

ORDINANCE NO. 184332

An ordinance approving Resolution No. 016-213 of the Board of Water and Power Commissioners authorizing the grant of an easement over 6.28 acres of the Mohave Switchyard property of the Mohave Steam Generating Station Project in Clark County, Nevada.

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

Section 1. The Department of Water and Power of the City of Los Angeles (LADWP), along with Southern California Edison Company (SCE), Nevada Power Company (dba "NV Energy"), and the Salt River Project Agricultural Improvement and Power District (collectively, the "MSGs Owners"), jointly owns and manages certain land in Clark County, State of Nevada, where the former Mohave Steam Generating Station Project (MSGs Project) was located. LADWP owns a 10% interest in the MSGs Project. The MSGs Owners agreed to grant the Big Bend Water District an easement for water pipeline purposes. The proposed water line easement will support future growth that developed along the perimeter of the MSGs Project.

Sec. 2. The Big Bend Water District will pay the Owners \$57,586.40 for the Easement. LADWP's share of the compensation will be \$5,758.64.

Sec. 3. The easement is set forth in **Exhibit "A,"** which is attached hereto and incorporated herein by this reference.

Sec 4. The Board of Water and Power Commissioners has adopted a resolution authorizing the grant of LADWP's interest in the easement to Big Bend Water District, and requesting the City Council to authorize by ordinance the execution of the easement on behalf of the City of Los Angeles, as provided in Section 675(d)(2) of the Los Angeles Charter, in order to consummate this transaction.

Sec. 5. The sale of LADWP's interest in the easement to Big Bend Water District is hereby authorized. The President, or the Vice President of the Board of Water and Power Commissioners, or the General Manager of the Department of Water and Power, or such person as the General Manager shall designate in writing, and by the Secretary, Assistant Secretary or the Acting Secretary, are authorized and directed to execute the easement on behalf of the City of Los Angeles, both being previously approved as to form and legality by the City Attorney.


Sec. 6. 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 MAY 31 2016.

HOLLY L. WOLCOTT, City Clerk


By  Deputy

Approved 6/7/16

 Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
TIMOTHY J. CHUNG
Deputy City Attorney

Date: 4/26/16

File No. 16-0328

EXHIBIT "A"
EASEMENT

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770

TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: City of Laughlin
APN: 264-26-000-002;
264-21-501-002; and
264-24-101-001
RP File No.: GRT200272223
Affects SCE Documents:
267783

DOCUMENTARY TRANSFER TAX \$	Serial 88287A Service Order 800227742
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SOUTHERN CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APPROVED REAL PROPERTIES DEPARTMENT BY LC DATE 12/09/2014

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation and NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district, organized and existing under the Laws of the State of Arizona and THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, hereinafter called "Grantor", do hereby grant to BIG BEND WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "Grantee", an easement for water pipeline purposes, in, on, under, over, along and across that certain real property in the City of Laughlin, County of Clark, State of Nevada, described as follows:

The North one-half of the Northeast quarter of Section 21; all of Section 23; Government Lots 7 and 8 in Fractional Section 24; and the North one-half of the Southeast quarter of Section 26 all in Township 32 South, Range 66 East, Mount Diablo Base and Meridian, in the County of Clark, State of Nevada, according of the Official Plat of said Land as filed in the District Land Office.

Said water pipeline easement is more particularly described on the Exhibit(s) "A-1, A-2 and A-3" and more particularly depicted on the Exhibit(s) "B-1 and B-2", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and

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appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.

2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.
4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of twenty-seven (27.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
 - a. said real property is not so used;
 - b. said real property shall be vacated as a water pipeline right of way; or
 - c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against

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Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
14. The rights hereby granted are not necessary or useful in the performance of the duties of said Grantor to the public.
15. Grantee agrees to maintain the above described real property.
16. Grantee shall place identification and location markers of a number, location and nature suitable to Grantor, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the above described real property.
17. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than forty-eight (48) inches below the surface of the ground, shall be capable of supporting three-axle vehicles weighing up to forty (40) tons, and shall be of such type of construction and material as to be sufficient and safe for the purpose for which they are to be used.
18. Grantee shall promptly and properly replace the earth over any underground facilities, shall tamp or water-settle such earth so that no depressions shall be left or shall develop in the surface of the ground over said underground facilities, and shall restore the surface of the ground over said underground facilities to as near its original condition and appearance as possible.
19. Any pipeline shall be constructed to withstand a pressure equal to at least one hundred fifty percent (150%) of its maximum operating pressure.
20. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the

