ORDINANCE NO.	
---------------	--

An ordinance approving Resolution No. 016-226 of the Board of Water and Power Commissioners authorizing the grant of an easement over 1.39 acres of the Mohave Steam Generating Station Project property 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 Electric Lightwave, LLC an easement for communcations purposes. The proposed communications easement will serve the Laughlin, Nevada communit that has developed along the perimeter of the MSGS Project.

- Sec. 2. Electric Lightwave, LLC will pay the Owners \$52,000 for the Easement. LADWP's share of the compensation will be \$5,200.
- 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 Electric Lightwave, LLC, 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 Electric Lightwave, LLC 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.

Los Angeles, at its meeting of	was passed by the Council of the City of
	HOLLY L. WOLCOTT, City Clerk
	ByDeputy
Approved	
	Mayor
Approved as to Form and Legality	
MICHAEL N. FEUER, City Attorney	
TIMOTHY J. CHUNG Deputy City Attorney	
Date: 4/26/2016	
File No	

## **EXHIBIT "A"**

### **EASEMENT**

# recording requested by southern california edison company

recording requested by southern Caufornia Edison Company

2131 WALNUT GROVE AVENUE GOS - 2<sup>ND</sup> FLOOR ROSEMEAD, CA 91770

TITLE & REAL ESTATE SERVICES

BPACE ABOVE THIS LINE FOR RECORDER'S UBE

#### Masoment

Location: City of Laughlin AFN: 264-23-000-001; 264-24-101-001; 264-26-000-001; and 264-26-000-002 RP File No.: GRT201475934 Affects 60E Documents: 267763

DODUMENTARY TRANSFER TAX \$	Serial No. 69358A Service Order 800712458
Computed on Pull Value of Property Conveveo Or Computed on Pull Value Less Liens and Engumbrances remaining at time of Sale 80. Caur Edison Co.	approved Real properties Department
Bionature of declarant or agent determining tax firm name	By LG DATE 12/10/2014

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, DEPARTMENT OF WATER AND POWER FOR THE CITY OF LOS ANGELES, a department organized and existing under the Charter of the City of Los Angeles, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona and NEVADA POWER COMPANY, a Nevada corporation, dbz NV ENERGY, hereinafter called "Grantor", do(es) hereby grant to ELECTRIC LIGHTWAVE, LLC., a Delaware limited liability company, hereinafter called "Grantee", an easement for communication purposes, in, on, under, over, along and across that certain real property in the County of Clark, State of Nevada, described as follows:

Section 23, Township 32 South, Range 66 East, Mount Diable Meridian; Government Lots 7 and 8 in Fractional Section 24, Township 32 South, Range 66 East, Mount Diable Meridian; and the North half of the South half of Fractional Section 26, Township 32 South. Range 66 East, Mount Diable Meridian, all in the County of Clark, State of Nevada, according to the Official Plat of said land as filed in the District Land Office.

Said communication easement is more particularly described on the Exhibit(s) "A", "B" and "C" and more particularly depicted on the Exhibit(s) "A-1", "B-1" and "C-1", all 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, siter, 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 appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.

Grant of Easement S.C.E., a corporation to Electric Lightwave, LLC Serial No. 69358A RP FILE: GRT201475934 Affects SCE Document(s): 267783

- 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 Basemont grant.
- 3. The said Eassment 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. Grantes 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 employers 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.
- 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.
- 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.
- 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;
  - said real property shall be vacated as a communication 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 Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

Grant of Exsement S.C.E., a corporation to Electric Lightwave, LLC Serial No. 69358A RP FILE: GRT201475934 Affects SCE Document(s): 267783

- 10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Essement is secepted upon and subject to the express condition that the improvement for which the Essement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Essement (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 covanants, 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. Grantee agrees to maintain the above described real property.
- 15. Grantee shall place identification and location markers of a number, location and nature suitable to Granter, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the above described real property.
- 16. 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-axis 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.
- 17. 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.
- 18. It is expressly understood and agreed that this Easement is granted pursuant to the authority of and upon and subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, which by this reference is incorporated herein and made a part hereof.
- 19. 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 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.

