

WHEN RECORDED, MAIL TO:

Department of Water and Power
Real Estate Services
221 North Figueroa Street, Suite 1600
Los Angeles, CA 90012

THIS IS A CONVEYANCE OF EASEMENT.
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11922 OF
THE REVENUE AND TAXATION CODE AND IS BEING
RECORDED PURSUANT TO SECTION 6103 AND
27383 OF THE CALIFORNIA GOVERNMENT CODE.

Assessor Parcel Numbers:
7412-022-008 (Portion)
7412-022-009 (Portion)

RIGHT OF WAY AGREEMENT

STATE OF CALIFORNIA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LOS ANGELES §

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Phillips 66 Company (hereinafter referred to as "Grantor"), does hereby grant unto the City Of Los Angeles Department Of Water And Power, a municipal corporation, (hereinafter referred to as "Grantee"), its successors and assigns, a nonexclusive ten (10) foot wide easement ("Easement") to, as applicable, install, maintain, inspect, alter, repair, operate, protect, replace, relay, and, at Grantor's sole option, remove or abandon in place one twenty-four (24) inch pipeline and associated underground appurtenances for such pipeline (collectively, the "Facilities"), solely for the transportation of water (all rights granted herein being collectively referred to as the "Purpose"), upon, through and under the land, situated in Los Angeles County, State of California described and depicted on Exhibit "A" attached hereto and incorporated herein for all purposes, to wit (the "Property"):

THE PIPELINE SHALL BE LAID IN ACCORDANCE WITH THE CENTERLINE DESCRIPTION AND THE PLAT DESCRIBED ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

together with the rights of ingress and egress to and from said Easement, as specified in paragraph 6, below, over and across existing roads on the Property for the Purpose. Any existing roads damaged by Grantee shall be repaired and left in the same condition as before use including, but not limited to, grade, drainage, gravel base, fence and gate conditions. Grantor shall have the right to fully use and enjoy the Property unless it unreasonably interferes with the rights granted herein.

The Easement herein granted under this Right of Way Agreement (the "Agreement") is subject to all grants, easements, leases, mineral leases or rights, reservations, rights and rights-of-way heretofore reserved or granted and/or now existing on the Property and is further made without warranty of title, express or implied.

Grantor shall not construct any house, structures or permanent obstructions that unreasonably interfere with the construction, maintenance or operation of Grantee's Facilities constructed hereunder.

The Easement herein granted is subject to the following terms and conditions:

1. Grantee shall pay for damages to the fences, roads, premises, or improvements of Grantor or third party(ies), caused by the exercise of Grantee's rights under this Agreement. Grantee shall maintain an eighteen (18) inch clearance between its pipeline and any other existing pipelines located on the Property.

2. Grantee agrees to bury its pipeline to a depth not less than thirty-six (36) inches, measured from the top of the pipeline to the average level of the original ground on the two sides of the ditch in which said pipeline is laid, and where said pipeline crosses an irrigation ditch or canal the top of the pipeline shall be buried at least sixty (60) inches below the lowest point of the channel where said pipeline crosses any such ditch or canal. Grantee shall place water bars on all slopes to protect against erosion.

3. Grantee shall provide Grantor with an as-built centerline survey of Grantee's pipeline across the Easement. The beginning and ending points of the survey shall be tied to property corners by angles and distance and tie points shown at every pole. Further, Grantee shall promptly provide Grantor with copies of all construction and pipeline layout drawings, as well as any underground utility search reports and soil analysis (including environmental and geotechnical) generated by or on behalf of Grantee related to the Easement.

4. There shall be no above-ground Facilities, installations, or structures on the Easement, except markers and/or cathodic testing stations at fence lines, roadway, streams or ditches, without the express written consent of Grantor. Grantee shall install and maintain non-obtrusive permanent aboveground markers indicating the location of Grantee's Facilities.

