

RECORDING REQUESTED BY:
Los Angeles Department of Water and Power

WHEN RECORDED MAIL TO:
**Los Angeles Department of Water and Power
300 Mandich Street
Bishop, California 93514-3449**

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DOCUMENT TITLES(S)

EASEMENT DEED	Grantor: CG Roxane, LLC Grantee: City of Los Angeles
Portion of APN(s)	033-050-01 and 033-050-04

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO THE CALIFORNIA GOVERNMENT CODE SECTION 6103.

This Easement Deed is made on this date of _____, 2017, by CG Roxane, LLC ("Grantor"), subject to the terms and conditions set forth herein

1. **Purpose:** Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Los Angeles, a municipal corporation ("Grantee"), a non-exclusive easement and right-of-way in, on, over, through and across that certain real property ("Property"), as described in Exhibit A, attached hereto and made a part hereof to (1) excavate, backfill, compact, construct, install, re-excavate, re-backfill, recompact, reconstruct, reinstall, replace, repair, operate, and maintain irrigation sprinklers system and associated infrastructures, (2) grade, excavate, backfill, compact, till, regrade, re-excavate, re-backfill, recompact, retill, plant, seed, replant, reseed, cut, remove, replace, operate and maintain vegetation fields and associated activities, and (3) install, reinstall, replace, remove, read, record, operate, and maintain air quality monitoring equipment and associated infrastructures, in order to control dust emissions (collectively, "Grantee's Activities").

Together with all necessary or convenient means of ingress and egress over and across said Property for the purpose of performing Grantee's Activities.

2. Restrictions on Use: Grantee's use of the Property shall be subject to the following restrictions:
- (a) Grantee shall comply with all applicable laws and regulations.
 - (b) Grantee will not use, store, maintain, transport, and/or dispose on the Property any hazardous, explosive, corrosive, pathogenic, bacteriological, radioactive, toxic, and/or chemical wastes, liquids, gases, substances and/or materials (including, but not limited to, pesticides and fertilizers).
 - (c) Grantee will not cause any debris, trash and/or filth to be deposited on the Property.
 - (d) Grantee will not take any action or perform any activity on the Property that could potentially contaminate the land and/or groundwater.
 - (e) Grantee will not store any moveable equipment, machinery and/or materials on the Property, except as reasonably necessary to perform Grantee's Activities.
 - (f) Grantee will not construct any wells, impoundments, leach mounds, and/or aboveground structures on the Property, except as reasonably necessary to perform Grantee's Activities.
 - (g) Grantee's sole use of the Property will be to perform Grantee's Activities to comply with requirements imposed by the Great Basin Unified Air Control Pollution District.
3. Reserved Rights: Grantor hereby retains exclusive rights and ownership to all water, oil and mineral rights on, under and appurtenant to the Property. This Easement Deed is non-exclusive and Grantor hereby reserves the right to use the Property for any purpose that is consistent with the grant contained herein; provided that Grantor will exercise only such reserved rights in the Property as will not interfere with or prohibit the free and complete use and enjoyment by Grantee, its successors or assigns, of the rights hereby granted. Grantee shall have the right to keep the Property free from and to prevent any person from interfering with or prohibiting the free and complete use and enjoyment by Grantee, its successors or assigns, or the rights hereby granted.

4. Binding Effect, Successors and Assigns: This Easement Deed shall be binding upon and inure to the benefit of Grantee and any successor or assign, and shall be binding upon and inure to the benefit of Grantor and any successor owner of the Property.

5. Governing Law: This Easement Deed shall be governed by the laws of the State of California.

Dated: _____ By: _____

PAGE BEYKPOUR
Chief Operations Manager and Corporate Counsel
GRANTOR

EXHIBIT A

That portion of fractional Section 6, Township 19 South, Range 37 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as described in Grant Deed from Eagle Packaging, Inc. to GC Roxane LLC, recorded in Document No. 2009-0003895-00, in the office of the County Recorder of said County, and more particularly described as follows:

COMMENCING at the northwesterly corner of said Section 6, monumented with a Capped 2-inch Iron Pipe as shown on Record of Survey filed in Map Book 12, page 31, recorded in said Recorder's office; THENCE, South 45°37'14" East, along the Meander Line of Owens Lake, 3697.34 feet to Point "A" and the TRUE POINT OF BEGINNING, where said Point "A" is North 45°37'17" West, 1185.79 feet from Capped 1-inch Iron Pipe monumenting an angle point in said Meander Line in said Section 6; THENCE, leaving said Meander Line South 55°07'39" West, 29.70 feet; THENCE, South 1°57'01" East, 44.75 feet; THENCE, South 38°33'33" West, 44.16 feet; THENCE, South 53°41'47" West, 18.65 feet; THENCE, South 42°10'57" West, 102.65 feet; THENCE, South 14°22'47" West, 56.29 feet; THENCE, South 21°48'34" East, 113.77 feet; THENCE, South 34°50'13" East, 67.94 feet; THENCE, South 10°09'14" East, 61.55 feet; THENCE, South 32°36'16" West, 106.44 feet; THENCE, South 43°17'02" West, 69.07 feet; THENCE, South 30°21'26" West, 70.94 feet; THENCE, South 3°58'05" West, 45.50 feet; THENCE, South 24°10'46" East, 66.70 feet; THENCE, North 84°16'29" East, 155.25 feet; THENCE, North 66°10'44" East, 206.07 feet; THENCE, North 44°50'30" East, 134.39 feet; THENCE, North 65°28'14" East, 140.93 feet; THENCE, North 18°47'29" East, 102.99 feet to said Meander Line; THENCE, North 45°37'14" West along said Meander Line, 596.55 feet to the TRUE POINT OF BEGINNING.

