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Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Director, Airport Engineering

Public Agency - Official Business
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EASEMENT DEED AND AGREEMENT
(Aviation Rights)

This EASEMENT DEED AND AGREEMENT (“Avigation Easement Agreement”) is executed and delivered as of this ___ day of _____, 1999, by **SECURITY TRUST COMPANY**, a California corporation, as trustee under the Land Title Trust Agreement dated _____, 1999 (“Grantor”) and the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity formed under a joint exercise of powers agreement among the cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act (“Grantee”), with reference to the following facts:

R E C I T A L S

A. Grantor is the owner in fee simple of that certain real property (the “Property”) located in the City of Burbank, County of Los Angeles, State of California, legally described in Exhibit “A” attached hereto and incorporated herein by reference.

B. Grantee is the owner and operator of the Burbank-Glendale-Pasadena Airport (the Burbank-Glendale-Pasadena Airport, together with any future expansion thereof or modification thereof being hereinafter referred to as the “Airport”) situated in the County of Los Angeles, State of California, which is more particularly described in Exhibit “B” attached hereto and incorporated herein by reference.

1. GRANT OF AVIGATION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor, for itself and its successors and assigns, does hereby grant to Grantee, its successors and assigns, for the use and benefit of Grantee, the tenants and licensees of Grantee, and all users of the Airport, the following easements, rights and servitudes, which shall be appurtenant to the Airport, as to Grantee, and in gross, as to the tenants and licensees

of Grantee and as to all users of the Airport (collectively the "Avigation Easement"):

1.1. Passage of Aircraft. A perpetual nonexclusive easement and right of way for the "Passage of Aircraft" (as hereinafter defined) by whomsoever owned and operated in, to, over and through all air space of the Property located above the height of the lowest of the "imaginary surfaces" established in relation to the Airport and to each runway at the Airport in accordance with the applicable provisions of Federal Aviation Administration regulations set forth in 14 C.F.R. §§77.21-77.29 (as the same may be amended from time to time), to an indefinite height above said imaginary surfaces. As used herein, the term "Aircraft" shall mean any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, and the term "Passage of Aircraft" shall include, but not be limited to, Aircraft operation, navigation and flight; however, except to the extent constituting "Incidental Effects" as provided in Section 1.2 below, the term "Passage of Aircraft" shall not include Aircraft landing, explosion, crash, falling objects, dumping or spillage of liquid fuel or other occurrence causing direct physical injury to persons or direct physical damage to property.

1.2. Incidental Effects. A perpetual nonexclusive easement and right to cause within, and to enter or penetrate into or transmit through, any improved or unimproved portion of the Property, or any air space above the ground surface of the Property, such noise, sounds, vibrations, electronic interference, fumes, dust, fuel vapor particles, and all other similar effects that may result from or be related to the ownership, operation or maintenance of the Airport, the use of the Airport by Aircraft, the flight of Aircraft to, from or over the Airport, or the flight of Aircraft over the Property (at heights above the "imaginary surfaces" described in Section 1.1 above), or the taking-off or landing of Aircraft from or at the Airport (collectively, "Incidental Effects"), including, without limitation, any Incidental Effects that may be objectionable or would otherwise constitute a trespass, a permanent or continuing nuisance, personal injury or taking or damage to the Property due to invasiveness, intermittence, frequency, loudness, intensity, toxicity of Aircraft emissions or fuel, interference, emission, odor, annoyance or otherwise.

2. COVENANTS

2.1. Interference With Air Navigation. In furtherance of the easements and rights herein granted, Grantor hereby covenants, for itself and its successors and assigns, at all times hereafter, that it will not take any action, cause or allow any electronic, electromagnetic or light emissions, allow any obstruction to exist, or construct any structure on the Property which would conflict or interfere with or infringe Grantee's rights hereunder, including the full use and enjoyment of the Avigation Easement.

2.2. Changes. The rights, easements, benefits, waivers, covenants and agreements granted hereunder, including the Avigation Easement, shall continue notwithstanding any increase or other change in the boundaries, volume of operations, noise, or pattern of air traffic at the Airport. The Avigation Easement and this Avigation Easement

Agreement may not be modified, amended, terminated or abandoned except by execution and delivery of an instrument executed and acknowledged by Grantee, and Grantor agrees that, in the absence of such an instrument, no conduct by Grantee or increase, diminution or change in use of the Avigation Easement shall constitute either an overburdening of the Avigation Easement or a termination or abandonment of the Avigation Easement.

