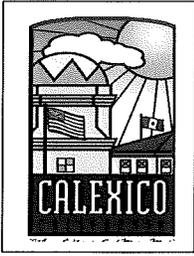


**AGENDA  
ITEM**

**10**



# AGENDA STAFF REPORT

**DATE:** July 3, 2019

**TO:** Mayor and City Council

**APPROVED BY:** David B. Dale, City Manager *DD*

**PREPARED BY:** Lilliana Falomir, Public Works Manager *Lilliana Falomir*

**SUBJECT:** Resolution of the City Council of the City of Calexico Authorizing the City Manager and City Clerk to Execute Quitclaim Deed(s), Grant Deed(s), Easement Deed(s) and Certificates of Acceptance to the State of California, Department of Transportation.

=====

**Recommendation:**

Adopt a Resolution of the City Council of the City of Calexico Authorizing the City Manager and City Clerk to Execute Quitclaim Deed(s), Grant Deed(s), Easement Deed(s) and Certificates of Acceptance to the State of California, Department of Transportation.

**Background:**

The California Department of Transportation (Caltrans) in cooperation with the City of Calexico, proposes to improve traffic operations, enhance bicycle and pedestrian access, and improve drainage performance on HWY 98. HWY 98 will be widened from four lanes to six lanes from Ollie Avenue to State Route 111, tying back to the existing road at Rockwood Avenue. Sidewalks are proposed along both sides of HWY 98 for the entire length of the project to encourage pedestrian use as well as enhance access to schools and businesses.

**Discussion & Analysis:**

Due to the widening of HWY 98, the Department of Transportation has requested that the City of Calexico transfer the following parcels to the Department of Transportation via, Quitclaim, Grant and Easement Deed(s):

1. Parcel No. 35563-1, 2
2. Parcel No. 35564-1, 2
3. Parcel No. 35564-3 & 35565-1
4. Parcel No. 35647-1, 2

<b>AGENDA ITEM</b>
<i>10</i>

Therefore, staff is requesting that the City Council of the City of Calexico authorize the City Manager and City Clerk to execute the Quitclaim, Grant and Easement Deed(s) for the above-mentioned parcels in order to transfer the subject properties to the State of California, Department of Transportation.

**Fiscal Impact:**

Revenue:

1.	Parcel No. 35563-1, 2	\$98,500.00
2.	Parcel No. 35564-1, 2	\$2,500.00
3.	Parcel No. 35564-3 & 35565-1	\$0.00
4.	Parcel No. 35647-1, 2	<u>\$2,500.00</u>
Total		\$103,500.00

**Coordinated With:**

Department of Transportation and Public Works Department.

**Attachment(s):**

1. Resolution of the City Council of the City of Calexico Authorizing the City Manager and City Clerk to Execute Quitclaim Deed(s), Grant Deed(s), Easement Deed(s) and Certificates of Acceptance to the State of California, Department of Transportation.
2. Right-of-Way Contract Parcel No. 35563-1, 2
3. Easement Deed Parcel No. 35563-1, 2
4. Right-of-Way Exhibit Map
5. Right-of-Way Contract Parcel No. 35564-1, 2
6. Grant Deed Parcel No. 35564-1, 2
7. Quitclaim Deed Parcel No. 35564-3 & 35565-1
8. Right-of-Way Exhibit Map
9. Right-of-Way Parcel No. 35647-1, 2
10. Easement Deed Parcel No. 35647-1, 2
11. Right-of-Way Exhibit Map

RESOLUTION NO. 2019-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE QUITCLAIM DEED(S), GRANT DEED(S), EASEMENT DEED(S) AND CERTIFICATES OF ACCEPTANCE TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City is authorized to acquire property and accept/grant real property interest for the construction and maintain of public improvements within the City of Calexico; and

WHEREAS, the City of Calexico (“Owner”) is the owner of the subject properties; and

WHEREAS, Government Code section 27281 requires a city to execute a Certificate of Acceptance for the recordation of any interest being granted by the City; and

WHEREAS, Government Code section 27281 allows a City Council to adopt a Resolution authorizing the execution of Certificates of Acceptance on its behalf; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Calexico hereby resolves as follows:

Section 1. The above-listed recitals are true and correct.

