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CARMEN A. TRUTANICH  
City Attorney

REPORT NO. R 1 3 - 0 1 2 6  
MAY 0 8 2013.

REPORT RE:

**DRAFT ORDINANCE TO APPROVE FIVE RIGH-OF-WAY CONTRACTS  
AND GRANT DEEDS TO THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

The Honorable City Council  
of the City of Los Angeles  
Room 395, City Hall  
200 North Spring Street  
Los Angeles, California 90012

Honorable Members:

This Office has prepared and now transmits for your consideration the enclosed draft ordinance, approved as to form and legality. This draft ordinance requests the approval of five Right-of-Way Contracts and Grant Deeds to the State of California Department of Transportation. Upon your approval, this ordinance will grant access and the sale of certain real properties to the State of California Department of Transportation (Caltrans), over portions of certain Los Angeles Department of Water and Power's (LADWP) properties for the purpose of widening US-Highway 395 north of Adelanto, California.

Background

Caltrans is widening the US-Highway 395 north of Adelanto, California, to provide a 4-foot median buffer and standard shoulders with ground-in rumble strips along each shoulder and each edge of median. LADWP's Market Place Switching Station to Adelanto Switching Station Transmission Line Right-of-Way No. 72 is located adjacent to the US-Highway 395, where Caltrans requires immediate access and certain real property for the widening of US-Highway 395.

LADWP has determined that those portions of certain real property that are required for the widening of US-Highway 395 are not needed for LADWP purposes; and the grant of the Contracts and Deeds will not interfere with LADWP operations.

The five properties being sold to Caltrans comprise 5.91 acres. Caltrans submitted an appraisal in the amount of \$2,380.00. After prolonged negotiations and a desire by both parties to save time, effort, and avoid the risk of eminent domain litigation, both parties have settled on an amount of \$5,300.00. Real Estate Staff has reviewed the settlement amount and determined that the amount is reasonable.

#### Charter Compliance

This ordinance is transmitted for your approval pursuant to Charter Sections 675, after approval by the Board of Commissioners for the Department of Water and Power.

#### CEQA Findings

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this work is exempt from further requirements under the Los Angeles City CEQA Guidelines, Article III, Class 5(4), Categorical Exemption.

#### Recommendation

The City Administrative Officer (CAO) recommends approval of this transaction, along with the Board of Commissioners for the Department of Water and Power. A copy of the CAO report dated December 19, 2012, and the Board Resolution are also provided for your review.

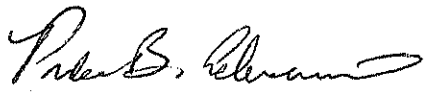
#### Council Rule 38 Referral

This draft ordinance has been approved by the Board of Water and Power Commissioners pursuant to Council Rule 38.

If you have any questions regarding this matter, please contact Senior Assistant City Attorney Eduardo Angeles at (213) 357-4580. He or another member of this Office will be present when you consider this matter to answer any questions you may have.

Very truly yours,

CARMEN A. TRUTANICH, City Attorney

By   
PEDRO B. ECHEVARRIA  
Chief Assistant City Attorney

PBE:EA:pj  
Transmittal

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving a Resolution of the Board of Water and Power Commissioners for the approval of five Right-of-Way Contracts and Grant Deeds to the State of California Department of Transportation for the widening of US-Highway 395.

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

Section 1. The action of the Board of Water and Power Commissioners of the City of Los Angeles on the 5th day of March 2013, approving the grant of five Right-of-Way Contracts and Grant Deeds to the State of California Department of Transportation, is hereby ratified, confirmed and approved. The approved Resolution reads:

RESOLUTION NO. 013 190

(LADWP's Market Place Switching Station to  
Adelanto Switching Station  
Transmission Line Right of Way No. 72)  
(Right of Way Contracts and Grant Deeds  
to the State Of California Department

WHEREAS the State of California Department of Transportation (Caltrans), is widening US-Highway 395, north of Adelanto, California, in the unincorporated area of the County of San Bernardino and;

WHEREAS Caltrans requires certain portions of LADWP's certain real properties for the widening of US-Highway 395 purposes and Caltrans has offered to acquire the real properties they require for said uses, and;

WHEREAS the sale of the five certain real properties will require City Council approval, which takes several months, Caltrans requires rights of way to the five properties for immediate access and possession to commence construction; and

WHEREAS Caltrans has the power of eminent domain and this sale is being conducted in lieu of eminent domain proceedings, and;

WHEREAS it is found and determined that these five certain real properties are not required for Departmental purposes and said properties should be sold to Caltrans pursuant to Sections 385 and 675(d)(2) of the Los Angeles City Charter;

NOW THEREFORE BE IT RESOLVED:

1. That Caltrans be granted, for and in consideration of the sum of \$5,300, all that certain real property owned by the City of Los Angeles and under the management

and control of the Department of Water and Power in the County of San Bernardino, State of California, described as:

Parcel 21371-1

That portion of Section 12, Township 7 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, described in a right of way easement as 'Parcel 1' in a Final Order of Condemnation in favor of Southern California Edison Company recorded December 18, 1969 in Book 7355, Page 381 of Official Records of said County, together with that portion of Section 1 of said Township and Range as described in a Final Order of Condemnation in favor of the City of Los Angeles Los Angeles Department of Water and Power recorded December 19, 1995 as Document No. 19950433737 in said Official Records, all lying within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

BEGINNING at a point on the West line of Section 18, distant thereon South  $00^{\circ}19'24''$  East, 445.13 feet from the Northwest corner of said Section; thence North  $15^{\circ}57'02''$  West, 2228.96 feet; thence North  $15^{\circ}59'00''$  West, 5612.81 feet; thence North  $16^{\circ}07'42''$  West, 1143.14 feet; thence North  $15^{\circ}42'57''$  West, 1342.69 feet; thence North  $16^{\circ}05'00''$  West, 1131.16 feet to a point on the North line of said Section 1, distant thereon South  $89^{\circ}35'17''$  West, 357.24 feet from the North quarter corner of said Section 1.

