

RIGHT OF WAY CONTRACT-STATE HIGHWAY

RW 8-3 (Rev. 6/1995) 9/30/2021

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DISTRICT 9	COUNTY Inyo	ROUTE 395	POSTMILE 117.3	EXP AUTH 09-356809 PROJECT 0912000054
, California			DATE	
GRANTOR(S) The City of Los Angeles, Department of Water and Power				

This Document No. 4067/4068 (Agreement) includes (1) Parcel Nos. 4067-1, 4067-2, 4068-1 representing fee ownership, together with the "Underlying Fee" interest of that portion of land described in Official Records Volume 35, page 404 and Road Deeds Book 2, page 44, lying within the northwest quarter of the northeast quarter of Section 1 and the southwest quarter of the southeast quarter of Section 36, together with Parcel No. 4067-5 representing an aerial easement, all in the form of a Deed, attached hereto as Exhibit 1, and (2) Parcel No. 4067-3, 4067-4, 4068-2 representing the Temporary Access for construction and staging purposes as authorized in a separate Right-of-Entry agreement dated May 4, 2017, covering the State of California, Department of Transportation's (State) use of property referenced in Clause 4 below and incorporated herein, which has been executed and delivered to Nicole Lowden, Right of Way Agent for the State.

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

1. (A) The parties have herein set forth the whole of their agreement and understanding. The performance of this Agreement constitutes the entire consideration thereof and shall relieve the State of all further obligation or claims for consideration on account of its proposed public improvement project (North See Vee Signal Project).
- (B) The State requires said property described in Parcel Nos. 4067-1, 4067-2, and 4068-1, including the Underlying Fee thereof, Parcel No. 4067-5 representing an aerial easement, and Parcel Nos. 4067-3, 4067-4 and 4068-2 for Temporary Access for construction and staging purposes, all of which is required for State highway purposes, a public use for which State has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and the State is compelled to acquire the property.
- (C) Both Grantor and the State 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 pay the undersigned Grantor the sum of **\$54,551.73** for the property rights as conveyed in this transaction.
 - a. The State shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. The escrow and recording charges shall not, however, include documentary transfer taxes (as the State is exempt from such taxes). This transaction will be handled through an external escrow with Inyo-Mono Title Company, 873 North Main Street, Bishop, CA 93514, their File No. 53768.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of Parcel Nos. 4067-1, 4067-2, and 4068-1, including the Underlying Fee thereof, Parcel No. 4067-5 representing an aerial easement, by the State, including the right to remove, dispose of, or relocate improvements, as the case may be, shall commence on the date the amount of funds as specified in Clause 2 herein are deposited into the escrow controlling this transaction. The amount shown in Clause

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2 herein includes, but is not limited to, full payment for such possession and use and all rights granted within the Deeds, including severance damages, if any, from said date.

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, that the State and the Grantor have entered into that certain Right of Entry agreement dated May 4, 2017, which granted to State Parcel Nos. 4067-3 , 4067-4 and 4068-2 for Temporary Access for construction and staging purposes pursuant to the terms and conditions agreed to by the parties therein, including the right to remove and dispose of improvements, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, from said date. Said Temporary Access was for a period of 22 months, which allowed working room while constructing a driveway and sidewalks and relocating an irrigation ditch. Said period commenced on May 4, 2017 and terminated on March 4, 2019.
5. It is understood and agreed to by and between the parties that the property was encumbered by Business Lease No. 1303 between the Bishop Rural Fire Protection District and Grantor, and by Use Permit No. 10-060-09,9A between Ardis Hitchborn, William Yeager, and Lisa Yeager and the Grantor (collectively the "Leases"). It is further understood and agreed to by and between the parties that, Grantor terminated the Leases as to the portion of property more particularly described in Parcel Nos. 4067-1, 4067-2, and 4068-1.
6. It is understood and agreed by and between the Grantor and the State that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assigns.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No. _____
Adopted _____
Approved by Council on _____
Council File No. _____

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

JUL 30 2024
BY John Bealum
JOHN BEANUM
DEPUTY CITY ATTORNEY

CONTRACT SIGNATURE SHEET

DOT RW 08-05 (REV 09/2023)

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

Recommended for Approval:

By _____
Nicole Lowden, Right of Way Agent

By _____

STATE OF CALIFORNIA
Department of Transportation

By _____

No Obligation Other Than Those Set Forth Herein Will Be Recognized

RECORDING REQUESTED BY:
State of California

WHEN RECORDED, MAIL TO:
 Department of Transportation
 District 9 Right of Way Office
 500 South Main Street
 Bishop, CA 93514

OFFICIAL STATE BUSINESS

Exempt from recording fees pursuant to
 Government Code 27383
 Government Code 27388.1(a)(2)
 Documentary Transfer Tax \$0.00 pursuant to
 Revenue and Taxation Code 11922

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

DEED	Grantee: State of California Project: North See Vee Lane Signal Project
APN(s):	Por. of 11-390-03 and 10-510-06

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 CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. _____ adopted on _____, 20__, and approved by the Los Angeles City Council on _____, 20__, for a valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to STATE OF CALIFORNIA, that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with an aerial easement for overhead transmission and distribution of electric energy and communications signals over the certain real property in the County of Inyo, State of California, described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee will exercise only such reserved rights in said land as will not interfere with or prohibit the free and complete use and enjoyment by Grantor, its successors or assigns, of the rights hereby granted.