Grant of Basement S.C.E., a corporation to Biscirlo Lightwave, LLC Serial No. 69358A RP FILE: GRT201475934 Affects SCE Document(s): 267783

IN WITHES WHEREOF, the unde	broigned Grantor endides have caused this instrument to be				
	SOUTHERN GALIFORNIA EDISON COMPANY, S COTPOTAGON				
	<b>B</b> y				
	Carol Okray Right of Way Agent Land Operations Division Real Properties Department				
AND	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				
Ву	Ву				
Name Barbara E. Moschos	Mame Marcie L. Edwards				
Title Board Secretary	Title General Manager				
approved as to form and legality Nichael N. Feuer, City attorney	SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona				
MAR 1 1 2016	Ву				
BY	Name				
TIMOTHY J. CHUNG DEPUTY CITY ATTORNEY	Title				
	NEVADA POWER COMPANY, a Nevada corporation, dba NV ENERGY  By Real Color Call  Name Rhudal B. Calle  Title Manager Land Resources				

and the second s	not the truthfulness, accuracy, or validity of that document.
State of California	).
County of <u>SAN BERNARDING</u>	,
	CAROL J. BROWN a notary public
Date	Hare Insert Name and Title of the Officer
personally appeared <u>CAROL Ole</u>	CRAY
	Name(e) of Signer(s)
subscribed to the within instrument and acknowledge	ory evidence to be the person(a) whose name(s) (Wax owledged to me that hatile/they executed the same in this fine their strument the person(s) acted, executed the instrument.
<del></del> h	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
GAROL J. BROWN	WITNESS my hand and official seal.
Commission # 9952782	4
Goraly Public - Collismia	Carol O Branco
Riverside County No Comp. Expires Cot 16, 2015 A	Signature Signature of Notary Public
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S.C.E., a corporation to Electric Lightwave, LLC Serial No. 69358A RP FILE: GRT20147593 Affects SCE Decument(s	, 4					
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My Commission Expires: August 2, 2017

S.C.E., a corporation to Dicotric Lightways, LLC Serial No. 69858A RP FILD: GRT201475984 Affects SCE Documentiel: 267783 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 ELECTRIC LIGHTWAVE, LLC., a Delawere limited liability company BY INTEGRA TELECON HOLLINGS, INC., an Oregon corporation Name: By: Name: Title: State of County of Notriv \_ before me. , who proved to me on the personally appeared basis of sofisfectory 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 capacitylies), 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.

Grant of Desament

I certify under PENALTY OF PERSURY under the laws of the State of \_\_\_\_\_\_ that the

foregoing paragraph is true and correct.

WITNESS my hand and official scal.

Signaturo .

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S.C. M., a comment on to
Merico Agritone, LLC
Senel No. 698586
RP FILE: Chrindle/18984
Affects SCH Documents):
267788

personally appeared who is the person(s) whose name(s) k/are subscribed to me on the basis of satisfactory cyldenoe to be the person(s) whose name(s) k/are subscribed to the within instrument and expendence to me that he/sha/they succuted the same in his/her/their sutforcived capacity(is), and that by kis/her/their alguarture(s) on the instrument the person(s), or the entity upon baball of which the person(s) soled, executed the instrument. State of County of ", em arodeo

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Signature ..



