

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Elinor Eizdi, Esq.
Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (Rev. & Tax Code § 11922)

EASEMENT DEED
(“NE-1593-1”)

This Easement Deed (“Deed”) is made and entered into as of _____, 2020, from the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (“POLA”), and the City of Long Beach, a municipal corporation, acting by and through its Board of Harbor Commissioners (“POLB”), as grantors, to the Alameda Corridor Transportation Authority, a joint powers authority created under the laws of the State of California (“ACTA”), as grantee and is with reference to the following:

R E C I T A L S :

A. ACTA is a joint powers authority created by the City of Los Angeles and the City of Long Beach pursuant to California Government Code Sections 6500 *et seq.* for the purpose of constructing, operating and maintaining the rail infrastructure project and construction of various highway/rail grade separations and ancillary facilities commonly known as the Alameda Corridor in Los Angeles County, California (the “Alameda Corridor”). The Alameda Corridor is generally located along a 20-mile segment parallel to Alameda Street, running north from the Ports of Los Angeles and Long Beach to the transcontinental rail network mainlines at the Los Angeles River adjacent to downtown Los Angeles; the Alameda Corridor contains two rail tracks and sufficient area for a third track.

B. In furtherance of the construction of the Alameda Corridor, POLA and POLB jointly acquired title to certain real property over, on and under which the Alameda Corridor has been constructed.

C. Pursuant to that certain Use Permit dated as of October 12, 1998, POLA and POLB authorized ACTA, in its own name, to construct and operate the Alameda Corridor. In furtherance thereof and pursuant to ACTA's joint power authority, ACTA also acquired, in its own name, title to certain real property over, on and under which the Alameda Corridor has been constructed and additional lands in the vicinity of the Alameda Corridor.

D. ACTA has entered into various memoranda of understanding and other undertakings with various cities along the Alameda Corridor, the County of Los Angeles, two railroad companies and other governmental entities whereby ACTA has agreed to convey title to various property interests owned or used by ACTA to such entities and such entities have agreed to convey to ACTA title to various property interests which is needed by ACTA for the Alameda Corridor.

E. All parcels conveyed by this Deed are intended to be conveyed by ACTA to certain of those entities described in Recital D above.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Joint Grant of Easement Interests

POLA and POLB hereby grant to ACTA a non-exclusive easement in, on, over and across that certain real property described as Parcel 1 [NE-1593-1] on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area") for the purposes of vehicular and pedestrian ingress and egress to and from lands owned or controlled by the City of Los Angeles.

The Covenants, Conditions and Restrictions, dated May 18, 2012, and which were recorded as Document No. 20120830127 on June 4, 2012, in the Official Records of the County of Los Angeles, as amended by that certain Amendment to the Declaration of Covenants,

Conditions and Restrictions, dated January 9, 2014, which was recorded on January 14, 2014 as Document No. 20140042256 in the official Records of the County of Los Angeles, are hereby incorporated herein by reference, and ACTA, POLA and POLB hereby agree to be subject to such covenants, conditions and restrictions regarding the multi user easement covered herein. POLA and POLB understand and acknowledge that the Easement Area may be burdened with a number of non-exclusive multi-user easements.

2. Severability

Each provision of this Deed will be interpreted so as to be effective and valid under applicable law to the fullest extent possible. However, if any provision contained herein will for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Deed it will be construed as if such provision had never been contained herein.

3. Amendments

No modifications, amendments or changes herein or hereof will be binding upon any party unless set forth in a document, duly executed and delivered by ACTA, POLA and POLB. No provision of this Deed will be altered, amended, revoked or waived except by an instrument in writing signed by the party to be charged with such alteration, amendment, revocation or waiver.

4. Counterparts

This Deed may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) theron provided such signature page is attached to any other counterpart identical thereto except have additional signature pages executed by other parties to this Deed attached thereto.

5. Relationship of the Parties

Notwithstanding anything to the contrary contained herein, this Deed will not be deemed or construed to make ACTA, POLA or POLB partners or joint venturers, or to render

one liable for any of the debts or obligations of the any other unless expressly so provided in this Deed.

6. Waiver

The failure of any party at any time or times to require performance of any provision hereof will in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

7. Construction

The language in all parts of this Deed will be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Deed are solely for convenience of reference and will not govern the interpretation of any of the provisions of this Deed. References to "Sections" or "Articles" are to Sections or Articles of this Deed and references to "Exhibits" are to Exhibits attached hereto, unless otherwise specifically provided. All references made (i) in the neuter, masculine or feminine gender will be deemed to have been made in all such genders, and (ii) in the singular or plural number will be deemed to have been made, respectively, in the plural or singular number as well. The words "herein," "hereof," "hercunder," and other similar compounds of the word "here" when used in this Deed will refer to this entire Deed and not to any particular provision or section unless specifically indicated otherwise. The terms "include" or "including" do not limit the preceding words or terms. This Deed shall be deemed to have been drafted by all parties to this Deed, and the parties agree that California Civil Code Section 1069 shall not be applicable to this Deed.