5. After completion of construction, and whenever repair or maintenance is made on its Facilities, Grantee shall restore the ground disturbed thereby as nearly as practical to the condition thereof prior to the disturbance. Grantee shall not store or dispose of any materials, substances or debris on the Easement, including without limitation, any rocks, brush, branches, or trees which Grantee may have cleared, unless approved by Grantor in writing.

6. Grantor and Grantee will set forth in a separate agreement to be executed by both parties Grantee's rights of ingress and egress on the Property to and from the Easement before and during the construction and installation of the Facilities ("Construction Period"), which agreement will also contain additional terms and conditions that apply to the construction and installation of the Facilities. Grantee's rights of ingress and egress to and from the Easement during the Construction Period shall be governed exclusively by the terms and conditions of that separate agreement. After Grantee has completed the construction and installation of the Facilities, Grantee's rights of ingress and egress on the Property to and from the Easement shall be governed exclusively by the terms and conditions set forth in this Agreement. Except in the event of an emergency, Grantee shall provide Grantor with five (5) business days prior written notice and shall receive Grantor's written notice of non-objection to the proposed access before exercising its rights of ingress and egress on the Property to and from the Easement under this Agreement. Such notice shall include, but not be limited to, notification of the proposed time of entry, the anticipated duration of the entry, the location or locations of operations, the type and number of equipment involved, and the routes proposed by Grantee to be used from public roads

to the location of the operations. Upon Grantor's receipt of proper notice from Grantee, and Grantor providing to Grantee written notice of non-objection to the proposed access, Grantee shall then have the right of reasonable access to and from the Easement, over routes designated or approved by Grantor, to maintain, inspect, alter, repair, operate, protect, replace, relay, and remove or abandon in place, in Grantor's sole option, the Facilities subject to the terms and conditions of this Agreement. Grantor reserves the right to deny Grantee access to all or a portion of the Property when, in its sole opinion, access and/or use by Grantee would interfere with operations at the Los Angeles Refinery or pose a safety risk.

7. Grantee, at no cost or expense to Grantor, shall be responsible for obtaining any and all regulatory permits and approvals that may be necessary for Grantee to conduct any work or activities under this Agreement. Grantee shall be solely financially responsible for the performance of all work related to the installation and operation of its Facilities.

8. Grantee shall comply with all federal, state and local statutes, laws, ordinances, regulations, rules, orders and all directives of appropriate governmental agencies, including without limitation all health, safety and environmental laws. Additionally, in all of its activities on the Easement, Grantee shall comply with the LAR Policies and Procedures (P&P) and Grantor's refinery rules and regulations, including contractor work rules and requirements for cathodic protection, as they now exist or are hereafter updated.

9. At Grantee's expense, Grantee shall promptly manage any and all soil, debris or water generated as a result of any work by Grantee on the Easement. Grantee acknowledges that the Easement may have environmental contamination (termed hereinafter "Pre-Existing Contamination"). Grantee shall be responsible, at its sole expense, for managing, in compliance with applicable federal, state or local regulations, any and all waste, including Pre-Existing Contamination, excavated in the course of Grantee performing work on the Easement, including, where appropriate, removal, transport and disposal, with appropriate backfill acceptable to Grantor. Grantee further acknowledges that it will take legally-required and other appropriate actions to protect all persons and property should it encounter Pre-Existing Contamination on the Easement. Grantee agrees that any waste manifests, including without limitation, bills of lading, non-hazardous and hazardous waste manifests, prepared in connection with or relating to any work by Grantee on the Easement shall name Grantee as the "generator" of such waste. Grantee shall be responsible for paying all fees, taxes and other costs associated with managing and disposing of such waste, and shall be responsible and liable for any "generator", "arranger" or other such liability that may arise from the Grantee's excavation or management of such waste.