Section 2. The City Manager and City Clerk are authorized to execute Quitclaim Deed(s), Grant Deed(s), Easement Deed(s) and Certificates of Acceptance for the following parcels:

1. Parcel No. 35563-1, 2
2. Parcel No. 35564-1, 2
3. Parcel No. 35564-3 & 35565-1
4. Parcel No. 35647-1, 2

Section 3. The City of Calexico transfers via Quitclaim Deed(s), Grant Deed(s) and Easement Deed(s) to the State of California, Department of Transportation.

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of July, 2019.

---

Lewis Pacheco, Mayor

Attest:

---

Gabriela T. Garcia, Deputy City Clerk

Approved as to Form:

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Carlos L. Campos, City Attorney

State of California     )  
County of Imperial    ) ss.  
City of Calexico       )

I, Gabriela T. Garcia, City Clerk of the City of Calexico, California, do hereby certify that the above and foregoing Resolution No. 2019-\_\_\_\_\_ was duly passed, approved and adopted by the City Council at its regular meeting held on the 3<sup>rd</sup> day of July, 2019, by the following vote, to-wit:

AYES:  
NOES:  
ABSENT:

---

Gabriela T. Garcia, Deputy City Clerk

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35563 (City of Calexico)

, California

, 2019

*City of Calexico, a municipal corporation  
organized & existing under and by the  
laws of the State of California*

Grantor--

DISTRICT	COUNTY	ROUTE	KILO POST	R/W E.A	PID
11	SD	98	32.3	080289	11-1700-0085

**RIGHT OF WAY CONTRACT--STATE HIGHWAY**

Document No. 35563-1&2 in the form of a Easement Deed covering the property particularly described therein has been executed and delivered to Elizabeth Robledo Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 35563-1&2 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor and Grantee 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:

- (A) Pay the undersigned grantor(s) the sum of **\$98,500.00** for the property or interest conveyed by above document(s) when title to said property vests in the State.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35563 (City of Calexico)

4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State for Parcel No. 35563-1 including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor(s). The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
5. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by these easements and that they have the exclusive right to grant said easements.
6. It is understood and agreed between the parties hereto that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Nos. 35563-2 for the period commencing on July 30, 2019 and terminating on December 31, 2022. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.
7. It is recognized and understood that the undersigned Grantor(s), or their successors in interest, shall not have access to the area of the Temporary Construction Easement. Access to the area of the Temporary Construction Easement will be granted upon the completion of construction or December 31, 2022, whichever date occurs first.
8. It is understood and agreed that in the event the Grantor(s) plans to sell, lease, or rent the Grantor's property prior to the expiration of the temporary construction easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by the State.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above, includes, but is not limited to, payment for minor improvements listed in Exhibit A of this agreement. These items are considered to be part of the realty and are being acquired by the State in this transaction.  
  
Landscaping and sprinkler/irrigation items located within highway easement Parcel No. 35563-1 will be replaced as part of the project and are not being compensated. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left as good condition as found.
10. Should the property be materially destroyed by fire, earthquake, or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, the State may reappraise the property and make an offer thereon.
11. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) herein is payment in full to compensate Grantor(s) for the expense in performing the following work:

- Reconnection of Sprinkler/Irrigation System (2,575 SF) within Parcel No. 35563-2

The Grantor(s) release(s) the State from any obligations to perform the above-referenced work.

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**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35563 (City of Callexico)

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12. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor(s) for a period exceeding one month.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and confirmed by the parties hereto that a delay in passage of the State 2019-2020 fiscal year budget may result in a delay of the funding and close of escrow for this transaction.
15. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor Street, San Diego, CA 92110

05-15-19 ER

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**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35563 (City of Calexico)

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In Witness whereof, the parties have executed this agreement the day and year first above written.

City of Calexico, a municipal corporation organized  
& existing under and by the laws of the State of  
California

By \_\_\_\_\_

*Grantor(s)*

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_

Elizabeth Robledo,  
*Associate Right of Way Agent*

**STATE OF CALIFORNIA  
Department of Transportation**

By \_\_\_\_\_

Steve Aragon,  
*Senior Right of Way Agent*

By \_\_\_\_\_

Mark Phelan,  
*Interim Deputy District Director  
Right of Way*

**No Obligations Other Than Those Set forth Herein Will Be Recognized**

**ADA Notice**

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814

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**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35563 (City of Calexico)

**Exhibit A****SITE IMPROVEMENTS**

<b>Improvement</b>	<b>Units</b>	<b>%</b>
*Sprinkler/Irrigation system (TCE area)	2,575 SF	50%
Lawn (TCE area)	2,575 SF	100%
Miscellaneous Trees (TCE area)	3	100%
Wooden Single-Face Signs 6'x16'	2	100%
Wooden Posts (5 Posts) 15 LF each set in concrete	75 LF	100%
Metal Triple-Face Sign 6'x10'	3	100%
Metal Post (1) 25 LF Set in Concrete	25 LF	100%