2.3. Covenants Binding On and Benefitting Successive Owners and Assigns. The parties intend that all waivers, restrictions, covenants and agreements set forth herein relate to the use, repair, maintenance or improvement of the Property or the Airport, or some part thereof, and shall run with the land of Grantor and Grantee, and any grantee, successor or assign of Grantor who acquires any estate or interest in or right to use the Property shall be bound hereby for the benefit of the Airport and for the benefit of any grantee, successor or assign of Grantee, including, without, limitation, the tenants and licensees of Grantee, and all users of the Airport.

3. GENERAL PROVISIONS

3.1. Attorneys' Fees. Should Grantor or Grantee or any of their respective successors or assigns retain counsel to enforce any of the provisions herein or protect their interests in any matter arising under this Avigation Easement Agreement, or to recover damages by reason of any alleged breach of any provision of this Avigation Easement Agreement, the losing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all costs, damages, and expenses incurred by the prevailing party, including, but not limited to, attorneys' fees and costs incurred in connection therewith.

3.2. Interpretation. No provision of this Avigation Easement Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

3.3. Waiver. No violation or breach of any provision of this Avigation Easement Agreement may be waived unless in writing. Waiver of any one breach of any provision of this Avigation Easement Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Avigation Easement Agreement.

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

3.5. Additional Documents. In addition to the documents and instruments to be delivered as provided in this Avigation Easement Agreement, Grantor or its successors and assigns, as the case may be, shall, from time to time at the request of Grantee,

execute and deliver to Grantee such other documents and shall take such other action as may be reasonably required to carry out more effectively the terms of this Avigation Easement Agreement.

3.6. Governing Law. This Avigation Easement Agreement 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.

3.7. Integration. This Avigation Easement Agreement, including the exhibits, constitutes the final, complete and exclusive statement of the parties relative to the subject matter hereof and there are no oral or parol agreements existing between Grantor and Grantee relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This is an integrated agreement.

3.8. Prior Rights. The rights, easements, benefits, waivers, covenants and agreements in favor of Grantee, its successors and assigns, the tenants and licensees of Grantee, and all users of the Airport under this Avigation Easement Agreement are subject and subordinate to, and do not terminate, modify, restrict, or impair in any manner the rights, easements, benefits, waivers, covenants and agreements in favor of the City of Burbank, a municipal corporation ("City"), its grantees, successors and assigns, under that certain document pertaining to the Property entitled Grant of Easements, Declaration of Use Restrictions and Agreement for Trust Property executed as of _____, 1999, by the Authority, the City and the Trustee, and recorded on _____, 1999 as Document No. _____ at Book _____, Page _____ of Official Records, County of Los Angeles, State of California (the "Trust Property Easement"). Nothing in this Avigation Easement Agreement is intended to, nor shall be interpreted in any manner to (i) terminate, modify, restrict, or impair in any manner the rights of the City under that certain Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property executed by the Authority and the City as of _____, 1999, and recorded on _____, 1999 as Document No. _____ at Book _____, Page _____ of Official Records, County of Los Angeles, State of California; (ii) permit or require use of the Property for purposes of expanding or enlarging the Airport under California Public Utilities Code Section 21661.6 ("PUC Section 21661.6"), or (iii) create rights that will result in the preemption of or otherwise affect adversely the applicability, validity and enforceability of PUC Section 21661.6 or local land use laws, including, but not limited to the City of Burbank's Zoning Ordinance and General Plan, or the Burbank Redevelopment Agency's Golden State Redevelopment Plan.

IN WITNESS WHEREOF, the parties have executed and delivered this Avigation Easement Agreement as of the date first set forth above.

"GRANTOR"

SECURITY TRUST COMPANY,
a California corporation, **as trustee under Land**

Title Trust Agreement dated August __, 1999

By: _____

Title: _____

"GRANTEE"

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

By: _____

Its: President

EXHIBIT A

Legal Description of Property

See attached.

EXHIBIT B

Legal Description of Airport

[To Be Furnished.]