10. Grantee has been made aware that there is currently at least one existing easement on the Property, which was previously granted to a third party and which is described in the Los Angeles County recorded document as 20170215530 the ("Third Party Easement"), and that Grantee's rights under this Agreement are expressly made subject to the rights of such third party under the Third Party Easement. Therefore, Grantee agrees that, in the exercise of Grantee's rights under this Agreement, Grantee will not interfere with any of the rights of such third party under the Third Party Easement.

In the event Grantor determines, in its sole discretion, that its business or operations will require or benefit from the use of any portion of the Easement, Grantee, at its sole risk and expense, shall relocate all or any part of said Facilities, as applicable, within one (1) year from the date of notification from Grantor,, provided Grantor furnishes Grantee with a suitable alternative right of way across the Property at no additional cost, subject to the terms herein. Grantee agrees, in the event of such relocation request by Grantor, that it shall restore the surface disturbed thereby as nearly as practicable to the condition thereof prior to the disturbance.

11. **INDEMNITY.** GRANTEE SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS GRANTOR, ITS PARENT, SUBSIDIARIES AND AFFILIATES, PARTNERS AND COVENTURERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "GRANTOR PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION), AND LIABILITIES OF EVERY KIND (COLLECTIVELY, "CLAIMS") INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL INJURY OR DEATH OF ANY PERSONS OR LOSS OR DAMAGE TO ANY PROPERTY, BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY OF THE GRANTOR PARTIES TO THE EXTENT ARISING OR RESULTING FROM (A) THIS AGREEMENT OR THE USE OF THE PROPERTY BY GRANTEE, ITS, SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND AGENTS (COLLECTIVELY, THE "GRANTEE PARTIES") OR ANY ACTIVITIES OF THE GRANTEE PARTIES ON THE PROPERTY, INCLUDING CONSTRUCTION-RELATED IMPACTS THAT ARISE OUT OF OR ARE CLAIMED TO HAVE ARISEN OUT OF ANY OF THE GRANTEE PARTIES USE OR ACTIVITIES IN OR ON THE PROPERTY; AND (B) ANY DISTURBANCE, HANDLING, MANAGEMENT OR RELEASE OF HAZARDOUS SUBSTANCES INCLUDING THE TRANSPORT, TREATMENT OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES REMOVED BY GRANTEE OR ITS CONTRACTORS THAT OCCURS DUE TO THE CONSTRUCTION, USE AND OCCUPANCY OF THE PROPERTY BY ANY OF THE GRANTEE PARTIES. THIS INDEMNITY PROVISION DOES NOT CREATE ANY LIABILITY FOR SOLELY DISCOVERING ANY PRE-EXISTING CONTAMINATION TO WHICH GRANTEE DOES NOT CONTRIBUTE, EXACERBATE, EXCAVATE, HANDLE OR MANAGE; PROVIDED, HOWEVER, THE FOREGOING SHALL IN NO WAY ABROGATE GRANTEE'S RESPONSIBILITIES AND OBLIGATIONS PURSUANT TO SECTION 9 OF THIS AGREEMENT, ALL OF WHICH ARE APPLICABLE TO ANY WORK CONDUCTED ON THE EASEMENT PURSUANT TO RIGHTS GRANTED IN THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION IN THIS SECTION 11 SHALL APPLY REGARDLESS WHETHER SUCH CLAIMS ARE CAUSED BY OR CONTRIBUTED TO BY THE GRANTOR PARTIES' JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) OR BY STRICT LIABILITY BUT ONLY TO THE EXTENT ARISING OR RESULTING FROM (A) THIS AGREEMENT OR THE USE OF THE PROPERTY BY GRANTEE PARTIES. THIS INDEMNITY SHALL NOT APPLY TO CLAIMS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR PARTIES.