TOGETHER WITH that portion of said Section 1 described as follows:

COMMENCING at the intersection of the South line of said Section 1 with the Westerly sideline of said strip of land; thence along said Westerly sideline, North  $15^{\circ}59'00''$  West, 1882.62 feet; thence continuing along said sideline, North  $16^{\circ}07'42''$  West, 798.61 feet to the TRUE POINT OF BEGINNING; thence continuing along said sideline, North  $16^{\circ}07'42''$  West, 344.67 feet; thence continuing along said sideline, North  $15^{\circ}42'57''$  West, 255.78 feet; thence South  $11^{\circ}59'01''$  East, 168.46 feet; thence South  $64^{\circ}57'36''$  West, 56.49 feet; thence South  $03^{\circ}40'56''$  East, 83.94 feet; thence South  $69^{\circ}53'25''$  East, 95.58 feet; thence South  $17^{\circ}33'49''$  East, 285.29 feet to the TRUE POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5.

Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21376-1

That portion of the North half of the South half of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433734 in Official Records of said County, included within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21407-1

That portion of the South half of the South half of the Southwest quarter of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 1995-433735 in Official Records of said County, included within a strip of land, 119.98 feet wide, lying 59.99 feet on each side of the following described line:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21411-1

That portion of the North half of the South half of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433734 in Official Records of said County, included within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21800-1

That portion of Government Lot 2 in the Southwest quarter of Section 18, Township 7 North, Range 5 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of the County of San Bernardino, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Department of Water and Power in a Judgment and Final Order recorded December 19, 1995 as Document No. 19950433739 in Official Records of said County, lying within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 18, distant thereon South 89°54'59" East, 1362.95 feet from the Southwest corner of said Section; thence North 15°58'27" West, 650.47 feet, thence North 16°00'45" West, 3636.49 feet, thence North 15°51'02" West, 759.80 feet to a point on the West line of

said Section, distant thereon South 00°19'24" East, 445.13 feet from the Northwest corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

SUBJECT TO the following:

- a. RESERVING to the City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use.
- b. Liens for taxes and assessments then current and unpaid, if any, and to all easements, rights of way, encroachments, covenants, conditions, restrictions, reservations, and to all other matters of record.
- c. Any rights of way or encroachments which may be apparent during a visual inspection of subject property.

Policy of title insurance, if desired by the purchaser, shall be obtained by and at the expense of the purchaser.

These five properties are being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground location of property lines, the existence of encroachments, if any, or the condition of the property.

2. That the President or Vice President of this Board, or the General Manager of LADWP, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board be and they are hereby authorized, empowered, and directed to execute said five Right of Way Contracts and five Grant Deeds and subsequent amendments thereto, for and on behalf of the LADWP.

3. The City Council is requested to approve the Ordinance submitted herewith and authorize and direct the execution of said instrument as provided in Section 675(d)(2).

Sec. 2. 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.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

JUNE LAGMAY, City Clerk

By \_\_\_\_\_ Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By Eduardo Angeles by D.O.C.  
EDUARDO ANGELES  
Senior Assistant City Attorney

Date 5/8/13

File No. \_\_\_\_\_



P-84783

RESOLUTION NO. 013 190

(LADWP's Market Place Switching Station to  
Adelanto Switching Station  
Transmission Line Right of Way No. 72)  
(Right of Way Contracts and Grant Deeds  
to the State of California Department)

WHEREAS the State of California Department of Transportation (Caltrans), is widening  
US-Highway 395, north of Adelanto, California, in the unincorporated area of the County of  
San Bernardino and;

WHEREAS Caltrans requires certain portions of LADWP's certain real properties for the widening of  
US-Highway 395 purposes and Caltrans has offered to acquire the real properties they require for said  
uses, and;

WHEREAS the sale of the five certain real properties will require City Council approval, which takes  
several months, Caltrans requires rights of way to the five properties for immediate access and possession  
to commence construction; and

WHEREAS Caltrans has the power of eminent domain and this sale is being conducted in lieu of eminent  
domain proceedings, and;

WHEREAS it is found and determined that these five certain real properties are not required for  
Departmental purposes and said properties should be sold to Caltrans pursuant to  
Sections 385 and 675(d)(2) of the Los Angeles City Charter;

NOW THEREFORE BE IT RESOLVED:

1. That Caltrans be granted, for and in consideration of the sum of \$5,300, all that certain  
real property owned by the City of Los Angeles and under the management and control of the Department  
of Water and Power in the County of San Bernardino, State of California, described as:

Parcel 21371-1

That portion of Section 12, Township 7 North, Range 6 West,  
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Southern California Edison Company recorded December 18, 1969 in  
Book 7355, Page 381 of Official Records of said County, together with that  
portion of Section 1 of said Township and Range as described in a Final Order of  
Condemnation in favor of the City of Los Angeles Los Angeles Department of  
Water and Power recorded December 19, 1995 as Document No. 19950433737  
in said Official Records, all lying within a strip of land, 59.99 feet wide, the  
Easterly line of which is described as follows:

BEGINNING at a point on the West line of Section 18, distant thereon  
South 00°19'24" East, 445.13 feet from the Northwest corner of said Section;  
thence North 15°57'02" West, 2228.96 feet; thence North 15°59'00" West,

5612.81 feet; thence North 16°07'42" West, 1143.14 feet; thence North 15°42'57" West, 1342.69 feet; thence North 16°05'00" West, 1131.16 feet to a point on the North line of said Section 1, distant thereon South 89°35'17" West, 357.24 feet from the North quarter corner of said Section 1.

TOGETHER WITH that portion of said Section 1 described as follows:

COMMENCING at the intersection of the South line of said Section 1 with the Westerly sideline of said strip of land; thence along said Westerly sideline, North 15°59'00" West, 1882.62 feet; thence continuing along said sideline, North 16°07'42" West, 798.61 feet to the TRUE POINT OF BEGINNING; thence continuing along said sideline, North 16°07'42" West, 344.67 feet; thence continuing along said sideline, North 15°42'57" West, 255.78 feet; thence South 11°59'01" East, 168.46 feet; thence South 64°57'36" West, 56.49 feet; thence South 03°40'56" East, 83.94 feet; thence South 69°53'25" East, 95.58 feet; thence South 17°33'49" East, 285.29 feet to the TRUE POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

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BEGINNING at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

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**BEGINNING** at a point on the South line of said Section 18, distant thereon South 89°54'59" East, 1362.95 feet from the Southwest corner of said Section; thence North 15°58'27" West, 650.47 feet, thence North 16°00'45" West, 3636.49 feet, thence North 15°51'02" West, 759.80 feet to a point on the West line of said Section, distant thereon South 00°19'24" East, 445.13 feet from the Northwest corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

SUBJECT TO the following:

- a. RESERVING to the City of Los Angeles all water and water rights appurtenant, whether surface of subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use.
- b. Liens for taxes and assessments then current and unpaid, if any, and to all easements, rights of way, encroachments, covenants, conditions, restricts, reservations, and to all other matters of record.
- c. Any rights of way or encroachments which may be apparent during a visual inspection of subject property.

