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20150138506



Pages:
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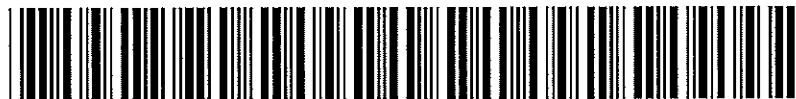
Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

02/06/15 AT 11:40AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201502060620022

00010152099



006638867

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
The City of Palos Verdes Estates



AND WHEN RECORDED RETURN TO:
City Clerk
City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

This is a conveyance of an easement and the consideration and value is less than \$100.00

The undersigned Grantor declares that the documentary transfer tax due is \$ 0, computed on full value of property conveyed.

GRANT OF EASEMENT

By this instrument dated January 14, 2015, THE CITY OF PALOS VERDES ESTATES, a municipal corporation, ("Grantor") hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California public utility water corporation, ("Grantee"), a non-exclusive easement in gross, consisting of the right from time to time to construct, reconstruct, install, inspect, maintain, repair, replace, remove, operate and use facilities of the type hereinafter specified, together with a right of way for such facilities and ingress to and egress from such facilities, upon, across and/or under the lands situated in the City Palos Verdes Estates, County of Los Angeles, State of California, described as follows:

SEE ATTACHMENTS



The above described strip(s) or parcel(s) of land are referred to in this Grant of Easement as the "Easement Area," as more particularly described in Exhibit "A" attached hereto and made a part hereof, and as shown on the map attached hereto as Exhibit "B". The Easement Area and the facilities installed by Grantee thereon shall be used by Grantee for the conveyance, distribution and/or storage of water, and the installation, operation, inspection, maintenance, repair, relocation, replacement and removal of such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a public utility water company and for any other legally permitted purpose.

Grantor hereby reserves, for itself, its successors and assigns, the right to use the surface of the Easement Area for parking, landscaping, walkways, signs and driveways; provided that Grantor shall not erect or construct any building or other structure, or otherwise conduct activities in the Easement Area which may impair or prevent Grantee's use of the Easement Area for the purposes specified herein, except upon the prior written approval of Grantee, which may not be unreasonably withheld, delayed or conditioned. Grantor shall not engage in activities that damage or is reasonably likely to damage, Grantee's facilities and equipment in the Easement Area, except upon the prior written approval of Grantee, which may not be unreasonably withheld, delayed or conditioned. Without limiting the foregoing, Grantor shall not perform or permit any digging, tunneling or other forms of construction activity on the Easement Area which would substantially disturb, or are likely to substantially disturb the compaction or unearth Grantee's facilities located within the Easement Area or endanger the lateral support to such facilities, except upon the prior written approval of Grantee, which may not be unreasonably withheld, delayed or conditioned.

Grantee hereby agrees that Grantee shall vacate the Easement Area and any improvements constructed by Grantee thereon and relocate its facilities to a reasonable alternative Easement Area, at Grantor's sole cost and expense upon ninety (90) days written notice from Grantor to Grantee. Upon such relocation, Grantee shall deliver to Grantor a quitclaim deed releasing Grantee's interest in the vacated Easement Area.

Grantee agrees, at its sole cost, to keep all facilities and equipment of Grantee in the Easement Area in good condition and repair, subject only to ordinary wear and tear. In the event Grantee damages the surface of the Easement Area or improvements thereon, permitted by this Agreement and installed by or for Grantor, Grantee shall, at its cost, repair the damage caused by the activities of Grantee and restore the surface of the Easement Area as nearly as possible to the condition in which such surface area and improvements existed at the commencement of the activities of Grantee which caused such damage.

Grantee and their successors and assigns agrees to indemnify and hold harmless Grantor and its successors and assigns as owners of the Easement Area, from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, resulting from or arising in connection with Grantee's (or their successors or assigns) improvement, use, operation, maintenance and/or repair of the facilities and/or the Easement Area. Should Grantor be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising from Grantee's (or its successors and assigns) utilization of the Easement, Grantee and its successors and assigns will defend Grantor (upon Grantor's request and with counsel satisfactory to Grantor). Grantee and its successors and assigns agree to further indemnify Grantor for any judgment rendered against it or any sums paid out in settlement or otherwise, except to the extent of Grantor's own active negligence or willful misconduct. As used in this paragraph, "Grantor" means and includes the City Palos Verdes Estates, the City's elected and appointed officials, officers, employees, volunteers, and agents.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. Grantor hereby warrants and agrees that as used herein, the term "Grantor" means all title record owner(s) of the Easement Area and shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement in gross granted hereby.

[SIGNATURE PAGE FOLLOWS.]

GRANTOR, CITY OF PALOS VERDES
ESTATES

Ellen Perkins
Ellen Perkins, MAYOR

GRANTEE, CALIFORNIA WATER SERVICE
COMPANY

By: Lynne McGhee 2-3-15
Title: Lynne McGhee, General Counsel, VP

ATTEST:

Vickie Kroneberger
Vickie Kroneberger, City Clerk

Michelle Mortensen
Title: Michelle Mortensen 2-3-15
Corporate Secretary

APPROVED AS TO FORM:

Christi Hugin
CHRISTI HOGIN, City Attorney

Project #: **PV-70089**

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 Santa Clara)

On Feb. 3, 2015, before me, Lina Jo Distefano,
DATE NAME, TITLE OF OFFICER

personally appeared Lynne McGhee and Michelle Renee Mortensen
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.