13. In the event Grantee abandons the rights granted herein, all rights granted herein shall terminate and Grantee shall, at the written request of Grantor, execute a proper recordable instrument evidencing such termination. The rights herein granted shall be deemed abandoned if: (a) Grantee does not construct its pipeline within four (4) years from the date hereof; or (b) after completion of construction of its pipeline, if Grantee's pipeline is not used for the Purpose herein granted at any time for a continuous period of one (1) year. Upon termination of the rights herein granted, and at Grantor's sole option and direction, Grantee shall either remove all or a designated portion of its Facilities from the Easement or abandon the Facilities in place.

14. No waiver of the provisions hereof shall be effective unless it is in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.

15. This Agreement is intended solely for the benefit of the parties hereto and shall not create any rights, including without limitation any third party beneficiary rights, in any third party. Grantee shall not have the right to assign this Agreement or any of its rights hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Grantor, which consent shall not be unreasonably withheld. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles that might apply the law of another jurisdiction.

17. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the full extent permitted by law.

18. Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing, and delivered personally, by facsimile, by messenger or overnight delivery service, charges prepaid, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Grantee, addressed to: Los Angeles Department of Water and Power
221 North Figueroa Street, Suite 1600
Los Angeles, CA 90012
Attention: Director of Real Estate
Phone: (213) 367-0564
Fax: (213) 367-0746

With a copy to: Los Angeles Department of Water and Power
111 North Hope Street
Room 1460
Los Angeles, CA 90012
Attention: Director of Water Resources Division
Phone: (213) 367-0899

If to Grantor, addressed to: Phillips 66 Company
P.O. Box 421959
Houston, Texas 77242-1959
Attention: Real Estate Services Manager

With a copy to : Phillips 66 Company
1660 West Anaheim Street
Wilmington, California 90744
Attention: Los Angeles Refinery
Technical Services Manager
Phone: (310) 952-6366

And:

Phillips 66 Company
18781 El Camino Real
Atascadero, California 93422
Attention: Tracey R. Brown
Phone: (805) 541-8910

Either party may change its representative or the address to which notice shall be directed by appropriate written notice to the other party in the manner described above.

19. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to this Agreement shall be binding upon Grantor or Grantee unless reduced to writing and signed by authorized representatives of both parties.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. The parties hereto agree that an electronic copy of the signature of the person executing this Agreement on behalf of each party (including, but not limited to, signatures contained in PDF files) may be used for any and all purposes, with the same force and effect as an original of any such signature.

EXECUTION AND SIGNATURES ON THE FOLLOWING PAGES

ALL-PURPOSE ACKNOWLEDGMENT

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 Luis Obispo } SS.

On July 26th, 2023, before me, Rebecca Jalving, Notary Public,

personally appeared Tracey R. Brown, 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]
NOTARY'S SIGNATURE:

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Right of Way Agreement
TITLE OR TYPE OF DOCUMENT
13 pages w/attached
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

OTHER
Top of thumbprint here

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the ____ day of _____, 2023 the "Effective Date").

GRANTEE

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

APPROVED:

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
ANSELMO G. COLLINS
Senior Assistant General Manager
Water System

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

APPROVED AS TO FORM AND LEGALITY:
Hydee Feldstein Soto, City Attorney

Date: 12/18/2023

By: 
JOHN CARVALHO
Deputy City Attorney

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 2023, before me _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____, of the City of Los Angeles, and acknowledged that he/she, as such _____, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said City of Los Angeles by himself/herself as _____.

NOTARY PUBLIC

Notary Public in and for _____
County

My commission expires:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant in this Right of Way Agreement dated _____ from the **Phillips 66 Company**, a Delaware corporation, to the **City of Los Angeles, Department of Water and Power**, a municipal corporation, ("City"), 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 adopted on September 14, 1989, and the Grantee under said Right of Way Agreement consents to the recordation thereof by its duly authorized officer.