Policy of title insurance, if desired by the purchaser, shall be obtained by and at the expense of the purchaser.

These five properties are being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground location of property lines, the existence of encroachments, if any, or the condition of the property.


2. That the President or Vice President of this Board, or the General Manager of LADWP, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board be and they are hereby authorized, empowered, and directed to execute said five Right of Way Contracts and five Grant Deeds and subsequent amendments thereto, for and on behalf of the LADWP.

3. The City Council is requested to approve the Ordinance submitted herewith and authorize and direct the execution of said instrument as provided in Section 675(d)(2).

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held **MAR 05 2013**

  
Secretary

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
BY  
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY


**TRANSMITTAL**

0150-09858-0000

TO Ronald O. Nichols, General Manager Department of Water and Power	DATE JAN 09 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT NA	

**FIVE RIGHT OF WAY CONTRACTS THAT GRANT ACCESS ACROSS CITY OWNED LAND AND THE SALE OF FIVE CITY OWNED LAND PARCELS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY WIDENING PURPOSES**

Transmitted for further processing and Council consideration.  
See the City Administrative Officer report attached.

  
MAYOR  
Gaye Williams  
(COPY)

MAS:RPR:101300531

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: December 19, 2012

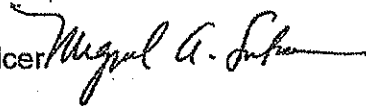
CAO File No.: 0150-09858-0000

Council File No.:

Council District: NA

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Transmittal from the Department of Water and Power dated September 20, 2012; referred by the Mayor for report on September 25, 2012

Subject: **FIVE RIGHT OF WAY CONTRACTS THAT GRANT ACCESS ACROSS CITY OWNED LAND AND THE SALE OF FIVE CITY OWNED LAND PARCELS TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY WIDENING PURPOSES**

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### SUMMARY

The Department of Water and Power (DWP; Department) requests authorization, by Ordinance, to grant five Right of Way Contracts (Contracts) and approve five Grant Deeds (Deeds) through the sale of 5.91 acres of City of Los Angeles (City) owned land to the State of California Department of Transportation (Caltrans) for highway widening purposes. The proposed action relates to City owned land located north of Adelanto, California, along U.S. Highway 395 (Highway). The DWP has determined that the portions of land required for widening the highway are not necessary for current or future Department operations, as defined in the City Charter Section 601 – property needed for the production, delivery, or conservation of water or power resources. Charter Section 675(d)(2) requires Council approval to dispose of real property. The City Attorney has approved the proposed resolution as to form and legality.

The DWP Transmission Line Right of Way No. 72 from the Adelanto Switching Station to the Market Place Switching Station is located adjacent to the Highway. Caltrans is widening the Highway and requires access and possession of certain property for the project. Specific project improvements include the construction of a four-foot median buffer and standard roadside shoulders with rumble strips along the median and each shoulder. DWP states that the Highway widening project, grant of the Right of Way Contracts, and Grant Deeds will not interfere with Department operations.

An appraisal was performed by Caltrans that valued the City owned property at \$2,380. According to the Department, the DWP real estate staff reviewed the property and determined a reasonable value to be \$5,300, which was subsequently accepted in a settlement agreement with Caltrans. It is noted by the Department that Caltrans has initiated legal action to expedite the condemnation of the property and forcibly take possession of the property. Caltrans claims that the legal action is necessary to comply with certain grant funding requirements of the highway widening project. If the requested condemnation is approved, the provisions of the settlement agreement will remain valid

including the \$5,300 payment to DWP.

Upon review of the attached DWP request, it is the opinion of this Office that the item can be approved, as the requested action appears to be reasonable and in accordance with City policies and procedures.

#### **RECOMMENDATION**

That the Mayor approve the proposed resolution authorizing an Ordinance to grant five Right of Way Contracts and approve five Grant Deeds, excluding all water and water rights, to the State of California Department of Transportation (Caltrans) for highway widening purposes across City of Los Angeles owned land located north of Adelanto, California, in the amount of \$5,300; and return the proposed resolution to the Department for further processing, including Council consideration.

#### **FISCAL IMPACT STATEMENT**

Approval of the proposed resolution will result in revenue to the Power Revenue Fund totaling \$5,300. Since the Department of Water and Power is bound only by the City Debt Management Policies, the City Financial Policies are not applicable. Approval of the proposed resolution will have no impact on the City's General Fund.

#### **TIME LIMIT FOR COUNCIL ACTION**

Pursuant to Charter Section 675(d)(2), "Powers and Duties of the Board – Real Estate Interests," subject to the water rights of the City, there is no time limit for Council action on agreements for real property or any rights in real property held by DWP that will be sold, leased or withdrawn from the Department's control.





Number
21371-1

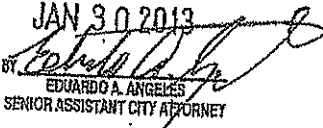
RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
BY   
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

- [CORPORATE SEAL]

State of California

} ss

ACKNOWLEDGMENT

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)  
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.

Signature \_\_\_\_\_ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

That portion of Section 12, Township 7 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, described in a right of way easement as 'Parcel 1' in a Final Order of Condemnation in favor of Southern California Edison Company recorded December 18, 1969 in Book 7355, Page 381 of Official Records of said County, together with that portion of Section 1 of said Township and Range as described in a Final Order of Condemnation in favor of the City of Los Angeles/Los Angeles Department of Water and Power recorded December 19, 1995 as Document No. 19950433737 in said Official Records, all lying within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

BEGINNING at a point on the West line of Section 18, distant thereon South 00°19'24" East, 445.13 feet from the Northwest corner of said Section; thence North 15°57'02" West, 2228.96 feet; thence North 15°59'00" West, 5612.81 feet; thence North 16°07'42" West, 1143.14 feet; thence North 15°42'57" West, 1342.69 feet; thence North 16°05'00" West, 1131.16 feet to a point on the North line of said Section 1, distant thereon South 89°35'17" West, 357.24 feet from the North quarter corner of said Section 1.