SUBJECT TO all outstanding taxes and assessments, if any.

SUBJECT TO any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.

SUBJECT TO any rights-of-way which may be apparent if a visual inspection is made of said real property.

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

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

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

By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

AUTHORIZED BY:

Resolution No. _____
Adopted _____
Approved by Council on _____
Council File No. _____

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

JUL 30 2024
BY John Beanum
JOHN BEANUM
DEPUTY CITY ATTORNEY

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 Officer

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

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the easement rights describe in this deed and consents to its recordation.

STATE OF CALIFORNIA
DIRECTOR OF TRANSPORTATION

By: _____
BRANDON FITT
Attorney in Fact

Date: _____

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 _____

DATE

before me, _____

Here Insert Name and Title of the Officer

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

Exhibit A

Portions of the northwest quarter of the northeast quarter of Section 1, Township 7 South, Range 32 East, Mount Diablo Meridian, in the County of Inyo, State of California, more particularly described as follows:

PARCEL 4067-1

COMMENCING at a point marking the one-quarter corner of Sections 1 and 36, of Townships 6 and 7 South, Range 32 East, per County Surveyor Map No. 9, monumented with a brass cap set in concrete, in a monument well, stamped "County Surveyor 1/4 S36 S1 1973 LS 3462", said point bears North $0^{\circ}17'37''$ West, 5285.30 feet from a second brass cap set in concrete, in a monument well, stamped "County Surveyor 1/4 1 12 1972 LS 3462" marking the one-quarter corner of Sections 1 and 12, Township 7 South, Range 32 East.

THENCE, South $0^{\circ}17'37''$ East, 39.88 feet to the southerly right-of-way of 09-INY-395, per Official Record Volume 35, page 404, recorded January 29, 1936, in the Office of the County Recorder's Office, in said County.

THENCE, along said southerly right-of-way line North $89^{\circ}24'59''$ East, 219.95 feet, to the POINT OF BEGINNING.

THENCE, South $0^{\circ}17'37''$ East, 9.00 feet.

THENCE, South $89^{\circ}24'59''$ West, 46.88 feet, parallel with and 9.00 feet distant from said southerly right-of-way line.

THENCE, North $45^{\circ}35'01''$ West, 4.95 feet, to a point 5.50 feet distant from said southerly right-of-way line.

THENCE, South $89^{\circ}24'59''$ West, 101.03 feet, parallel with and 5.50 feet distant from said southerly right-of-way line.

THENCE, South $43^{\circ}20'12''$ West, 42.81, feet to a point which is 38.99 feet distant from the north-south centerline of said Section 1.

THENCE, South $0^{\circ}17'37''$ East, 40.06 feet, parallel with and 38.99 feet distant from said north-south centerline.

THENCE, South $11^{\circ}08'49''$ West, 40.11 feet, to the easterly edge of See Vee Lane.

THENCE, North $0^{\circ}05'27''$ West, 82.69 feet, along the easterly edge of See Vee Lane, to a point which is 33 feet from the southerly right-of-way of 09-INY-395, said point being the beginning of a non-tangent curve concave to the southeast, with a radial bearing of South $89^{\circ}25'09''$ West, having a radius of 35.00 feet, per Official Record Volume 85, page 1123, recorded April 10, 1985, in said Recorder's Office.

Exhibit A

THENCE, northeasterly 43.09 feet, along said curve through a central angle of 70°32'25" to its non-tangent intersection with said southerly right-of-way line.

THENCE, North 89°24'59" East, 165.45, along said southerly right-of-way line to the POINT OF BEGINNING.

Containing 0.05 acres (2157 sq. ft.), more or less.

TOGETHER WITH,

PARCEL 4067-2

COMMENCING at a point marking the one-quarter corner of Sections 1 and 36, of Townships 6 and 7 South, Range 32 East, per County Surveyor Map No. 9, monumented with a brass cap set in concrete, in a monument well, stamped "County Surveyor 1/4 S36 S1 1973 LS 3462", said point bears North 0°17'37" West, 5285.30 feet from a second brass cap set in concrete, in a monument well, stamped "County Surveyor 1/4 1 12 1972 LS 3462" marking the one-quarter corner of Sections 1 and 12, Township 7 South, Range 32 East.