Cornerrodue vanu zamehinë

P.O. Box 22834 Bullhead City, AZ 86439

Phone: (928) 754-7878

Pax: (866) 916-0451

# EXELBIT A Utility Essement Parcel 264-23-000-001

A strip of land 10 feet in width lying within a portion of the north half of Section 23, Township 32 South, Range 66 Bast, Mount Diablo Meridian., in the County of Clark, State of Nevada, the centariine of said strip more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 23, said point shown as a 2" brass cap PLS 7004;

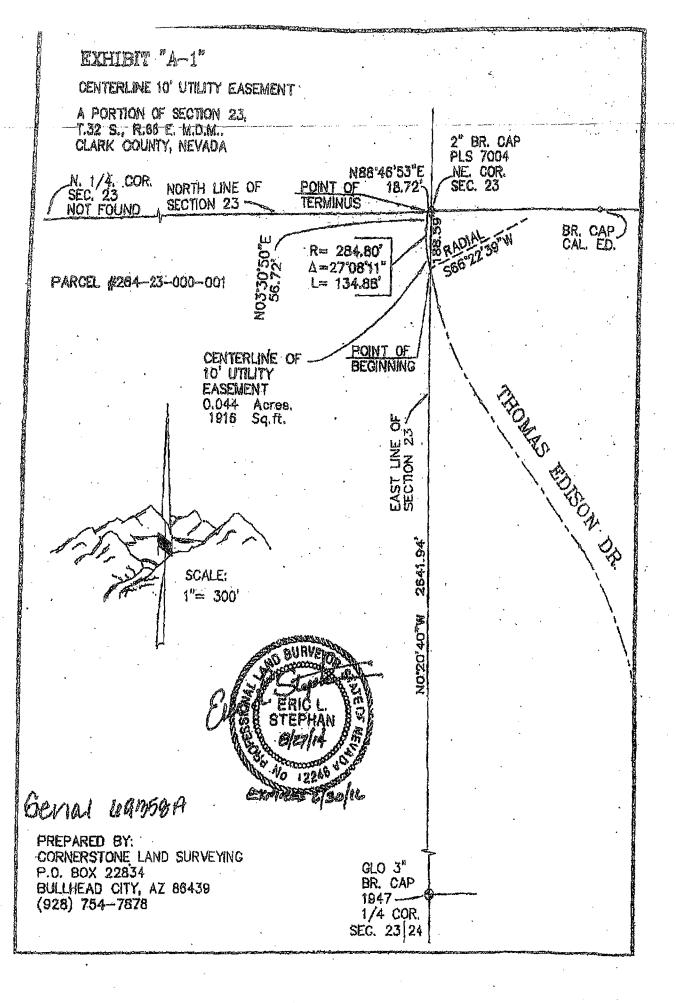
Thence South 00°20'40" Rest., 188.59 feet along the east line of the said north half of Section 23 to the POINT OF BEGINNING said point being the beginning of a non-tangent ourse concave easterly having a radius of 284.80 feet to which point a radial line bears South 66°22'39" West;

Thence northerly slong said curve through a central angle of 27°08'11" an arc length of 134.88 fest; Thence North 03°30'50"East, 56.72 feet to a point on the north line of said Section 23 from which the northeast corner of said Section 23 bears North 88°46'53"Bast, 18.72 feet, said on the north line being the Point of Terminus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said Section 23 and end at the north line of said Section 23.

The above described parcel of land contains 1916 square feet more or less.







Corresessons Land Energying
P.O. Box 22834
Bullhead City, AZ 86439
Phons: (928) 754-7878
Fax: (866) 916-0451

# <u>EXHIBIT B</u> Unliky Easomont Parcel 264-24-101-001

A strip of land 10 feet in width lying within a portion of the northwest quarter of Section 24, Township 32 South, Range 66 Bast, Mount Diablo Martdian, in the County of Clark, Shate of Neveda, the contectine of said strip more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 24, said point shown as a 2" brass cap PLS

Thence South 15°56'33" East, 76.67 foot to the beginning of a curve contave northeasterly having a radius Thence Bouch 00°20'40'Bast, 188.59 feet along the west thre of the said Northwest Quarter of Section 24 to the POINT OF BEGINNING said point being the beginning of a non-magent ourve concave westerly Thence southensierly along said ourve through a central angle of 07% 047" an arc length of 53.62 fest; basying a radius of 400,00 feet to wilden point a maial lime bases North 66'22'39' Hast;