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contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this _____ day of _____, 20____.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____

Name _____

Title _____

SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT, an
agricultural improvement district, organized
and existing under the Laws of the State of
Arizona

By _____

Name _____

Title _____

By _____

Name _____

Title _____

THE DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES, a
department organized and existing under the
Charter of the City of Los Angeles

By _____

Name _____

Title _____

By _____

Name _____

Title _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. BEUER, CITY ATTORNEY

MAR - 1 2016

BY _____

TIMOTHY J. CHUNG
DEPUTY CITY ATTORNEY

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NEVADA POWER COMPANY, a Nevada
corporation, d/b/a NV ENERGY

By *Randal D. Cagle*

Name RANDAL D. CAGLE

Title MANAGER LAND RESOURCES

By _____

Name _____

Title _____

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

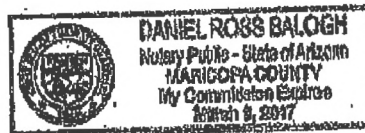
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State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 27th day of January 2015
by David Rousseau, President of Salt River Project Agricultural (name and title of position).
Improvement and Power District

D. R. Balogh
Signature of Notary Public



Daniel Balogh
Name Printed

My Commission Expires: 3/3/2017

State of Arizona

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____
by _____ (name and title of position).

Signature of Notary Public

Name Printed

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of SAN BERNARDINO)

On AUGUST 12, 2015 before me, CAROL J. BROWN, a Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

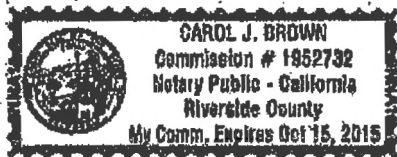
CAROL D. KAY

Name(s) of Signer(s)

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

Carol J. Brown
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT (Serial 69297) Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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State of Nevada)

County of Clark)

This Instrument was acknowledged before me on _____, 2014, by
_____ as _____ of Nevada Power Company, a
Nevada corporation d/b/a NV Energy.

Signature of Notary Public

Printed Name

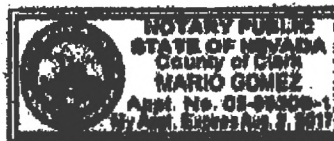
State of Nevada)

County of Clark)

This Instrument was acknowledged before me on March 12, ²⁰¹⁵~~2014~~, by
Randal D. Cagle as Manager, Land Resources of Nevada Power Company, a
Nevada corporation d/b/a NV Energy.

Mario Gomez
Signature of Notary Public

Mario Gomez
Printed Name



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GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this _____ day of _____, 20____.

BIG BEND WATER DISTRICT, a political
subdivision of the State of Nevada

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

State of Nevada)

County of _____)

This Instrument was acknowledged before me on _____, 2014, by
_____ as _____ of Nevada Power Company, a
Nevada corporation d/b/a NV Energy.

Signature of Notary Public

Printed Name

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State of Nevada)

County of _____)

This Instrument was acknowledged before me on _____, 2014, by
_____ as _____ of Nevada Power Company, a
Nevada corporation d/b/a NV Energy.

Signature of Notary Public

Printed Name

"EXHIBIT A1"

A description of real property being situate in the Northwest Quarter of the Northeast quarter of Section 21, Township 32 South, Range 66 East, Mount Diablo Meridian, Clark County, Nevada, being more particularly described as follows:

A strip of land 20.00 feet in width lying 10.00 feet on either side of the following described line;

Commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter of said section 21; Thence South $89^{\circ}53'40''$ East along the North line of said Northwest Quarter, a distance of 131.02 feet to the Point of Beginning (P.O.B.); Thence South $52^{\circ}44'06''$ West a distance of 163.92 feet to a point on the West line of the aforementioned Northwest Quarter; Thence South $00^{\circ}19'29''$ East along said West line, a distance of 286.71 feet to the Point of Terminus (P.O.T.).

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the West line and the North line of the Northwest Quarter of the Northeast Quarter of the aforementioned section 21.

The lands described herein contain 6,058 square feet, more or less.

