

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

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

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(Space above for County Recorder's Use Only)

Portion(s) APN(s): 4128-024-901 & 4128-024-902 EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

**EASEMENT DEED**

**Permanent Sewer Easement**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by the City of Los Angeles, a municipal corporation (“**Grantor**”), Grantor does hereby GRANT and CONVEY to Daniel Y. Loh and Janet U. Loh, Trustees of the “Daniel Y. Loh and Janet U. Loh 1969 Trust” (“**Grantee**”), and its successors and assigns, a perpetual and non-exclusive sewer 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 “A1” and depicted or illustrated on the map or drawing attached hereto as EXHIBIT “A2” and, in each case, incorporated herein by reference (“**Easement Area**”), together with the right to use all necessary and convenient means of access.

The Easement is to maintain, repair, replace, improve, and alter (collectively hereinafter, the “**Sewer Easement Rights**”) for a new private sewer line to be constructed by the Grantor as part of the Landside Access Modernization Program (LAMP) – Automated People Mover (APM) Project (“**Project**”) as a replacement line due to the Project removing the existing private sewer service, 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 include: the use of an underground private six inch polyvinyl chloride sanitary sewer pipe, manhole and cleanout structures, and appurtenant sewer facilities (collectively, the “**Facilities**”) all to be constructed by the Grantor necessary to operate a private sewer service line for the existing gas station at 5551 W Century Blvd, Los Angeles, CA 90045.

At no time shall Grantor commit or permit a use, occupation or enjoyment of Grantor’s property that might cause a hazardous condition to exist with respect to, or that might interfere with, endanger, or otherwise adversely affect the Grantee’s rights under or pursuant to this instrument. 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 Sewer Easement Area, so as to interfere with the safe, efficient and convenient operation of the Grantee’s rights or which conflict with or which are in violation

of applicable law, as may now exist or may be amended or otherwise apply in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor's land.

Except as expressly set forth below, Grantor's use and occupancy of the Sewer Easement Area is limited as follows:

- a) The Grantor reserves the right to use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; including but not limited to temporary storage of materials / equipment, parking of vehicles, and ingress/egress of both pedestrian and vehicular travel. Additionally, Grantor reserves the right to maintain and improve existing improvements within the Easement Area surface including, but not limited to landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, and concrete sidewalks, curbs and gutters, except as otherwise expressly and specifically provided in this instrument.
- b) There shall be no surface appurtenances to the Facilities (including, but not limited to meter station, meter pits, fences, signs) with existing drive aisles or parking areas other than cleanout and manhole structures with a top elevation matching surrounding existing pavement.
- c) Grantor may grant other easements over, along and across the Easement Area including without limitation two 24-inch water trunk lines and a 4.8kva duct bank so long as such other easements do not interfere with purposes and uses of the Sewer Easement.
- d) In the event of any future improvements, repairs, maintenance, or alterations, the Grantee shall notify the Grantor their intent of said "**Future Alterations.**" the Grantee is obligated to notify Grantor a minimum of 10 working days in advance of their intent to perform Future Alterations and obtain their written approval prior to performing said Future Alterations. The design and construction included with the Future Alterations on the Facilities and all activities conducted in the Easement Area shall be in accordance with good, workmanlike standards in the industry and geographical area where this Easement Area is located, with the Grantee at all times following the highest observed and accepted standards in the industry for the geographical area where this Easement Area is located. Future Alterations may not interfere with the City of Los Angeles Department of Water and Power's operation or maintenance of the two 24-inch water trunk lines and the 4.8kva duct bank illustrated on the map attached hereto as EXHIBIT "1".
- e) The Grantor shall provide free and clear use and access to perform Future Alterations within a reasonable time frame.

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, 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 Sewer Easement Rights 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: 08/18/2021

**GRANTOR:**

CITY OF LOS ANGELES,  
a municipal corporation

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

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

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

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

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

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

**GRANTEE:**

DANIEL Y. LOH AND JANET U. LOH,  
Trustees of the "Daniel Y. Loh and Janet U.  
Loh 1969 Trust

Name: Daniel Y. Loh

Title: Trustee

By: Janet U. Loh

Name: JANET U LOH

Title: TRUSTOR

## ACKNOWLEDGMENT

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

State of California

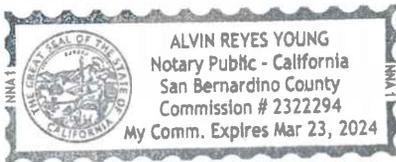
County of SAN BERNARDINO

On 08/18/2021 before me, Alvin Reyes Young  
Notary Public

Personally appeared DANIEL F. LOH AND JANET U. LOH  
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), of 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.



(Seal)

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a horizontal line and a flourish.

SIGNATURE of NOTARY PUBLIC