Thence South 38°53'52"Hest, 600.82 feet to the beginning of a curve concave westerly baving a radius of Thence coufficationly along said ourve through a central angle of 22°57'19" an arc length of 352,57 feet; 1000.00 feet;

Phence southeasterly and southerly along said ourve through a central augle of 39°2,722" an are length of 688,64 feet,

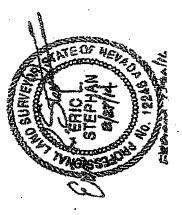
Thence South 00°33'30"West., 253.17 feet to the beginning of a curve concave westerly having a radius of 500.00 feet:

Thence South 08°16'50"West, 479.49 feet to the beginning of a curve concave easterly having a radius of Thence southerly along said ourve through a central angle of 07°43'20" an arc length of 67.39 feet; 500,00 feet;

Thence southerly along said curve though a central angle of 11°32'42" an arc length of 100.75 feet; Thence South 03°15'53'Bast, 10,93 feet to a point on south line of the northwest quarter of said Section 24 from which the west quarter corner of said Section 24 being a 3" brass cap GLO 1947 bears South 89°26'33"West., 704.22 feet, said point on the south line being the Point of Terminus.

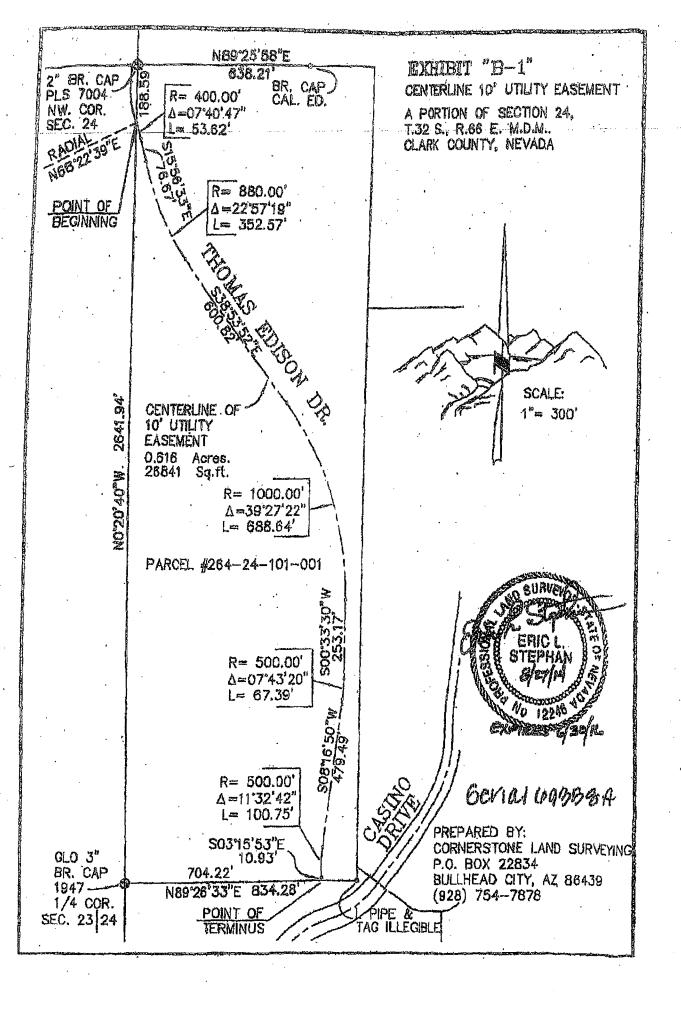
The side lines of said strip shall to be lengthened or shortened to begin at the west line of said northwest quarter and end at the south line of the said northwest quarter.