THENCE, South 0°17'37" East, 39.88 feet to the southerly right-of-way of 09-INY-395, per Official Record Volume 35, Page 404, recorded January 29, 1936, in the Office of the County Recorder's Office, in said County.

THENCE, North 89°24'59" East, 219.95 feet along said southerly right-of-way line, to the POINT OF BEGINNING.

THENCE, South 0°17'37" East, 5.50 feet.

THENCE, North 89°24'59" East, 20.25 feet, parallel with and 5.50 feet distant from said southerly right-of-way line.

THENCE, North 0°35'01" West, 5.50 feet to said southerly right-of-way line.

THENCE, South 89°24'59" West, 20.23 feet, along said southerly right-of-way line, to the POINT OF BEGINNING.

Containing 0.002 acres (111 sq. ft.) more or less.

TOGETHER WITH,

The underlying fee interest of that portion of land described in Official Records Volume 35, page 404 and Road Deeds Book 2, page 44, lying within said northwest quarter of the northeast quarter of Section 1.

Exhibit A

Containing 1.21 acres, more or less.

The basis of all bearings herein is the California Coordinate System 1983 (1991.35), Zone 4. Distances are GRID distances on said coordinate system. To convert to ground distances, divide by the combined grid factor of 0.9998204.

END OF DESCRIPTION

Exhibit A

Portions of the southwest quarter of the southeast quarter of Section 36, Township 6 South, Range 32 East, Mount Diablo Meridian, in the County of Inyo, State of California, more particularly described as follows:

PARCEL 4068-1

COMMENCING at a point marking the one-quarter corner of Sections 1 and 36, of Townships 6 and 7 South, Range 32 East, monumented with a brass cap set in concrete, in a monument well, stamped "County Surveyor 1/4 S36 S1 1973 LS 3462."

THENCE, North to the northerly right-of-way of 09-INY-395 as conveyed in Official Record Volume 35, page 404, recorded January 29, 1936, in the Office of the County Recorder's Office, in said County.

THENCE, easterly along said northerly right-of-way to the north-south centerline of said Section 36 and the POINT OF BEGINNING.

THENCE, continuing along the north and south centerline of said Section 36, 6.00 feet.

THENCE, North 89°24'59" East, 95.98 feet, parallel with and 6.00 feet distant from said northerly right-of-way line.

THENCE, South 00°35'01" East, 6.00 feet to said northerly right-of-way line.

THENCE, South 89°24'59" West, 95.98 feet, along said northerly right-of-way line, to the POINT OF BEGINNING.

Containing 0.01 acres (576.1 sq. ft.), more or less.
TOGETHER WITH,

The underlying fee interest of that portion of land described in Official Records Volume 35, page 404 and Road Deeds Book 2, page 44, lying within said southwest quarter of the southeast quarter of Section 36.

Containing 1.21 acres, more or less.

The basis of all bearings herein is the California Coordinate System 1983 (1991.35), Zone 4. Distances are GRID distances on said coordinate system. To convert to ground distances, divide by the combined grid factor of 0.9998204.

END OF DESCRIPTION

Exhibit B

Portions of the northwest quarter of the northeast quarter of Section 1, Township 7 South, Range 32 East, Mount Diablo Meridian, in the County of Inyo, State of California, more particularly described as follows:

PARCEL 4067-5 Aerial Easement

That portion of the north 200 feet of the west 200 feet measured from the right-of-way lines of 09-INY-395 per deed on Official Records, Book 35, Page 404, recorded January 29, 1936, and the right-of-way of See Vee Lane, which is 25 feet from the centerline (the Property). More particularly described as follows:

A strip of land in the northerly portion of the Property, 6.00 feet wide, parallel with and the southerly edge of which is 51.49 feet distant from the centerline of 09-INY-395.

TOGETHER WITH:

All that land lying coincident with and to the east of the Property, bounded to the north by said southerly right-of-way line of 09-INY-395, and bounded to the south and east by the following described line:

BEGINNING on the east line of the Property, at a point which is 51.49 feet distant from the centerline of 09-INY-395.

THENCE, North 87°00'40" East, 151 feet to a point which is 45.14 feet from said centerline and is 6 feet southerly of a power pole which is approximately South 84°34'30" East, 373 feet from a brass cap set in concrete, in a monument well, marked "County Surveyor 1/4 S36 S1 1973 LS 3462".

THENCE, North 0°35'01" West 5.15 feet to said southerly right of way line.

EXCEPTING therefrom that portion lying within the described parcels 4067-1 and 4067-2.

The basis of all bearings herein is the California Coordinate System 1983 (1991.35), Zone 4. Distances are GRID distances on said coordinate system. To convert to ground distances, divide by the combined grid factor of 0.9998204.

END OF DESCRIPTION