8. Further Assurances

Each party will execute all such instruments and documents and will take in good faith all such actions as are reasonably necessary to carry out the provisions of this Deed.

9. Successors and Assigns

The terms and conditions contained in this Deed shall run with the land and shall bind the successors and assigns of the parties to this Deed.

10. ACTA Acceptance

The grants provided for in this Easement Deed are accepted concurrently with recording of this Easement Deed and the Certificate of Acceptance attached hereto.

11. Descriptions and Depictions

The legal description attached as Exhibit A to this Easement Deed has a depiction appended to such legal description as well. In the event of a conflict between the legal description and the depiction, the legal description shall prevail.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties to this Deed have duly executed it as of the day and year first above written. This Deed shall be deemed to be effective as of the date it is recorded in the Office of the County Recorder of the County of Los Angeles, California.

“POLA”

CITY OF LOS ANGELES ACTING BY AND
THROUGH ITS BOARD OF HARBOR
COMMISSIONERS, a municipal corporation

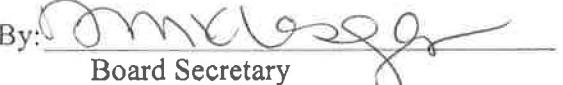
By: _____

Printed Name: Eugene D. Seroka

Title: Executive Director

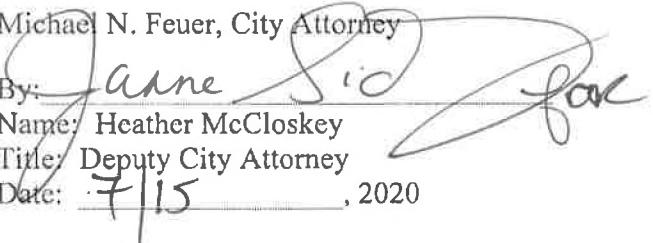
Date: _____

ATTEST:

By: 
Board Secretary

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: 
Name: Heather McCloskey
Title: Deputy City Attorney
Date: 7/15, 2020

[Signatures continue on the next page]

“POLB”

CITY OF LONG BEACH ACTING BY AND
THROUGH ITS BOARD OF HARBOR
COMMISSIONERS, a municipal corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Charles J. Parkin, City Attorney

By: _____
Name: _____
Title: _____
Date: _____, 2020

[Signatures continue on the next page]

“ACTA”

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a joint powers authority

By: _____

James P. Preusch
Interim Chief Executive Officer

APPROVED AS TO FORM:

Charles J. Parkin, City Attorney

By: _____

Name: _____

Title: _____

Date: _____, 2020

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the within Easement Deed to the Alameda Corridor Transportation Authority ("ACTA"), are hereby accepted by the undersigned officer on behalf of ACTA, pursuant to authority conferred by said Governing Board of the Alameda Corridor Transportation Authority on November 18, 1999, and ACTA consents to recordation thereof by its duly authorized officer.

ALAMEDA CORRIDOR TRANSPORTATION
AUTHORITY, a joint powers authority

By: _____

James P. Preusch
Interim Chief Executive Officer

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

POLA's Acknowledgment Page

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

POLB's Acknowledgment Page

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

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

ACTA's Acknowledgment Page

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

PSOMAS

EXHIBIT A

PARCEL 1

NE-1593-1

That portion of Butte Street, 9.144 meters wide, in the City of Los Angeles, County of Los Angeles, State of California, as shown on the map of Tract No. 10754, filed in Book 185, Pages 1 and 2 of Maps, and as shown on the map filed in Book 155, Pages 67 through 78 inclusive, of Records of Survey, both in the office of the County Recorder of said county, described as follows:

Beginning at the southeasterly corner of Parcel 1-A as described in the deed to National Railroad Passenger Corporation, recorded January 13, 1977 as Instrument No. 77-45686, Official Records of said county, and as shown on said Record of Survey; thence along the southerly line of said Parcel 1-A South $88^{\circ}39'00''$ West 125.273 meters to the southwesterly corner of said Parcel 1-A, and the beginning of a non-tangent curve concave southeasterly, said curve being the southwesterly continuation of the westerly line of said Parcel 1-A, having a radius of 225.399 meters, a radial line to said beginning bears North $66^{\circ}22'32''$ West; thence southwesterly 1.678 meters along said curve through a central angle of $0^{\circ}25'36''$ to a line parallel with and 1.524 meters southerly of said southerly line of Parcel 1-A, said line being also the transit line of said Butte Street, as shown on said Record of Survey; thence along said transit line North $88^{\circ}39'00''$ East 126.222 meters to the southerly prolongation of the easterly line of said Parcel 1-A as shown on said Record of Survey; thence along said prolongation North $10^{\circ}31'37''$ West 1.544 meters to the **Point of Beginning**.

