

EXHIBIT B to the Community Benefits Agreement

GRANT OF EASEMENT

(Civil Code Section 1468; Public Utilities Code Section 21652)

This NOISE EASEMENT (Easement) is executed and delivered as of this _____ day of _____, 2004 _____, by Property Owner(s)] _____ (Grantor) and the LOS ANGELES WORLD AIRPORTS (Grantee);

WHEREAS, Grantors are the owners in fee simple of certain real property located at [address] and more particularly described in attached Exhibit "A," incorporated by this reference (Grantors' Property);

WHEREAS, Grantors have been offered the opportunity to participate in a publicly funded program (Noise Insulation Program), which will cause changes to be made to Grantors' Property that may result in the reduction of aircraft noise currently being imposed on the interior of the structure or structures located on Grantors' Property;

WHEREAS, the funding source for this Noise Insulation Program will include funding from the Grantee, in its capacity as the owner and operator of the Los Angeles International Airport (LAX), and may include funding from the United States Government pursuant to the Aviation Safety and Noise Abatement Act of 1979 (commencing at 49 U.S.C. Section 2101);

WHEREAS, Grantee requires as a condition precedent to its participation in the Noise Insulation Program that Grantors provide Grantee with an easement upon Grantors' Property to permit noise, vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value, on the Grantor's Property all due to the operation of aircraft to and from LAX; and

WHEREAS, Section 21652 of the Public Utilities Code of the State of California authorizes Grantee to obtain this Easement,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES TO THIS AGREEMENT THAT:

1. Grantors do hereby, grant, convey and assign to Grantee, and its successors and assigns, a permanent and perpetual easement for the purpose of permitting the imposition of noise, vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value, all due to noise caused by the operation of aircraft to and from LAX upon Grantors' Property.
2. This Easement shall become effective upon the execution of this document by Grantors and Grantee and payment to Grantors, or on their behalf,

by Grantee, of the sum agreed upon as the cost of the Noise Insulation Program with respect to Grantors' Property.

3. The Community Noise Equivalent Level (CNEL) map and boundaries produced by flight operations to and from LAX for the quarter-year ending December 31, 1992 (Fourth Quarter 1992 CNEL Map) filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, shall be the basis for determining the baseline noise level for the Grantors' Property.

4. Pursuant to this Easement, Grantee may impose upon Grantors' Property noise levels up to and including 3 dB CNEL above the CNEL noise level shown for Grantors' Property on the Fourth Quarter 1992 CNEL Map.

5. Grantee will not be deemed to have exceeded the allowable level of imposition of noise, applicable to Grantors' Property, identified in Paragraph 4, unless that level is shown to have been exceeded in three of the four most recent quarterly CNEL maps for LAX filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations.

6. Grantee may further impose upon Grantees' Property any other adverse impacts arising from the allowable level of imposition of noise, applicable to Grantors' Property, identified in Paragraph 4, including, but not limited to, any resulting vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value.

7. Any change in the noise level reported on a quarterly CNEL map for LAX filed with the State of California, Department of Transportation, Division of Aeronautics, in accordance with Section 5025 of Title 21 of the California Code of Regulations, which results from the temporary increased use of certain runways, due to construction or repair of other runways, or due to any other cause beyond the control of Grantee (e.g., weather or wind conditions, but not flight pattern shifts authorized by the Federal Aviation Administration) shall not be used to compute the noise level imposed on Grantors' Property for purposes of Paragraph 4.

8. This Easement shall neither enlarge nor diminish any rights of either party existing prior to the effective date of this Easement, and Grantee expressly reserves and may continue to rely upon, any and all prescriptive rights, avigation easements and other entitlements for the operation of LAX.

9. Grantors covenant that Grantors are the owners in fee simple of the Grantors' Property, and that at the time of executing this Grant of Easement, Grantors have full ownership rights and powers to convey this Grant of Easement

free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature.

10. All easements, promises, covenants, conditions and reservations contained in this Grant of Easement are made and entered into for the benefit of the LAWA lands described in attached Exhibit "B" and for the Grantee and its successors and assigns to the maximum extent now or hereafter permitted by statute or case law, and are intended by the parties to comply with California Civil Code Section 1468. Grantors for himself/herself/themselves and his/her/their successors and assigns waive all rights under Civil Code section 1542.

"Successors and assigns" as used here includes without limitation: invitees, licensees, permittees, tenants, lessees, and others who may use the Easement rights reserved in this Easement or use or be upon Grantors' Property or the lands described in Exhibit "B," as the case may be, and/or their respective officers, agents and employees.

11. Grantors release Grantee from any present and future liability and promises not to sue Grantee for damages or any other relief directly or indirectly based on noise vibration, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value upon Grantors' Property, occurring as a result of lawful aviation or airport or airport-related operations, if any, at or otherwise associated with LAX. The release and covenant includes, but is not limited to claims (known or unknown) for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with the use and enjoyment of property, nuisance, or inverse condemnation, or for injunctive or other extraordinary or equitable relief. Grantor agrees that Grantee shall not have any duty to avoid or mitigate the damages. Grantor further agrees to defend at his/her/their own cost, hold harmless and indemnify Grantee from any claims, demands or liability for or based upon the exercise of the Easement rights granted in this Easement.

12. No violation or breach of any provision of this Grant of Easement may be waived unless in writing. Waiver of any one breach of any provision of this Grant of Easement shall not be deemed to be a waiver of any other breach of any provision of this Grant of Easement.

13. In the event that one or more covenant, condition, right or other provision contained in this Grant of Easement is held to be invalid, void or illegal by any court of competent jurisdiction, that covenant, condition, right or other provision shall be deemed severable from the remainder of this Grant of Easement and shall in no way affect, impair or invalidate any other covenant, condition, right or other provision of this Grant of Easement.

14. This Grant of Easement has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the statutory, administrative and judicial laws of the State of California.

15. Grantee shall cause this conditional Grant of Easement to be recorded in the office of the Recorder of the County of Los Angeles within 30 days of the date of its acceptance by Grantee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this ____ day of _____, 200_.

GRANTORS

[Owner 1]

[Owner 2]

[Owner 3]

GRANTEE

Los Angeles World Airports

By: _____

[ADD NOTARY PUBLIC BLOCK]

Exhibit "A": Legal Description of Grantors' Property

Exhibit "B": Legal Description of Lands Within the jurisdiction of LAWA