The above described parcel of Innd contains 26,841 square feet more or less



Benal Lagger

264-24-101-001.dog





Committee Land Surreying

P.O. Box 22834

Bullhead City; AZ 86439

Phone: (928) 754-7878 Fax: (866) 916-0451

## <u>EXHIBIT C</u> Utility Ersement Parcel 264-26-000-001 &002

A strip of land 10 feet in width lying within a portion of Scotlon 26, Township 32 South, Range 66 Hast, Mount Diablo Meridian, in the County of Clark, State of Nevada, the centerline of said strip more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 26, said point shown as a 3" brass cap GLO 1947;

Thence South 00°36'09"Bast, 1203.50 feet along the east line of the north half of said Section 26 to the POINT OF BEGINNING;

Thence South 02°13'56"West, 669.58 feet:

Thence South 01°42'45"Bast, 303.22 feet;

Thence South 02°15'10"West, 155.80 feet:

Thence South 00°36'09"Rast, 306,33 freet to the south line of the north half of said Section 26;

Thence South 00°33'45"Bast, 266.58 feet;

Thence South 02°11'46"Bast, 128.16 feet to the beginning of a curve concave westerly having a radius of 900.00 feet:

Thence southerly and southwesterly along said ourve through a central angle of 41°09'10", an arc length of 646.43 feet:

Thence South 38°57'25" West, 26.01 foot to the beginning of a curve concave northwesterly having a radius of 960.00 feet;

Thence southwesterly along said ourve through a central angle of 25°26'52", an arc length of 426.38 feet; Thence South 64°24'16"West, 39.91 feet to the beginning of a curve concave northerly having a radius of 800.00 feet;

Thence westerly along said curve through a central angle of 14°41'13", an arc length of 205.07 feet to a point on the south line of the north half of the south half of said Section 26 from which point the south sixteenth corner common to said Section 26 and Section 25 of said Township and Range, shown as a 4"x4" post bears North 87°05'57" Bast, 819.29 feet, said point on the south line being the Point of Tenninus.

The side lines of said strip shall be lengthened or shortened to begin at the east line of said north half of Section 26 and the northerly and southerly right of way lines to be lengthened or shortened to end at the south line of the north half of the south half of said Section 26.

The above described parcel of land contains 31,755 square feet more or less.

Berial 69758A

264-26-000-001.dog

EXHIBIT "C-1"  CENTERLINE 10' UTILITY EASEMENT  A PORTION OF SECTION 26,  T.32 S., R.66 E. M.D.M.,  CLARK COUNTY, NEVADA  EXHIBIT "C-1"  SPONT OF SECTION 26,  POINT OF SECTION 36	2837.37 TO NE. COR. SEC. 28 37 BR.CAP GLO 1947
Berial 69086 A Source Survey	M.,60.92
SERIC LANGE STORY AND A STORY	
SCALE:  1"= 300'  SCALE:  100	1-1/2" ALUM. CAP -RLS 1661
SOUTH LINE OF THE NORTH HALF OF SEC. 26 W	40'
SEC. 28 NOT FOUND NOT FOUND NOT FOUND SO2"11" 46"E SO0"33"	E.1/4 COR. SEC. 26 NOTHING FOUND
R= 900.00'  PREPARED BY:  CORNERSTONE LAND SURVEYING  P.O. BOX 22834  BULLHEAD CITY, AZ 86439  (928) 754-7878  CENTERLINE OF Δ=41'09'10"  L= 646.43'  EASEMENT  O.729 Acres.  31,755 Sq.ft.  (928) 754-7878  R= 960.00'  R= 960.00'  R= 960.00'  R= 960.00'	NO-33/45"W 4
A=25°26'52" L= 426.38"  N=14'41'13" L= 205.07'  SOUTH LINE OF THE NORTH HALF POINT OF OF THE SOUTH HALF SEC. 26  N87'05'57"  Z641.80'  N87'05'57"  N87'05'57"  N87'05'57"  N87'05'57"  N87'05'57"  N87'05'57"  N87'05'57"  N87'05'57"	S.1/16 COR. S.26 S.25 4"X4" POST