Basis of Bearings:

The Basis of bearings for this survey is South $89^{\circ}53'40''$ East being the North line of the Northwest Quarter of the Northeast Quarter of Section 21, Township 32 South, Range 66 East M.D.M. as also show on Record of Survey File 103, Page 40 on file in the office of the Recorder, Clark County, Nevada

References:

- 1) Exhibit 'B1' A.P.N. 264-21-501-002 DESCRIPTION DIAGRAM attached hereto and made a part hereof
- 2) Record of Survey File 103, Page 40

Darrell T. Harness P.L.S.
Professional Land Surveyor
Nevada License No. 3197
Principal Land Surveyor, LVVWD



Portion of A.P.N. 264-21-501-002

DTH/jlw

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"EXHIBIT A2"

A description of real property being situate in the North half of the Southeast Quarter of Section 26, Township 32 South, Range 66 East, Mount Diablo Meridian, Clark County, Nevada, being more particularly described as follows:

Commencing at the Southeast corner of said North half; Thence South $87^{\circ}06'11''$ West along the South line of said North half, a distance of 680.50 feet to the Point of Beginning (P.O.B.); Thence continuing along said South line South $87^{\circ}06'11''$ West, a distance of 139.89 feet to the beginning of a non-tangent curve, concave Northwesterly having a radius of 970.00 feet, a radial bearing to said point bears South $11^{\circ}16'22''$ East; Thence Northeasterly along the arc of said curve through a central angle of $14^{\circ}15'30''$, an arc length of 241.39; Thence North $90^{\circ}00'00''$ East, a distance of 65.54 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 1000 feet, a radial bearing to said point bears South $28^{\circ}55'19''$ East; Thence Northeasterly along the arc of said curve through a central angle of $59^{\circ}57'02''$, an arc length of 1046.33 to a point on the East line of the aforementioned North half; Thence South $00^{\circ}35'21''$ East, along said East line, a distance of 218.63 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 1030.00 feet, a radial bearing to said point bears South $76^{\circ}37'22''$ East; Thence Southwesterly along the arc of said curve through a central angle of $49^{\circ}19'24''$, and arc length of 886.68 feet; Thence North $90^{\circ}00'00''$ West, a distance of 69.58 feet to the beginning of a non-tangent curve concave Northwesterly having a radius of 1000.00 feet, a radial bearing to said point bears South $23^{\circ}45'15''$ East; Thence Southwesterly along the arc of said curve through a central angle of $04^{\circ}31'35''$, an arc length of 79.00 feet to the a point on the South line of said North half, said point is also the Point of Beginning (P.O.B.).

The lands described herein contain 35,450 square feet, more or less.

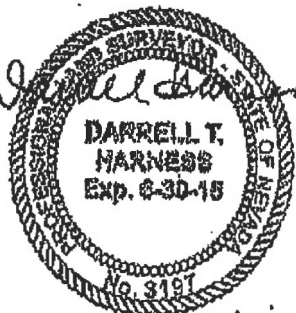
References:

- 1) Exhibit 'B2' (2C137200) EASEMENT AREA DESCRIPTION DIAGRAM attached hereto and made a part hereof
- 2) Record of Survey File 103, Page 40

Basis of Bearings:

The Basis of Bearings for this survey is South $87^{\circ}06'11''$ West, being the South line of the North half of the Southeast Quarter of Section 26, Township 32 South, Range 66 East M.D.M. as also shown on Record of Survey File 103, Page 40 on file in the office of the Recorder, Clark County, Nevada.

Darrell T. Harness P.L.S.
Professional Land Surveyor
Nevada License No. 3197
Principal Land Surveyor, LVVWD



Portion of A.P.N. 264-26-000-002

DTH/jlw

QA_PROJECTS\CONTRACT JOBS (DESIGN)\2C1372001\WORKING FILES\WORD\2C1372001 EASEMENT AREA.doc

"EXHIBIT A3"

A description of real property being a strip of land, situate in the Northeast Quarter (NE1/4) of Section 23 and the Northwest Quarter (NW1/4) of fractional Section 24, Township 32 South, Range 66 East, Mount Diablo Meridian, Clark County, Nevada, being more particularly described as follows:

All that portion of land described in that certain (Exhibit "A" Legal Description for Big Bend Drive - 80 foot Easement) as described in Book 941003, Instrument 00597 on file in the office of the Recorder, Clark County, Nevada.

The lands described herein contain 5.33 acres, more or less.