[Handwritten Signature]
SIGNATURE OF THE NOTARY



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 Los Angeles

On January 22, 2015 before me, Vickie Kroneberger, Notary Public
(insert name and title of the officer)

personally appeared Ellen Perkins
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 Vickie Kroneberger (Seal)

A 20 STRIP OF LAND BEING THAT PORTION OF LOT B OF TRACT NO. 4400, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 95 AND 96 OF MAPS AND THAT PORTION OF LOT A OF TRACT NO. 9822, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 139, PAGES 45 THROUGH 47 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL 1 OF THAT CERTAIN GRANT DEED RECORDED IN BOOK 15925, PAGE 381 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE NORTH 26°20'50" WEST 22.71 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 60°29'10" WEST 37.48 FEET; THENCE SOUTH 14°51'55" WEST 28.93 FEET; THENCE SOUTH 04°24'33" WEST 144.17 FEET; THENCE SOUTH 49°24'33" WEST 13.73 FEET; THENCE SOUTH 04°24'33" WEST 144.31 FEET; THENCE SOUTH 30°51'11" EAST 121.62 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF VIA CAMPESINA, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 9822 DISTANT SOUTH 84°51'40" WEST 262.5 FEET, MORE OR LESS, FROM THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF SAID LOT A SHOWN AS SOUTH 84°51'40" WEST 419.02 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL TERMINATE SOUTHERLY AT THE RIGHT-OF-WAY OF SAID VIA CAMPESINA AND NORTHEASTERLY AT SAID SOUTHWESTERLY LINE OF PARCEL 1.

CONTAINING 9,802 SQ. FT. MORE OR LESS

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF



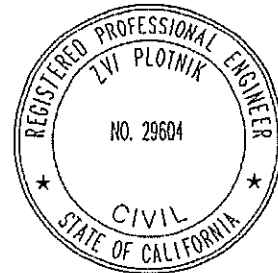
PREPARED BY ME OR UNDER MY SUPERVISION:

Zvi Plotnik

10/28/14

ZVI PLOTNIK
R.C.E. 29604

DATE

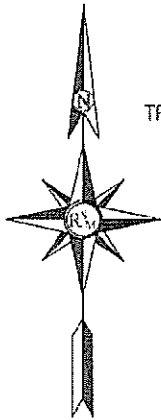


**Plotnik &
Associates**

18710 S. Wilmington Ave., Suite 203
Rancho Dominguez, California 90220
Tel: (310) 605-6657
Fax: (310) 605-6658
www.plotnik.com

EXHIBIT "A"

SCALE:	DATE:	10/27/14
BY:	PC	JOB NO.: 460.00

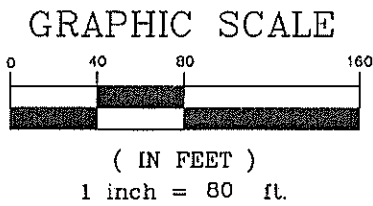


TRUE POINT OF BEGINNING

PARCEL 1
BOOK 15925, PAGE 381, O.R.
APN: 7538-026-002

MOST SOUTHERLY CORNER,
PARCEL 1, PER SAID DEED
POINT OF BEGINNING

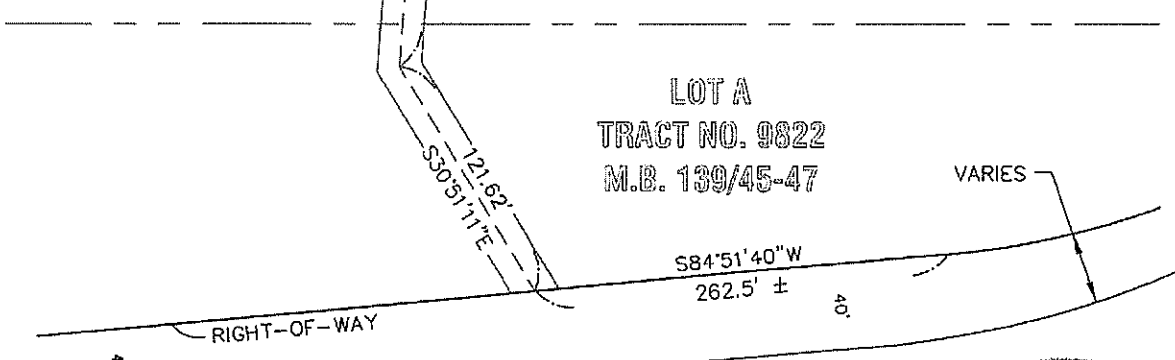
Line Table		
Line #	Direction	Length
L1	N26°20'50"W	22.71'
L2	S60°29'10"W	37.48'
L3	S14°51'55"W	28.93'
L4	S49°24'33"W	13.73'



20' EASEMENT

LOT B
TRACT NO. 4400
M.B. 72/95-96

LOT A
TRACT NO. 9822
M.B. 139/45-47



VIA CAMPESINA



Plotnik & Associates

• CIVIL ENGINEERING • LAND SURVEYING

18710 S. Wilmington Ave., Suite 203
Rancho Dominguez, California 90220
Tel: (310) 605-6657
Fax: (310) 605-6658
www.plotnik.com

EXHIBIT "B"

SCALE:	1" = 80'	DATE:	10/27/14
BY:	PC	JOB NO.:	460.00