TOGETHER WITH that portion of said Section 1 described as follows:

COMMENCING at the intersection of the South line of said Section 1 with the Westerly sideline of said strip of land; thence along said Westerly sideline, North 15°59'00" West, 1882.62 feet; thence continuing along said sideline, North 16°07'42" West, 798.61 feet to the TRUE POINT OF BEGINNING; thence continuing along said sideline, North 16°07'42" West, 344.67 feet; thence continuing along said sideline, North 15°42'57" West, 255.78 feet; thence South 11°59'01" East, 168.46 feet; thence South 64°57'36" West, 56.49 feet; thence South 03°40'56" East, 83.94 feet; thence South 69°53'25" East, 95.58 feet; thence South 17°33'49" East, 285.29 feet to the TRUE POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: [Handwritten Signature]  
Professional Land Surveyor

Date: 8/10/11



---

_____	California	<u>08</u>	<u>SBd</u>	<u>395</u>	<u>24.5/33.8</u>	<u>0C1219</u>
		Dist.	Co.	Rte.	P.M.	Exp. Auth.
_____		<u>2012</u>				

---

REVISED OFFER

Los Angeles Department of Water and Power

Grantor(s)

THIS DOCUMENT NO. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 in the form of Highway Grant Deeds, covering the properties particularly described in the above instruments have been executed and delivered to Carolyn Fernandez, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) Grantee requires said property described in Documents No. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and grantee is compelled to acquire the property.
  - (C) Both grantor and grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
    - (A) Pay the undersigned grantor the sum of \$5,300.00, per the attached list in Item (10), for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
      - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
      - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.

(2A) continued:

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

This transaction will be handled through an internal escrow with Caltrans District 8, 464 West Fourth Street, 9<sup>th</sup> Floor, San Bernardino, CA 92401

3. Grantor warrants that there are no oral or written leases on all or any portion of the property which would interfere with the State's right of access granted pursuant to this agreement, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor that interferes with the State's right of access to the designated parcels of land for which the State has been granted right of access herein.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of access and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 3, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.
5. The acquisition price of the property being acquired in the transaction reflects the fair market value of such right of access to the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
6. The grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantor's risk and without expectation of payment if removed by the State.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work and done in a good and workmanlike manner. All structures, and improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The undersigned grantor(s) warrant that they are the owner(s) in fee simple of the property described and further agree to indemnify the State of all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming of the ownership of the property referred to in this document and that they have the exclusive right to grant the Permanent Construction Easement.
9. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay fair market value for repair of such damage.

10. RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

11. The total amount offered of \$5,300.00 includes the values given below for each individual parcel:

21371-1 valued at \$1,300.00  
21376-1 valued at \$ 1,000.00  
21407-1 valued at \$ 1,000.00  
21411-1 valued at \$ 1,000.00  
21800-1 valued at \$ 1,000.00

*In Witness Whereof*, the parties have executed this agreement the day and year first above written.


DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

Recommended for Approval:

By \_\_\_\_\_  
CAROLYN FERNANDEZ  
Associate Right of Way Agent

Date \_\_\_\_\_


STATE OF CALIFORNIA  
Department of Transportation


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

For: DEENA LESTER  
Right of Way Acquisition District 8  
San Bernardino Office  
Southern Right of Way Region

APPROVED:

\_\_\_\_\_  
Date

  
ARAM BENYAMIN  
Senior Assistant General Manager  
Power System

  
Power System Right of Way Engineering  
Right of Way Engineer  
Power System

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**



RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4<sup>th</sup> STREET, 6<sup>th</sup> FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention C.R. Beckley - MS 648

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax (Govt. Code 6103, 27838 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**GRANT DEED  
(CORPORATION)**

District	County	Route	Post	Number
08	SBd	395	27.4	21376

\_\_\_\_\_ The City of Los Angeles, a municipal \_\_\_\_\_ corporation organized  
and existing under and by virtue of the laws of the State of \_\_\_\_\_ California \_\_\_\_\_, does hereby  
GRANT to the STATE OF CALIFORNIA all that real property in the \_\_\_\_\_ unincorporated area \_\_\_\_\_  
County of \_\_\_\_\_ San Bernardino \_\_\_\_\_, State of California, described as:

See Exhibit "A"

08-SBd-395-PM 27.4-21376(21376-1)

P-84783

Number
21376-1


RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2018  
BY   
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

08-SBd-395-PM 27.4-21376(21376-1)

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

[CORPORATE SEAL]

State of California

} SS

ACKNOWLEDGMENT

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)  
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.

Signature \_\_\_\_\_ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

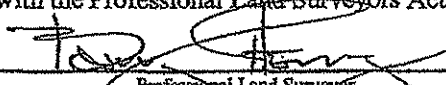
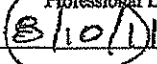
That portion of the North half of the South half of the South half of the Southwest quarter of Section 36, Township 8 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles/Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433736 in Official Records of said County, bounded on the East by the Easterly line of said grant deed and bounded on the West by the Westerly line of a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 36, distant thereon South  $89^{\circ}35'17''$  West, 357.24 feet from the South quarter corner of said Section; thence North  $16^{\circ}05'00''$  West, 1969.71 feet; thence North  $16^{\circ}01'57''$  West; 6231.90 feet to the North line of the Southwest quarter of Section 25; distant thereon North  $88^{\circ}48'50''$  East, 41.40 feet from the West quarter corner of said Section 25.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

  
Professional Land Surveyor  


Date: \_\_\_\_\_





(2A) continued:

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

This transaction will be handled through an internal escrow with Caltrans District 8, 464 West Fourth Street, 9<sup>th</sup> Floor, San Bernardino, CA 92401

3. Grantor warrants that there are no oral or written leases on all or any portion of the property which would interfere with the State's right of access granted pursuant to this agreement, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor that interferes with the State's right of access to the designated parcels of land for which the State has been granted right of access herein.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of access and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 3, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.
5. The acquisition price of the property being acquired in the transaction reflects the fair market value of such right of access to the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
6. The grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantor's risk and without expectation of payment if removed by the State.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work and done in a good and workmanlike manner. All structures, and improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The undersigned grantor(s) warrant that they are the owner(s) in fee simple of the property described and further agree to indemnify the State of all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming of the ownership of the property referred to in this document and that they have the exclusive right to grant the Permanent Construction Easement.
9. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay fair market value for repair of such damage.

10. RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
  - b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.
11. The total amount offered of \$5,300.00 includes the values given below for each individual parcel:

21371-1 valued at \$1,300.00  
21376-1 valued at \$ 1,000.00  
21407-1 valued at \$ 1,000.00  
21411-1 valued at \$ 1,000.00  
21800-1 valued at \$ 1,000.00

*In Witness Whereof*, the parties have executed this agreement the day and year first above written.

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
*Eduardo A. Angeles*  
BY EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

**Recommended for Approval:**

By \_\_\_\_\_  
CAROLYN FERNANDEZ  
Associate Right of Way Agent

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
Department of Transportation

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

For: DEENA LESTER  
Right of Way Acquisition District 8  
San Bernardino Office  
Southern Right of Way Region

APPROVED:

\_\_\_\_\_  
Date

*g* \_\_\_\_\_  
ARAM BENYAMIN  
Senior Assistant General Manager  
Power System

*Btz* \_\_\_\_\_  
Power System Right of Way Engineering  
Right of Way Engineer  
Power System

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**





Number
21407-1

RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
BY EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

08-SBd-395-PM 33.7-21407 (21407-1)

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Department of Water and Power of the City of Los Angeles  
By Board of Water and Power Commissioners of

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

Date: \_\_\_\_\_

And: \_\_\_\_\_

[CORPORATE SEAL]

State of California

} ss

ACKNOWLEDGMENT

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)  
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.

Signature \_\_\_\_\_ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

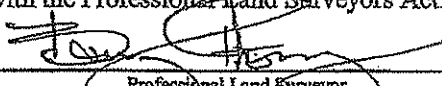
That portion of the South half of the South half of the Southwest quarter of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles/Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 1995-433735 in Official Records of said County, included within a strip of land, 119.98 feet wide, lying 59.99 feet on each side of the following described line:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

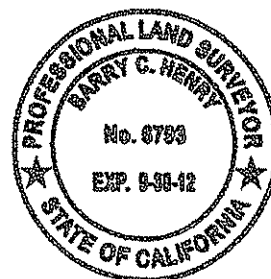
Signature: \_\_\_\_\_



Professional Land Surveyor

Date: \_\_\_\_\_

8/10/11



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_____ , California	<u>08</u>	<u>SBd</u>	<u>395</u>	<u>24.5/33.8</u>	<u>0C1219</u>
	Dist.	Co.	Rte.	P.M.	Exp. Auth.
<u>2012</u>					

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**REVISED OFFER**

Los Angeles Department of Water and Power

Grantor(s)

THIS DOCUMENT NO. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 in the form of Highway Grant Deeds, covering the properties particularly described in the above instruments have been executed and delivered to Carolyn Fernandez, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) Grantee requires said property described in Documents No. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and grantee is compelled to acquire the property.
  - (C) Both grantor and grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
    - (A) Pay the undersigned grantor the sum of \$5,300.00, per the attached list in Item (10), for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
      - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
      - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.

(2A) continued:

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

This transaction will be handled through an internal escrow with Caltrans District 8, 464 West Fourth Street, 9<sup>th</sup> Floor, San Bernardino, CA 92401

3. Grantor warrants that there are no oral or written leases on all or any portion of the property which would interfere with the State's right of access granted pursuant to this agreement, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor that interferes with the State's right of access to the designated parcels of land for which the State has been granted right of access herein.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of access and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 3, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.
5. The acquisition price of the property being acquired in the transaction reflects the fair market value of such right of access to the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
6. The grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantor's risk and without expectation of payment if removed by the State.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work and done in a good and workmanlike manner. All structures, and improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The undersigned grantor(s) warrant that they are the owner(s) in fee simple of the property described and further agree to indemnify the State of all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming of the ownership of the property referred to in this document and that they have the exclusive right to grant the Permanent Construction Easement.
9. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay fair market value for repair of such damage.

10. RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
  - b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.
11. The total amount offered of \$5,300.00 includes the values given below for each individual parcel:
- 21371-1 valued at \$1,300.00
  - 21376-1 valued at \$ 1,000.00
  - 21407-1 valued at \$ 1,000.00
  - 21411-1 valued at \$ 1,000.00
  - 21800-1 valued at \$ 1,000.00

*In Witness Whereof*, the parties have executed this agreement the day and year first above written.


DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

Recommended for Approval:

By \_\_\_\_\_  
CAROLYN FERNANDEZ  
Associate Right of Way Agent

Date \_\_\_\_\_

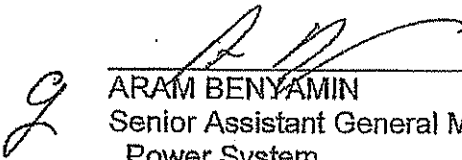
STATE OF CALIFORNIA  
Department of Transportation

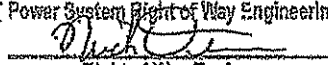
By: \_\_\_\_\_

For: DEENA LESTER  
Right of Way Acquisition District 8  
San Bernardino Office  
Southern Right of Way Region

APPROVED:

\_\_\_\_\_ Date

  
ARAM BENYAMIN  
Senior Assistant General Manager  
Power System

*Blc* Power System Right of Way Engineering  
  
Right of Way Engineer  
Power System

No Obligation Other Than Those Set Forth Herein Will Be Recognized



RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4<sup>th</sup> STREET, 6<sup>th</sup> FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention C.R. Beckley - MS 648

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax (Govt. Code 6103, 27838 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**GRANT DEED**  
(CORPORATION)

District	County	Route	Post	Number
08	SBd	395	33.8	21411

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The City of Los Angeles, a municipal corporation organized and existing under and by virtue of the laws of the State of California, does hereby GRANT to the STATE OF CALIFORNIA all that real property in the unincorporated area County of San Bernardino, State of California, described as:

See Exhibit "A"

Number
21411-1

RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
BY EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

[CORPORATE SEAL]

State of California

} ss

ACKNOWLEDGMENT

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)  
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.