References:

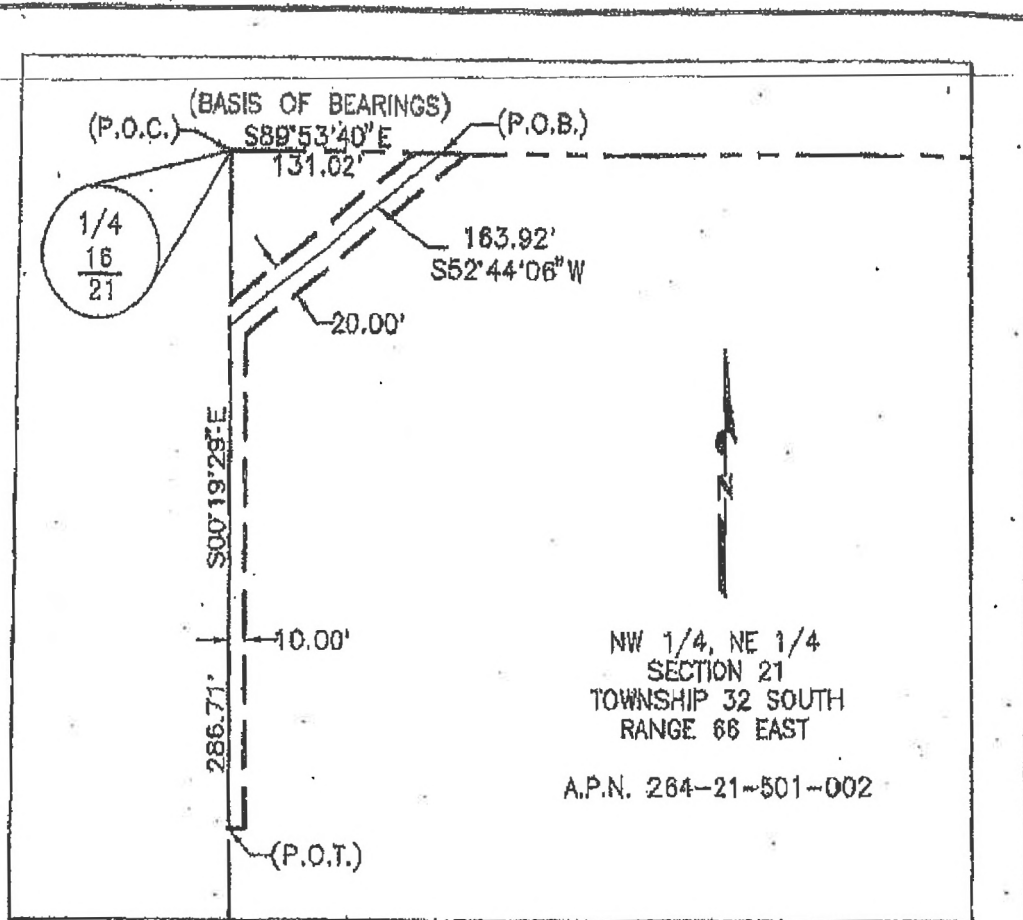
- 1) Book 941003, Instrument 00597 Exhibit "A" Legal Description for Big Bend Drive - 80 foot Easement by reference made a part hereof.

Darrell T. Harness P.L.S.
Professional Land Surveyor
Nevada License No. 3197
Principal Land Surveyor, LVVWD



Portion of A.P.N. 264-24-101-001

DTH/jlw
GA PROJECTS\CONTRACT JOBS (DESIGN)\10C1283001\WORKING FILES\WORD\10C1283001 BASEMENT SEC24 BIG
BEND DRIVE.doc



LEGEND

- SECTION LINES
- CENTERLINE EASEMENT AREA
- SIDELINES EASEMENT AREA
- (P.O.C.) POINT OF COMMENCEMENT
- (P.O.B.) POINT OF BEGINNING
- (P.O.T.) POINT OF TERMINATION