Containing 191.7 square meters, more or less.

Distances as described above are grid distances. Ground distances may be obtained by dividing grid distances by the mean combination factor of the points being described. The mean combination factor for this conversion is 1.00000660.

PSOMAS

1 See Exhibit "B-1" attached hereto and made a part hereof,

2
3 This legal description is not intended for use in the division and/or conveyance of land in
4 violation of the Subdivision Map Act of the State of California.

5

6 Prepared under the direction of:

7
8 *David A. Moritz*

9
10 David A. Moritz, P.L.S. 7388

11
12 *11/10/2011*

13 Date



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GRANTOR : CITY OF LOS ANGELES
 DESCRIPTION : THAT PORTION OF BUTTE STREET, 9.144 METERS WIDE, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF TRACT NO 10754, FILED IN BOOK 185, PAGES 1 AND 2 OF MAPS

TITLE REPORT :

ASSESSORS REF :

ROW REF :

The data shown on plat are based on a field survey prepared by Psomas, dated May 1995. Bearing and distances are in feet on California Coordinate System 83. Zone 5 coordinates obtained from California TIGER.

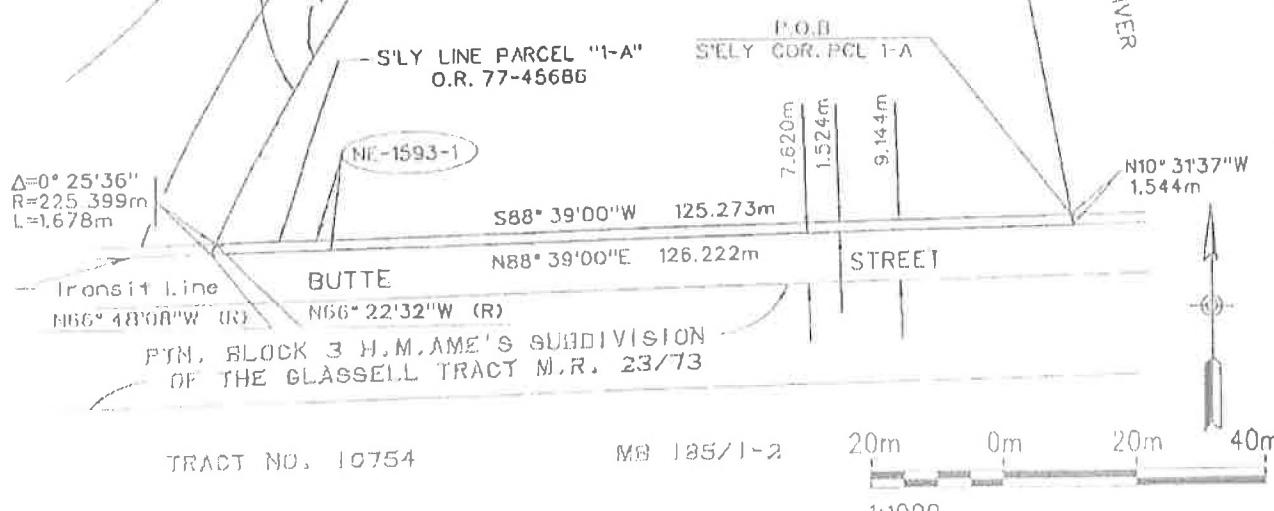
0	9-7-2011	ORIGINAL SUBMITTAL
NO	DATE	REVISION DESCRIPTION

EXHIBIT "B-1"



PARCEL "2-A"
 O.R. 77-45686
 CITY LANDS OF LOS ANGELES
 M.R. 2/504-505

R.S. 155/67-78



PARCEL NO.	AREA (SO. M)	SHIFT 1 OF 1
NE-1593-1	191.7	



ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

PREPARED BY

PSOMAS

11011 Centre Drive, #200
 Santa Ana, California 92707
 714/751-7373
 714/754-5883 (Fax)

ALAMEDA CORRIDOR
 PARCEL PLAT

NE-1593-1

MAPNAME	20M1010741 T8
ISAT	1:1000
MP	11-2-2011
RECD BY	JCH
RECD BY	DAM
RECD BY	WLS

MAPNAME : 20M1010741 T8
 ISAT : 1:1000
 MP : 11-2-2011
 RECD BY : JCH
 RECD BY : DAM
 RECD BY : WLS