\*Cost to Cure Item

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 27383  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

Recording Requested By and Mail To:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110  
Attn: Tya Haylock

Documentary Transfer Tax \$0  
This conveyance establishes governmental entities  
Acquiring title. R&T - 11922

Space above this line for Recorder's Use

**EASEMENT DEED**

District	County	Route	Postmile	Number
11	IMP	98	32.3	35563-1, -2

R/W MAP 83618.1b APN N/A E.A. 080280

**CITY OF CALEXICO,**

a corporation organized and existing under and by virtue of the laws of the State of California hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for HIGHWAY PURPOSES, upon, over and across that real property in the CITY OF CALEXICO, County of IMPERIAL, State of California, described as follows:

See Exhibit "A", attached.

Number
35563-1, -2

EXHIBIT "A"

Parcel 35563-1

FOR HIGHWAY PURPOSES, to the State of California, its successors or assigns, upon, under, over and across that portion of Parcel 1 in the City of Calexico, County of Imperial, State of California, according to Relinquishment Map R14736, filed in the office of the County Recorder of said County as FILE NO. 56 on November 4, 1965:

BEGINNING at an angle point in the Easterly right of way line of 11-IMP-111, said point being the Northerly terminus of that course shown as "S.41°25'39"W., 30.00 feet" on sheet 2 of 4 sheets of said Relinquishment Map, thence (1) along said Easterly right of way line, N.03°34'13"W., 21.98 feet; thence (2) S.43°57'06"W., 23.17 feet; thence (3) N.88°48'35"W., 204.20 feet; thence (4) N.16°12'51"W., 11.47 feet; thence (5) N.57°42'24"E., 7.38 feet; thence (6) N.32°20'57"W., 65.45 feet to a point on a non-tangent curve, shown as the Southeasterly line of Parcel "A", shown on Sheet 1 on Parcel Map 11-50, filed December 27, 2000 in the office of said County Recorder; thence (7) from a radial which bears S.18°50'14"E., along said curve to the right, having a radius of 273.00 feet, through a central angle of 5°59'08", an arc length of 28.52 feet to the Southeasterly line of Parcel 6 of said Parcel Map 11-50; thence (8) along said Southeasterly line of Parcel 6 and the Southeasterly line of parcel "D" of said Parcel Map 11-50, S.32°17'10"W., 129.57 feet to the Westerly terminus of that course shown as "S80°37'02"W 121.46'" on said Sheet 2 of said Relinquishment Map, said course also being the Northerly right of way of 11-IMP-98; thence (9) N.80°37'32" E., 121.48 feet along said Northerly right of way to an angle point therein; thence (10) continuing along said Northerly right of way S.88°42'14"E., 210.54 feet to an angle point in said right of way therein; thence (11) continuing along said right of way, N.41°25'37"E., 30.00 to the POINT OF BEGINNING.

Parcel 35563-2

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES upon, under, over and across that portion of Parcel 1 in the City of Calexico, County of Imperial, State of California, according to Relinquishment Map R14736, filed in the office of the County Recorder of said County as FILE NO. 56 on November 4, 1965, lying Southeasterly, Southerly, and Southwesterly of the following described line:

COMMENCING at the "POINT OF BEGINNING" of herein above described Parcel 35563-1; thence (12) along said Easterly right of way line N.03°34'13"W., 35.54 feet; thence (13) S.43°57'06"W., 27.95 feet; thence (14) N.88°48'35"W., 181.77 feet; thence (15) N.32°20'57"W., 28.10 feet to a point on said non-tangent curve; thence (16) from a radial which bears S.22°40'22"E., along a curve to the right, having a radius of 320.00

Number
35563-1, -2

feet, through a central angle of 6°14'00", an arc length of 34.80 feet to the POINT OF TERMINUS

EXCEPTING THEREFROM the herein above described Parcel 35563-1.

Rights to the above described temporary easement shall cease and terminate on December 31, 2022. Said rights may also be terminated prior to the above date by STATE upon notice to GRANTOR.