Signature \_\_\_\_\_ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

That portion of the North half of the South half of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles/Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433734 in Official Records of said County, included within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

BEGINNING at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

*[Handwritten Signature]*  
Professional Land Surveyor  
8/10/10

Date: \_\_\_\_\_



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_____ , California	<u>08</u>	<u>Sbd</u>	<u>395</u>	<u>24.5/33.8</u>	<u>0C1219</u>
	Dist.	Co.	Rte.	P.M.	Exp. Auth.
<u>_____</u>	<u>2012</u>				

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REVISED OFFER

Los Angeles Department of Water and Power

Grantor(s)

THIS DOCUMENT NO. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 in the form of Highway Grant Deeds, covering the properties particularly described in the above instruments have been executed and delivered to Carolyn Fernandez, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) Grantee requires said property described in Documents No. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and grantee is compelled to acquire the property.
  - (C) Both grantor and grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
    - (A) Pay the undersigned grantor the sum of \$5,300.00, per the attached list in Item (10), for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
      - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
      - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.

(2A) continued:

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

This transaction will be handled through an internal escrow with Caltrans District 8, 464 West Fourth Street, 9<sup>th</sup> Floor, San Bernardino, CA 92401

3. Grantor warrants that there are no oral or written leases on all or any portion of the property which would interfere with the State's right of access granted pursuant to this agreement, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor that interferes with the State's right of access to the designated parcels of land for which the State has been granted right of access herein.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of access and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 3, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.
5. The acquisition price of the property being acquired in the transaction reflects the fair market value of such right of access to the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
6. The grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantor's risk and without expectation of payment if removed by the State.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work and done in a good and workmanlike manner. All structures, and improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The undersigned grantor(s) warrant that they are the owner(s) in fee simple of the property described and further agree to indemnify the State of all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming of the ownership of the property referred to in this document and that they have the exclusive right to grant the Permanent Construction Easement.
9. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay fair market value for repair of such damage.

10. RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
  - b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.
11. The total amount offered of \$5,300.00 includes the values given below for each individual parcel:
- 21371-1 valued at \$1,300.00
  - 21376-1 valued at \$ 1,000.00
  - 21407-1 valued at \$ 1,000.00
  - 21411-1 valued at \$ 1,000.00
  - 21800-1 valued at \$ 1,000.00

*In Witness Whereof*, the parties have executed this agreement the day and year first above written.

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

**Recommended for Approval:**

By \_\_\_\_\_  
CAROLYN FERNANDEZ  
Associate Right of Way Agent

Date \_\_\_\_\_


STATE OF CALIFORNIA  
Department of Transportation

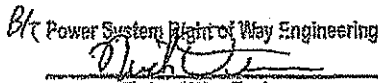
By: \_\_\_\_\_

For: DEENA LESTER  
Right of Way Acquisition District 8  
San Bernardino Office  
Southern Right of Way Region

APPROVED:

\_\_\_\_\_ Date

 \_\_\_\_\_  
ARAM BENYAMIN  
Senior Assistant General Manager  
Power System

 \_\_\_\_\_  
Power System Right of Way Engineering  
Right of Way Engineer  
Power System

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**





Number
21800-1


RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

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- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
BY   
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

[CORPORATE SEAL]

State of California }  
County of \_\_\_\_\_ } ss

**ACKNOWLEDGMENT**

On \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)  
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.

Signature \_\_\_\_\_ (Seal)

**THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

That portion of Government Lot 2 in the Southwest quarter of Section 18, Township 7 North, Range 5 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of the County of San Bernardino, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles/Department of Water and Power in a Judgment and Final Order recorded December 19, 1995 as Document No. 19950433739 in Official Records of said County, lying within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

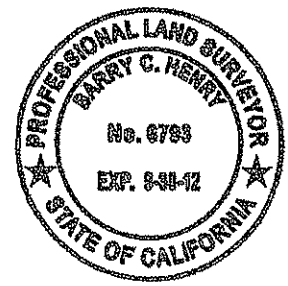
BEGINNING at a point on the South line of said Section 18, distant thereon South  $89^{\circ}54'59''$  East, 1362.95 feet from the Southwest corner of said Section; thence North  $15^{\circ}58'27''$  West, 650.47 feet, thence North  $16^{\circ}00'45''$  West, 3636.49 feet, thence North  $15^{\circ}57'02''$  West, 759.80 feet to a point on the West line of said Section, distant thereon South  $00^{\circ}19'24''$  East, 445.13 feet from the Northwest corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature:   
Professional Land Surveyor

Date: 8/10/11



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_____ California	<u>08</u>	<u>SBd</u>	<u>395</u>	<u>24.5/33.8</u>	<u>0C1219</u>
	Dist.	Co.	Rte.	P.M.	Exp. Auth.
<u>2012</u>					

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REVISED OFFER

Los Angeles Department of Water and Power

Grantor(s)

THIS DOCUMENT NO. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 in the form of Highway Grant Deeds, covering the properties particularly described in the above instruments have been executed and delivered to Carolyn Fernandez, Associate Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
  - (B) Grantee requires said property described in Documents No. 21371-1, 21376-1, 21407-1, 21411-1, and 21800-1 for State highway purposes, a public use for which grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and grantee is compelled to acquire the property.
  - (C) Both grantor and grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
- (A) Pay the undersigned grantor the sum of \$5,300.00, per the attached list in Item (10), for the property or interest conveyed by the above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.

(2A) continued:

- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

This transaction will be handled through an internal escrow with Caltrans District 8, 464 West Fourth Street, 9<sup>th</sup> Floor, San Bernardino, CA 92401

3. Grantor warrants that there are no oral or written leases on all or any portion of the property which would interfere with the State's right of access granted pursuant to this agreement, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor that interferes with the State's right of access to the designated parcels of land for which the State has been granted right of access herein.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of access and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on May 3, 2012 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.
5. The acquisition price of the property being acquired in the transaction reflects the fair market value of such right of access to the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
6. The grantor(s) agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at grantor's risk and without expectation of payment if removed by the State.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws ordinances, and regulations relating to such work and done in a good and workmanlike manner. All structures, and improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
8. The undersigned grantor(s) warrant that they are the owner(s) in fee simple of the property described and further agree to indemnify the State of all adverse claims, and to pay all of the State's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming of the ownership of the property referred to in this document and that they have the exclusive right to grant the Permanent Construction Easement.
9. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay fair market value for repair of such damage.