Dated: _____ By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

APPROVED AS TO FORM AND LEGALITY:

Hydee Feldstein Soto, City Attorney

Dated: 12/18/2023

By: 
JOHN CARVALHO
Deputy City Attorney

EXHIBIT "A"

Right-of-Way No.	13582, Revision 2
Real Estate File No.	W-101016
Work Order No.	UAC25
Drawing No.	Exhibit "B" (RW13582, Revision 2)
Council District No.	15
Coordinate File Nos.	32-195 and 32-198
Cadastral Map Nos.	30B197 and 33B197
Assessor's Parcel No.	7412-022-008
Thomas Bros Map Grid No.	794-A6

Revised Legal Description

Harbor Recycled Water System Potable Water Backup Project
 Right-of-Way Acquisition for a 24-inch Diameter Recycled Water Pipeline
 Portions of Lot H, Partition Map of the Rancho Los Palos Verdes,
 County Surveyor's Map No. B-1084, Sheet 1 of 2 Sheets
 Vicinity of 3500 N. Gaffey Street, Los Angeles, CA 90731
SE/o the Intersection of Anaheim Street and Vermont Avenue

Basis of Bearings:

The basis of bearings of this legal description is the centerline of Anaheim Street, having a bearing and distance of South 55°33'46" East, 424.53 feet, in the City of Los Angeles, County of Los Angeles, State of California, as shown on Tract No. 70917, as per map recorded in Book 1359, Pages 1 and 2, of Maps, in the office of the County Recorder of said County.

Those certain portions of Lot H of the Rancho Los Palos Verdes, in said City of Los Angeles, as shown on County Surveyor's Map No. B-1084, Sheet 1 of 2 Sheets, on file in the office of the County Surveyor of said County, as described in Deed recorded September 3, 1903 in Book 1891, Page 109, of Deeds, in the office of said County Recorder, also described in "Tract B of Property ID: RW062719/000" in Grant Deed to Phillips 66 Company recorded May 3, 2012 as Instrument No. 20120661983, of Official Records, in the office of said County Recorder, lying within a strip of land, 10 feet in width, the sidelines of said strip of land lying 5 feet on each side of a reference line being described as follows:

Commencing at the northwesterly terminus of said centerline, said point also being the intersection of the centerlines of said Anaheim Street and Vermont Avenue, 102 feet wide, shown as "FD. SSM PER C.E.F.B. 033-197 PAGE 107" on said Tract No. 70917;

- L1. thence along said centerline South 55°33'46" East, 659.06 feet;
- L2. thence leaving said centerline South 34°26'14" West, 43.66 feet to the True Point of Beginning lying on a line parallel with and distant northwesterly 10 feet from the centerline of that certain 10 feet wide easement having a bearing and distance of South 66°37'25" West, 282.71 feet, as described in Corporation Deed to the City of Los Angeles recorded December 27, 1944 in Book 21515, Page 309, of said Official Records; for the purpose of this legal description, said line having a

R/W No. 13582, Revision 2
Continued...

bearing of South 66°37'25" West shall be rotated 0°13'09" clockwise to be South 66°50'34" West;

- L3. thence along said parallel line South 66°50'34" West, 256.01 feet to the Point of Terminus lying on the centerline of Gaffey Street having a bearing of North 34°04'57" West, as shown on said Tract No. 70917, distant thereon, North 34°04'57" West, 506.37 feet along said last-mentioned centerline to the intersection of the southerly prolongation of said centerline of Vermont Avenue.

Excepting therefrom any portion thereof lying within said Anaheim Street, as described in Resolution recorded June 10, 1984 as Instrument No. 84-687958, of said Official Records.

Also, excepting therefrom any portion thereof lying west of the southwesterly line of the land described in said Deed recorded September 3, 1903 as Instrument 63.

The above-described Strip of Land contains an area of approximately 937 square feet.

Exhibit "B" is attached hereto and made a part hereof.

This legal description was prepared under my direction.

Checked Date:	12/14/2022
<i>SUH/RMG 12-14-2022</i>	
Henry Bui	<small>Digitally signed by Henry Bui Date: 2022.12.14 13:08:48 PST</small>