Bearings and distances are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Divide all distances by 1.000024 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature James W. Lindsay

Date April 25, 2019

AU JWL

CK PJP



Number
35563-1, -2

The GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway

Dated: \_\_\_\_\_

City of Calexico

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

---

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 real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

Director of Transportation  
LAURIE BERMAN

By \_\_\_\_\_

Attorney in Fact

MARK PHELAN  
Interim Deputy District Director  
Right of Way Division

CITY OF CALEXICO

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed to which this Certificate of Acceptance is attached,

from: CITY OF CALEXICO, a municipal corporation of the State of California ("Grantor")

to: DEPARTMENT OF TRANSPORTATION, a public agency of the State of California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee's governing board, and Grantee hereby consents to recordation of said Easement Deed.

Dated: \_\_\_\_\_

CITY OF CALEXICO,  
a municipal corporation of the State of California

By: \_\_\_\_\_  
David B. Dale, City Manager



**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35564 (City of Calexico)

, California

, 2019

*City of Calexico, a municipal corporation  
organized & existing under and by the  
laws of the State of California*

Grantor--

DISTRICT	COUNTY	ROUTE	KILO POST	R/W E.A	PID
11	SD	98	32.3	080289	11-1700-0085

**RIGHT OF WAY CONTRACT--STATE HIGHWAY**

Document No. 35564-1, 2 in the form of a Grant Deed covering the property particularly described therein has been executed and delivered to Elizabeth Robledo Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 35564-1, 2 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor and Grantee 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:
  - (A) Pay the undersigned grantor(s) the sum of **\$2,500.00** for the property or interest conveyed by above document(s) when title to said property vests in the State.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State for Parcel No. 35564-1 including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor(s). The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35564 (City of Calexico)

5. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by these easements and that they have the exclusive right to grant said easements.
6. It is understood and agreed between the parties hereto that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Nos. 35564-2 for the period commencing on July 30, 2019 and terminating on December 31, 2022. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.
7. It is recognized and understood that the undersigned Grantor(s), or their successors in interest, shall not have access to the area of the Temporary Construction Easement. Access to the area of the Temporary Construction Easement will be granted upon the completion of construction or December 31, 2022, whichever date occurs first. After construction, landscaping and the irrigation system in this area will be replaced by State's contractor.
8. It is understood and agreed that in the event the Grantor(s) plans to sell, lease, or rent the Grantor's property prior to the expiration of the temporary construction easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by the State.
9. Should the property be materially destroyed by fire, earthquake, or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, the State may reappraise the property and make an offer thereon.
10. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor(s) for a period exceeding one month.
11. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
12. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
13. It is understood and confirmed by the parties hereto that a delay in passage of the State 2019-2020 fiscal year budget may result in a delay of the funding and close of escrow for this transaction.
14. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor Street, San Diego, CA 92110.

In Witness whereof, the parties have executed this agreement the day and year first above written.

City of Calexico, a municipal corporation organized  
& existing under and by the laws of the State of  
California

By \_\_\_\_\_

*Grantor(s)*

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Elizabeth Robledo,  
*Associate Right of Way Agent*

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Steve Aragon,  
*Senior Right of Way Agent*

By \_\_\_\_\_  
Mark Phelan,  
*Interim Deputy District Director*  
*Right of Way*

**No Obligations Other Than Those Set forth Herein Will Be Recognized**

**ADA Notice**

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814

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**STATE OF CALIFORNIA HIGHWAY USAGE**

**STATE BUSINESS FREE GOVT CODE 27383  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11**

**Recording Requested By and Mail To:**

**State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110  
Attn: Tya Haylock**

Documentary Transfer Tax \$0  
This conveyance establishes governmental entities  
Acquiring title. R&T - 11922

Space above this line for Recorder's Use

**GRANT DEED**

District	County	Route	Postmile	Number
11	IMP	98	PM 32.3	R/W 35564-1,2

R/W MAP 83619.1 APN ----- E.A. 08028

City of Calexico, a Charter City and Municipal Corporation,  
a corporation organized and existing under and by virtue of the laws of the State of  
California, hereinafter called GRANTOR, hereby grants to the State of California,  
Department of Transportation, hereinafter called STATE, all that real property in the City  
of Calexico, County of Imperial, State of California, described as follows:

See Exhibit "A", attached.