10. RESERVING TO THE City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use, if any.

FURTHER RESERVING unto the CITY OF LOS ANGELES, a municipal corporation, a permanent easement and right of way for the purpose of constructing, operating and maintaining electric power transmission lines and related appurtenances, and to have and keep said right of way free from hazards to said facilities and obstructions to said construction, operation and maintenance, and to have at all times the free use and access of the surface of said right of way for said purposes, unobstructed by the placing, storing, parking, constructing and maintaining of flammable material, parked motor vehicles, trailers or living accommodations, objects of such bulk or nature as to interfere with travel and the deployment of men and equipment, or structures of any kind or nature whatsoever other than agricultural fences located at reasonable intervals approved by Grantee, in which event gates 16 feet wide, with interlocking devices, shall be provided, notwithstanding grantee's use of said easement as a public thoroughfare and all incidents thereto.

SUBJECT TO the following terms and conditions:

- a. Any and all easements, covenants, conditions, restrictions, encroachments and other matters of record, and subject to any rights of way or encroachments which may be apparent by a visual inspection of said real property.
- b. This property is being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground locations of property lines, the existence of encroachments, if any, or the condition of the property.

11. The total amount offered of \$5,300.00 includes the values given below for each individual parcel:

21371-1 valued at \$1,300.00  
21376-1 valued at \$ 1,000.00  
21407-1 valued at \$ 1,000.00  
21411-1 valued at \$ 1,000.00  
21800-1 valued at \$ 1,000.00

*In Witness Whereof*, the parties have executed this agreement the day and year first above written.


DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES

By \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013  
  
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY

Recommended for Approval:

By \_\_\_\_\_  
CAROLYN FERNANDEZ  
Associate Right of Way Agent

\_\_\_\_\_  
Date

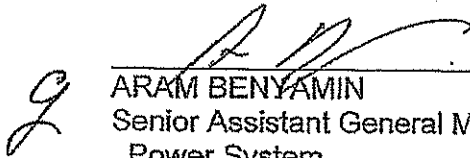
STATE OF CALIFORNIA  
Department of Transportation

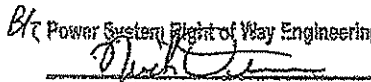
By: \_\_\_\_\_

For: DEENA LESTER  
Right of Way Acquisition District 8  
San Bernardino Office  
Southern Right of Way Region

APPROVED:

\_\_\_\_\_  
Date



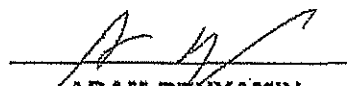
  
ARAM BENYAMIN  
Senior Assistant General Manager  
Power System

  
Power System Right of Way Engineering  
Right of Way Engineer  
Power System

No Obligation Other Than Those Set Forth Herein Will Be Recognized



**LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) BOARD APPROVAL LETTER**

<b>TO: BOARD OF WATER AND POWER COMMISSIONERS</b>		<b>DATE: February 1, 2013</b>
 <b>GARY WONG</b> Assistant General Manager - Systems Support Division		<b>SUBJECT:</b>  Five Right of Way Contracts and Grant Deeds to the State of California Department of Transportation  (Real Estate File P-84783)
 <b>RONALD O. NICHOLS</b> General Manager		
 <b>ARAM BENYAMIN</b> Senior Assistant General Manager - Power System		<b>FOR COMMISSION OFFICE USE:</b>  RESOLUTION NO. _____
<b>CITY COUNCIL APPROVAL                  REQUIRED: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></b>	<b>IF YES, BY WHICH CITY                  CHARTER SECTIONS: 385 and                  675(d)(2)</b>	

**PURPOSE**

The attached Resolution recommends approval of five Right of Way Contracts (Contracts) and Grant Deeds (Deeds), approved as to form and legality by the City Attorney, which, if adopted, will grant access and the sale of certain real properties to the State of California Department of Transportation (Caltrans), over portions of LADWP properties for the purpose of widening the US-Highway 395 (Highway) located north of Adelanto, California.

**COST AND DURATION**

The sale of the five properties will generate \$5,300 to the Power Revenue Fund.

**BACKGROUND**

Caltrans is widening the Highway to provide a four-foot median buffer and standard shoulders with ground-in rumble strips along each shoulder and each edge of the median. LADWP's Market Place Switching Station to Adelanto's Switching Station Transmission Line Right of Way No. 72, is located adjacent to the Highway where Caltrans requires immediate access and certain real property for widening the Highway.

LADWP has determined that those portions of certain real property required for widening the Highway are not needed for LADWP purposes; and the grant of the Contracts and Deeds will not interfere with LADWP operations.

Board of Water and Power Commissioners  
Page 2  
February 1, 2013

The five properties being sold to Caltrans comprise 5.91 acres. Caltrans submitted an appraisal in the amount of \$2,380. After prolonged negotiations and a desire by both parties to save time, effort, and avoid the risk of eminent domain litigation, both parties have settled on the amount of \$5,300. Real Estate staff have reviewed the settlement amount and determined that the amount is reasonable.

Per City Charter Sections 385 and 675(d)(2), Los Angeles City Council approval is required. A City Administrative Officer report is attached.

#### **ENVIRONMENTAL DETERMINATION**

In accordance with the California Environmental Quality Act (CEQA), it has been determined that this work is exempt from further requirements under the Los Angeles City CEQA Guidelines, Article III, Class 5(4), Categorical Exemption.

#### **RECOMMENDATION**

It is requested that your Honorable Board adopt the attached Resolution recommending the Los Angeles City Council's approval to execute the Contracts and Deeds to Caltrans.

BKR-V

Attachments

e-c/att: Ronald O. Nichols  
Richard M. Brown  
Aram Benyamin  
James B. McDaniel  
Philip Leiber  
Gary Wong  
Reynan L. Ledesma  
Brandy K. Roybal-Valdez

P-84783

RESOLUTION NO. \_\_\_\_\_

(LADWP's Market Place Switching Station to  
Adelanto Switching Station  
Transmission Line Right of Way No. 72)  
(Right of Way Contracts and Grant Deeds  
to the State of California Department)

WHEREAS the State of California Department of Transportation (Caltrans), is widening  
US-Highway 395, north of Adelanto, California, in the unincorporated area of the County of  
San Bernardino and;

WHEREAS Caltrans requires certain portions of LADWP's certain real properties for the widening of  
US-Highway 395 purposes and Caltrans has offered to acquire the real properties they require for said  
uses, and;

WHEREAS the sale of the five certain real properties will require City Council approval, which takes  
several months, Caltrans requires rights of way to the five properties for immediate access and possession  
to commence construction; and

