlen 12/16/2024 Teri Kahlen, PLS 8746

EXHIBIT B

Map of Easement Area [APN(s): 4124-027-029, 031 & 032]

[attached behind this page]



RECORDING REQUESTED BY and WHEN RECORDED MAIL TO: Los Angeles World Airports Attn: Evan Haug 6053 West Century Boulevard, 4th Floor Los Angeles, California 90045

EASEMENT DEED Grant of Temporary Construction Easement

M M & M N L.L.C., a California limited liability company is the owner in fee of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, as described in that Grant Deed recorded October 4th, 2006 as Document Number 06-2215205 of Official Records of said County, does GRANT and CONVEY to the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Airport Commissioners ("Grantee"), and its successors and assigns, a non-exclusive temporary construction easement ("Temporary Construction Easement"), over, above, on, in, within, across, along, about and through that certain portion of Grantor's real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as EXHIBIT "A" and depicted or illustrated on the map or drawing attached hereto as EXHIBIT "B" and, in each case, incorporated herein by reference ("Temporary Construction Area").

The Temporary Construction Easement is granted in connection with the construction of the Airfield and Terminal Modernization Project ("Project"). The Temporary Construction Easement is granted together with all rights incidental thereto and for such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement.

The purpose of the Temporary Construction Easement includes without limitation the provision of working space and temporary access to the property for the development, construction, building, and installation of the Project. The Temporary Construction Easement within the TCE Area shall continue for a period of forty-four (44) months. Construction within the TCE Area and the term of the Temporary Construction Easement shall commence upon written notice from Grantee or its authorized representative to Grantor ("TCE Commencement Date") and it shall terminate on the earliest of (a) the date upon which Grantee notifies Grantor that it no longer needs to use the TCE Area or (b) forty-four (44) months from the TCE Commencement Date. The last date by and/or on which Grantee may use the Temporary Construction Easement is referred to as the "TCE Expiration Date".

Grantee's use of the Temporary Construction Easement shall be subject to the following provisions:

- (a) Grantee may use the Temporary Construction Area to place equipment and materials necessary to construct the Project.
- (b) Grantee may remove existing utilities, signage, hardscape, curb and sidewalk segments, asphalt pavement, utilities, fencing and masonry wall which interferes with the construction of the Project improvements.
- (c) Grantee may temporarily and intermittently disrupt vehicular and pedestrian traffic on 96th Street, as necessary, to complete construction of Project improvements.
- (d) Grantee may use construction equipment needed for demolition and removal of existing infrastructure, boring, installation of column supports for elevated roadway segments, grading, utility relocation and installation, installation of at-grade and elevated roadway segments, paving, lighting, striping, and low-impact development requirements.
- (e) Grantee may use the existing driveway(s) on 96th Street as access points for Project construction. Grantee shall make commercially reasonable efforts to maintain accessibility and use of the existing driveway(s) along 96th Street by the Grantor during construction of the Project.

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

At the expiration of the Temporary Construction Easement, Grantee or its authorized agent(s) shall, subject to reasonable wear and tear, restore the TCE Area to a condition as near as practicable to finished dirt grade conditions with surface elevations consistent with the existing grading of the surface parking area immediately adjacent to the TCE Area. Grantee shall not, however, be required to restore any other changed condition or circumstance to the pre-existing condition that is not resulting from Grantee's operations, negligence or greater fault.

The covenants contained in this instrument shall run with the land. For the purposes of this instrument and the Temporary Construction Easement, the word "existing" when used in this instrument means "currently existing as of the date of this instrument as set forth below in this instrument."

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

Dated: GRANTOR: M M & M N L.L.C., a California limited liability company By: Name: Title: By: Name: Title:

EXHIBIT A

Legal Description of Temporary Construction Easement Area [APN(s): 4124-027-029, 031 & 032]

[attached behind this page]

EXHIBIT "A" LEGAL DESCRIPTION APN 4124-027-029 Parcel 6 Temporary Construction Easement

The northerly 40.00 feet of the westerly 125.00 feet of Lot 17 of Tract No. 13375, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 267, Pages 43 and 44 of Maps, in the office of the County Recorder of said County. Containing 5,000 square feet, more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

Bearings and distances used in the above description are based on California Coordinate System (CCS), Zone 5, NAD 83, Epoch 2010.00.

Divide distances shown by 1.00001924 to obtain ground level distances.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

Teri Kahlen 12/16/2024 Teri Kahlen, PLS 8746

EXHIBIT B

Map of Temporary Construction Easement Area [APN(s): 4124-027-029, 031 & 032]

[attached behind this page]

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