**Exhibit "A"****PARCEL 35564-1**

That portion of the Southwest Quarter of the Southwest Quarter of Section 12, Township 17 South, Range 14 East, San Bernardino Meridian, in the County of Imperial, State of California, lying Northeasterly and Northerly of courses "(2)" thru "(4)" inclusive; as described in Deed to the State of California, recorded May 30, 1995, as Book 1809, Page 455, in the office of the County Recorder of Imperial County, and lying Southerly, Southwesterly and Southeasterly of the following described **Line "A"**:

**Line "A"**

**COMMENCING** at a Well Monument with a 2 ¼ inch California Department of Transportation disk marking Engineer's Station 104+99.68 "J" Line as shown on State Highway Monumentation Map MLO-73618 which bears S.03°34'14"E., 1043.27 feet from a 2 ¼ inch California Department of Transportation disk in concrete marking Engineer's Station 115+42.95 "J" Line as shown on said Monumentation Map, thence along said "J" Line N.03°34'14"W., 89.11 feet, thence leaving said "J" Line N.86°25'46"E., 61.00 feet to the Easterly Right of Way of Interstate Route 111 and the **POINT OF BEGINNING**; thence (1) leaving said Easterly Right of Way N.86° 25' 46"E., 17.36 feet; thence (2) S.48° 37' 28"E., 37.67 feet; thence (3) S.88° 36' 22"E., 223.94 feet; thence (4) N.43° 13' 04"E., 22.06 feet; thence (5) S.85° 46' 23"E., 62.75 feet; thence (6) S.46° 14' 03"E., 25.03 feet; thence (7) S.89° 24' 17"E., 120.28 feet; thence (8) S.73° 12' 38"E., 42.19 feet; thence (9) N.89° 53' 39"E., 140.20 feet; thence (10) N.43° 50' 52"E., 19.13 feet; thence (11) N.88° 02' 22"E., 5.37 feet to the Westerly Right-of-Way of Rockwood Avenue and the **POINT OF TERMINUS**.

**EXCEPTING THEREFROM** that portion of land described in Easement Deed to said County of Imperial, recorded September 25, 1916, as Book 112, Page 216, in said Office of the County Recorder.

**PARCEL 35564-2**

**A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**, upon, over, under and across that portion of land described in Indenture between Florence A. Hoffman et ux, and Carl P. Norwall, recorded September 25, 1916, as Book 113, Page

Number
R/W 35564-1,2

57, in said office of the County Recorder, being a strip of land 10.00 feet in width, the Southerly sideline being the hereinabove **Line "A"**.

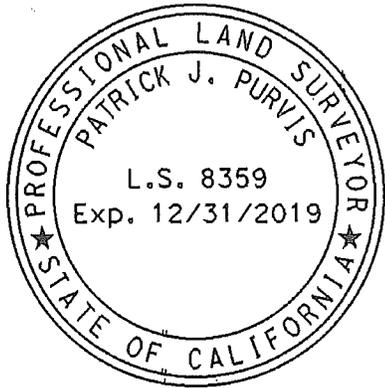
Rights to the above described temporary easement shall cease and terminate on December 31, 2022. Said rights may also be terminated prior to the above date by STATE upon notice to GRANTOR.

Bearings and distances used in the above description(s) are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Divide all distances by 1.000024 to obtain ground level distances.

The attached real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Patrick J. Purvis  
Date 3/6/19

AU: ram  
CK: pjp



Number
R/W 35564-1,2

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed in fee and the GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: \_\_\_\_\_

City of Calexico

\_\_\_\_\_  
Name:  
Title:

---

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 real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

LAURIE BERMAN  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

MARK PHELAN  
Interim Deputy District Director  
Right of Way Division

**CITY OF CALEXICO**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached,

from: CITY OF CALEXICO, a municipal corporation of the State of California ("**Grantor**")

to: DEPARTMENT OF TRANSPORTATION, a public agency of the State of California ("**Grantee**")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

Dated: \_\_\_\_\_

CITY OF CALEXICO,  
a municipal corporation of the State of California

By: \_\_\_\_\_  
David B. Dale, City Manager

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 27383  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

Recording Requested By and Mail To:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110

Space above this line for Recorder's Use

# QUITCLAIM DEED

District	County	Route	Postmile	Number
11	IMP	98	32.3	R/W 35564-3 & 35565-1

R/W MAP 83619.1, & 83619.3 APN ---- E.A. 08028

City of Calexico, a Charter City and Municipal Corporation,  
a corporation organized and existing under and by virtue of the laws of the State of  
California, hereinafter called GRANTOR, hereby releases and quitclaims to the State of  
California, Department of Transportation, hereinafter called STATE, all rights, title, and  
interest in that real property in the City of Calexico, County of Imperial, State of California,  
described as follows:

See Exhibit "A", attached.