WHEREAS Caltrans has the power of eminent domain and this sale is being conducted in lieu of eminent  
domain proceedings, and;

WHEREAS it is found and determined that these five certain real properties are not required for  
Departmental purposes and said properties should be sold to Caltrans pursuant to  
Sections 385 and 675(d)(2) of the Los Angeles City Charter;

NOW THEREFORE BE IT RESOLVED:

1. That Caltrans be granted, for and in consideration of the sum of \$5,300, all that certain  
real property owned by the City of Los Angeles and under the management and control of the Department  
of Water and Power in the County of San Bernardino, State of California, described as:

Parcel 21371-1

That portion of Section 12, Township 7 North, Range 6 West,  
SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino  
County, State of California, according to the official plat thereof, described in a  
right of way easement as 'Parcel 1' in a Final Order of Condemnation in favor of  
Southern California Edison Company recorded December 18, 1969 in  
Book 7355, Page 381 of Official Records of said County, together with that  
portion of Section 1 of said Township and Range as described in a Final Order of  
Condemnation in favor of the City of Los Angeles Los Angeles Department of  
Water and Power recorded December 19, 1995 as Document No. 19950433737  
in said Official Records, all lying within a strip of land, 59.99 feet wide, the  
Easterly line of which is described as follows:

BEGINNING at a point on the West line of Section 18, distant thereon  
South 00°19'24" East, 445.13 feet from the Northwest corner of said Section;  
thence North 15°57'02" West, 2228.96 feet; thence North 15°59'00" West,

5612.81 feet; thence North 16°07'42" West, 1143.14 feet; thence North 15°42'57" West, 1342.69 feet; thence North 16°05'00" West, 1131.16 feet to a point on the North line of said Section 1, distant thereon South 89°35'17" West, 357.24 feet from the North quarter corner of said Section 1.

TOGETHER WITH that portion of said Section 1 described as follows:

COMMENCING at the intersection of the South line of said Section 1 with the Westerly sideline of said strip of land; thence along said Westerly sideline, North 15°59'00" West, 1882.62 feet; thence continuing along said sideline, North 16°07'42" West, 798.61 feet to the TRUE POINT OF BEGINNING; thence continuing along said sideline, North 16°07'42" West, 344.67 feet; thence continuing along said sideline, North 15°42'57" West, 255.78 feet; thence South 11°59'01" East, 168.46 feet; thence South 64°57'36" West, 56.49 feet; thence South 03°40'56" East, 83.94 feet; thence South 69°53'25" East, 95.58 feet; thence South 17°33'49" East, 285.29 feet to the TRUE POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21376-1

That portion of the North half of the South half of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433734 in Official Records of said County, included within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

BEGINNING at a point on the South line of said Section 34, distant thereon North 89°24'08" West, 1272.86 feet from the Southeast corner of said Section; thence North 13°06'58" West, 5553.56 feet to the North line of said Section, distant thereon South 89°47'27" East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21407-1

That portion of the South half of the South half of the Southwest quarter of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles/Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 1995-433735 in Official Records of said County, included within a strip of land, 119.98 feet wide, lying 59.99 feet on each side of the following described line:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North  $89^{\circ}24'08''$  West, 1272.86 feet from the Southeast corner of said Section; thence North  $13^{\circ}06'58''$  West, 5553.56 feet to the North line of said Section, distant thereon South  $89^{\circ}47'27''$  East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21411-1

That portion of the North half of the South half of the Southeast quarter of Section 34, Township 9 North, Range 6 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of San Bernardino County, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Los Angeles Department of Water and Power in a grant deed recorded December 19, 1995 as Document No. 19950433734 in Official Records of said County, included within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 34, distant thereon North  $89^{\circ}24'08''$  West, 1272.86 feet from the Southeast corner of said Section; thence North  $13^{\circ}06'58''$  West, 5553.56 feet to the North line of said Section, distant thereon South  $89^{\circ}47'27''$  East, 121.26 feet from the North quarter corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

Parcel 21800-1

That portion of Government Lot 2 in the Southwest quarter of Section 18, Township 7 North, Range 5 West, SAN BERNARDINO MERIDIAN, in the unincorporated area of the County of San Bernardino, State of California, according to the official plat thereof, as conveyed to the City of Los Angeles Department of Water and Power in a Judgment and Final Order recorded December 19, 1995 as Document No. 19950433739 in Official Records of said County, lying within a strip of land, 59.99 feet wide, the Easterly line of which is described as follows:

**BEGINNING** at a point on the South line of said Section 18, distant thereon South  $89^{\circ}54'59''$  East, 1362.95 feet from the Southwest corner of said Section; thence North  $15^{\circ}58'27''$  West, 650.47 feet, thence North  $16^{\circ}00'45''$  West, 3636.49 feet, thence North  $15^{\circ}51'02''$  West, 759.80 feet to a point on the West line of said Section, distant thereon South  $00^{\circ}19'24''$  East, 445.13 feet from the Northwest corner of said Section.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.99978596 to obtain ground level distances.

SUBJECT TO the following:

- a. RESERVING to the City of Los Angeles all water and water rights appurtenant, whether surface or subsurface, and also reserving all oil, gas, petroleum, or other mineral or hydrocarbon substances without the right to enter upon the surface of said land for such use.
- b. Liens for taxes and assessments then current and unpaid, if any, and to all easements, rights of way, encroachments, covenants, conditions, restrictions, reservations, and to all other matters of record.
- c. Any rights of way or encroachments which may be apparent during a visual inspection of subject property.

Policy of title insurance, if desired by the purchaser, shall be obtained by and at the expense of the purchaser.

These five properties are being sold "as is" without warranty or guarantee, either expressed or implied, as to zoning requirements, the ground location of property lines, the existence of encroachments, if any, or the condition of the property.

2. That the President or Vice President of this Board, or the General Manager of LADWP, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary, or the Acting Secretary of the Board be and they are hereby authorized, empowered, and directed to execute said five Right of Way Contracts and five Grant Deeds and subsequent amendments thereto, for and on behalf of the LADWP.

3. The City Council is requested to approve the Ordinance submitted herewith and authorize and direct the execution of said instrument as provided in Section 675(d)(2).

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

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Secretary

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

JAN 30 2013

BY   
EDUARDO A. ANGELES  
SENIOR ASSISTANT CITY ATTORNEY