Containing 5.970 acres (grid), more or less.

TOGETHER WITH that portion of fractional Section 6, Township 19 South, Range 37 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Inyo, State of California, as described in Grant Deed from Eagle Packaging, Inc. to GC Roxane LLC, recorded in Document No. 2009-0003895-00, in the office of the County Recorder of said County, and more particularly described as follows:

COMMENCING at the northwesterly corner of said Section 6, monumented with a Capped 2-inch Iron Pipe as shown on Record of Survey filed in Map Book 12, page 31, recorded in said Recorder's office; THENCE, South 45°37'14" East, along the Meander Line of Owens Lake,

4883.12 feet to a Capped 1-inch Iron Pipe monumenting an angle point in said Meander Line, as shown on said Record of Survey and as shown on the May 1, 2003, unrecorded Survey Map prepared by Triad/Holmes Associates for Dirty Socks Duck Club LLC; THENCE, South 77°38'54" East along said Meander Line, 33.17 feet to Point "B", and the TRUE POINT OF BEGINNING; THENCE, South 10°45'14" East leaving said Meander Line, 56.03 feet; THENCE, South 16°45'40" East, 265.88 feet; THENCE, South 16°11'52" East, 144.93 feet; THENCE, South 8°40'57" East, 64.35 feet to the northerly line of the southwest quarter of the southeast quarter, of said Section 6; THENCE, continuing South 8°40'57" East, 15.07 feet; THENCE, South 30°30'26" East, 62.83 feet; THENCE, South 80°04'13" East, 103.47 feet; THENCE, South 65°51'17" East, 95.81 feet to the easterly line of said southwest quarter of the southeast quarter; THENCE, North 0°25'18" West, 128.17 feet to the northeast corner of said southwest quarter of the southeast quarter, which is North 89°27'27" East, 1312.63 feet from a 2-inch Iron Pipe with Tag RCE 10467 monumenting the northwest corner of said southwest quarter of the southeast quarter; THENCE, North 89°27'27" East, 1312.63 feet to a point on the east line of said Section 6, where said point is North 0°36'27" West, 1319.77 feet from a 2-inch Iron Pipe with Tag RCE 15557 monumenting the southeast corner of said Section 6; THENCE, North 0°36'27" West along said east line of Section 6, 131.97 feet to a 1-inch Iron Pipe with Tag LS 4428 monumenting said Meander Line; THENCE, North 77°38'54" West, 1710.61 feet to the TRUE POINT OF BEGINNING.

Containing 11.988 acres (grid), more or less.

The Bearings used in these descriptions are on the California Coordinate System, NAD83, (CCS83/92), Zone 4. The Coordinate values, in U.S. Survey Feet, of said Mineral Monument No. 58, also known as Triangulation Station "Keeler" are: Northing 2,064,076.37, Easting 6,890,187.91. All distances shown herein are grid distances in U.S. Survey Feet. To obtain ground surface distances, multiply the distances shown by 1.000228742.

Said Triangulation Station "Keeler" is North 29°18'10" East, 75,767.45 feet from said Point "A" in the aforesaid description.

Said Triangulation Station "Keeler" is North 28°24'59" East, 76,075.30 feet from said Point "B" in the aforesaid description.

END OF DESCRIPTION

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 _____ }

On _____ before me, _____
DATE Here Insert Name and Title of the

personally appeared _____
NAME(S) OF SIGNER(S)

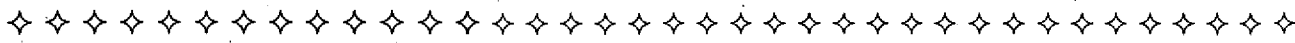
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Place Notary Seal Above

Signature _____
SIGNATURE OF NOTARY PUBLIC



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____, 2017, from CG Roxane, LLC, to the City of Los Angeles, a municipal corporation, is hereby accepted by order of the Board of Water and Power Commissioners of the City of Los Angeles by the undersigned officer on behalf of said Board of Water and Power Commissioners of the City of Los Angeles pursuant to authority conferred by Resolution of said Board on September 14, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

DAVID H. WRIGHT
General Manager