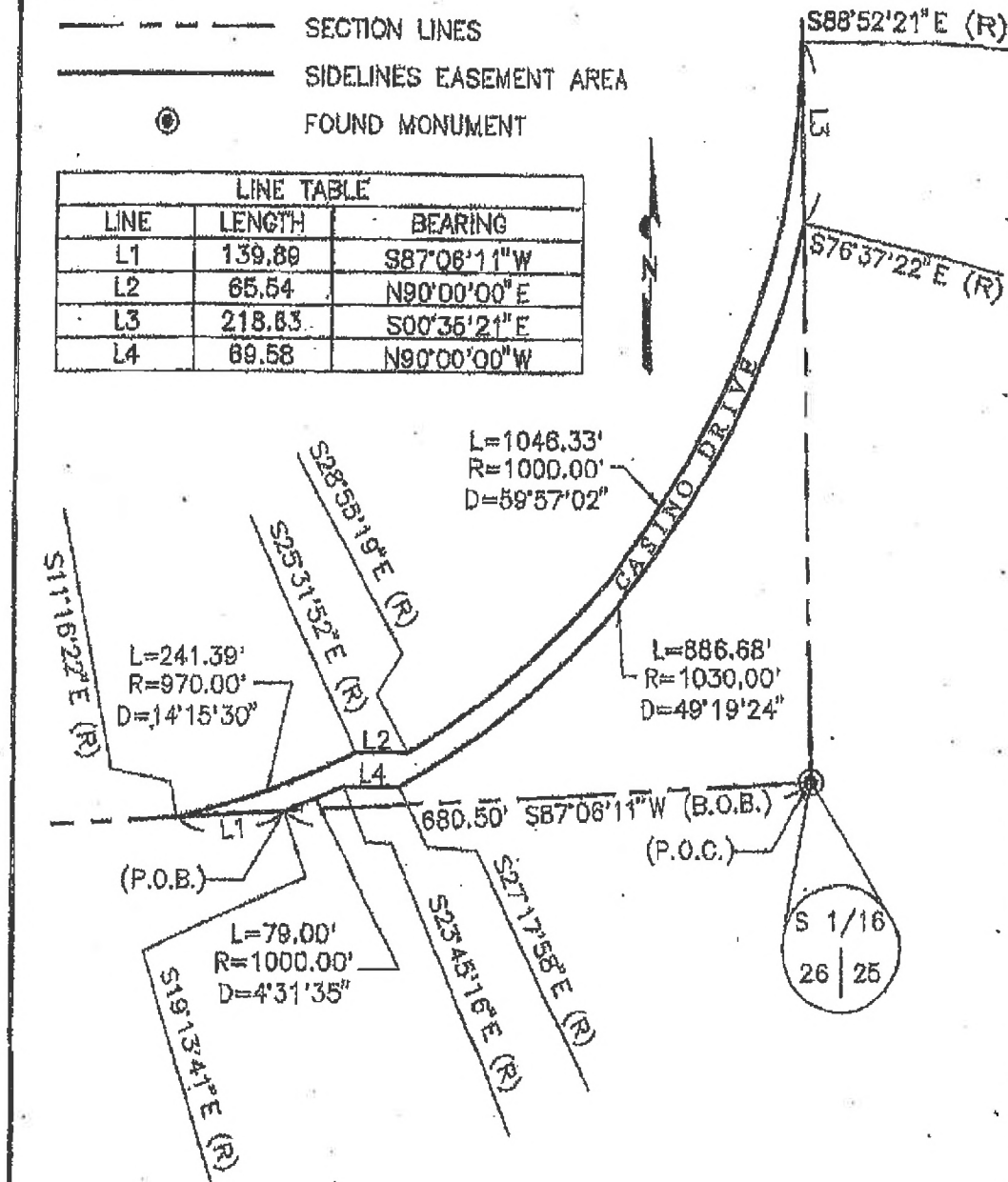
LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

<p>SCALE</p> <p>1" = 100'</p>	<p>DRAWN BY: JLW 10/09/14</p> <p>EDITED BY: JLW 10/09/14</p> <p>PLS: JLW 10/09/14</p>	<p>10C1285001</p> <p>A.P.N. 264-21-501-002</p> <p>DESCRIPTION DIAGRAM</p>	<p>LWWD.</p> <p>EX-B1</p> <p>PAGE 2 OF 2</p>
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LEGEND

- SECTION LINES
- SIDELINES EASEMENT AREA
- FOUND MONUMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	139.89	S87°06'11"W
L2	65.54	N90°00'00"E
L3	218.83	S00°36'21"E
L4	69.58	N90°00'00"W



LAS VEGAS VALLEY WATER DISTRICT SURVEY DRAWING

SCALE 1" = 200'	DRAWN BY: JLW 10/08/14	12C1372001 EASEMENT AREA DESCRIPTION DIAGRAM	LVVWD EX-B2 PAGE 2 OF 2
	EDITED BY: SFC 10/09/14 PLS: OTH 10/09/14		