Number
R/W 35564-3 & 35565-1

## Exhibit "A"

### PARCEL 35564-3

That portion of the Southwest Quarter of Section 12, Township 17 South, Range 14 East, San Bernardino Meridian, in the County of Imperial, State of California, as described in Deed to the County of Imperial, recorded September 25, 1916, as Book 112, Page 216, in the office of the County Recorder of said Imperial County, lying Southerly, and Southwesterly of the following described **Line "A"**:

### Line "A"

**COMMENCING** at a Well Monument with a 2 ¼ inch California Department of Transportation disk marking Engineer's Station 104+99.68 "J" Line as shown on State Highway Monumentation Map MLO-73618 which bears S.03°34'14"E., 1043.27 feet from a 2 ¼ inch California Department of Transportation disk in concrete marking Engineer's Station 115+42.95 "J" Line as shown on said Monumentation Map, thence along said "J" Line N.03°34'14"W., 89.11 feet, thence leaving said "J" Line N.86°25'46"E., 61.00 feet to the Easterly Right of Way of Interstate Route 111 and the **POINT OF BEGINNING**; thence (1) leaving said Easterly Right of Way N.86° 25' 46"E., 17.36 feet; thence (2) S.48° 37' 28"E., 37.67 feet; thence (3) S.88° 36' 22"E., 223.94 feet; thence (4) N.43° 13' 04"E., 22.06 feet; thence (5) S.85° 46' 23"E., 62.75 feet; thence (6) S.46° 14' 03"E., 25.03 feet; thence (7) S.89° 24' 17"E., 120.28 feet; thence (8) S.73° 12' 38"E., 42.19 feet; thence (9) N.89° 53' 39"E., 140.20 feet; thence (10) N.43° 50' 52"E., 19.13 feet; thence (11) N.88° 02' 22"E., 5.37 feet to the Westerly Right-of-Way of Rockwood Avenue and the **POINT OF TERMINUS**.

**EXCEPTING THEREFROM** that portion of land described in Deed to the State of California, recorded May 30, 1995, as Document No. 95-011572, in said Office of the County Recorder.

### PARCEL 35565-1

That portion of the Southwest Quarter of the Southwest Quarter of Section 12, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 17 South, Range 14 East, San Bernardino Meridian, in the County of Imperial, State of California, bounded as follows:

Number
R/W 35564-3 & 35565-1

**BOUNDED** on the West by the Westerly Right of Way of Paulin Avenue North and its Southerly prolongation per O.R. 3-42, filed January 3, 1917, in said Office of the County Recorder;

**BOUNDED** on the South by the Centerline of that certain 100.00 foot wide right of way shown as State Highway 98 on F.M. 1-42, recorder August 5, 1953, in said Office of the County Recorder;

**BOUNDED** on the East by the Westerly Right of Way of Rockwood Avenue and its Southerly prolongation per F.M. 9-57, filed August 4, 1964, in said Office of the County Recorder;

**BOUNDED** on the North by Line "A" described in "PARCEL 35564-3" hereinabove.

Bearings and distances used in the above description(s) are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Divide all distances by 1.000024 to obtain ground level distances.

The attached real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature *Patrick J. Purvis*

Date 3/8/19

AU: ram

CK: pjp



Number
R/W 35564-3 & 35565-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands conveyed and the GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: \_\_\_\_\_

City of Calexico

\_\_\_\_\_  
Name:  
Title:

---

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 real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

LAURIE BERMAN  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

MARK PHELAN  
Interim Deputy District Director  
Right of Way Division

CITY OF CALEXICO

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached,

from: CITY OF CALEXICO, a municipal corporation of the State of California ("**Grantor**")

to: DEPARTMENT OF TRANSPORTATION, a public agency of the State of California ("**Grantee**")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee's governing board, and Grantee hereby consents to recordation of said Quitclaim Deed.

Dated: \_\_\_\_\_

CITY OF CALEXICO,  
a municipal corporation of the State of California

By: \_\_\_\_\_  
David B. Dale, City Manager



NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

SEC 12 F.M. 5-59

SEC 13 F.M. 1-5 O.M. 6-8

SEC 14 F.M. 1-42

SEC 15 F.M. 1-42

SEC 16 F.M. 1-42

SEC 17 F.M. 1-42

SEC 18 F.M. 1-42

SEC 19 F.M. 1-42

SEC 20 F.M. 1-42

SEC 21 F.M. 1-42

SEC 22 F.M. 1-42

SEC 23 F.M. 1-42

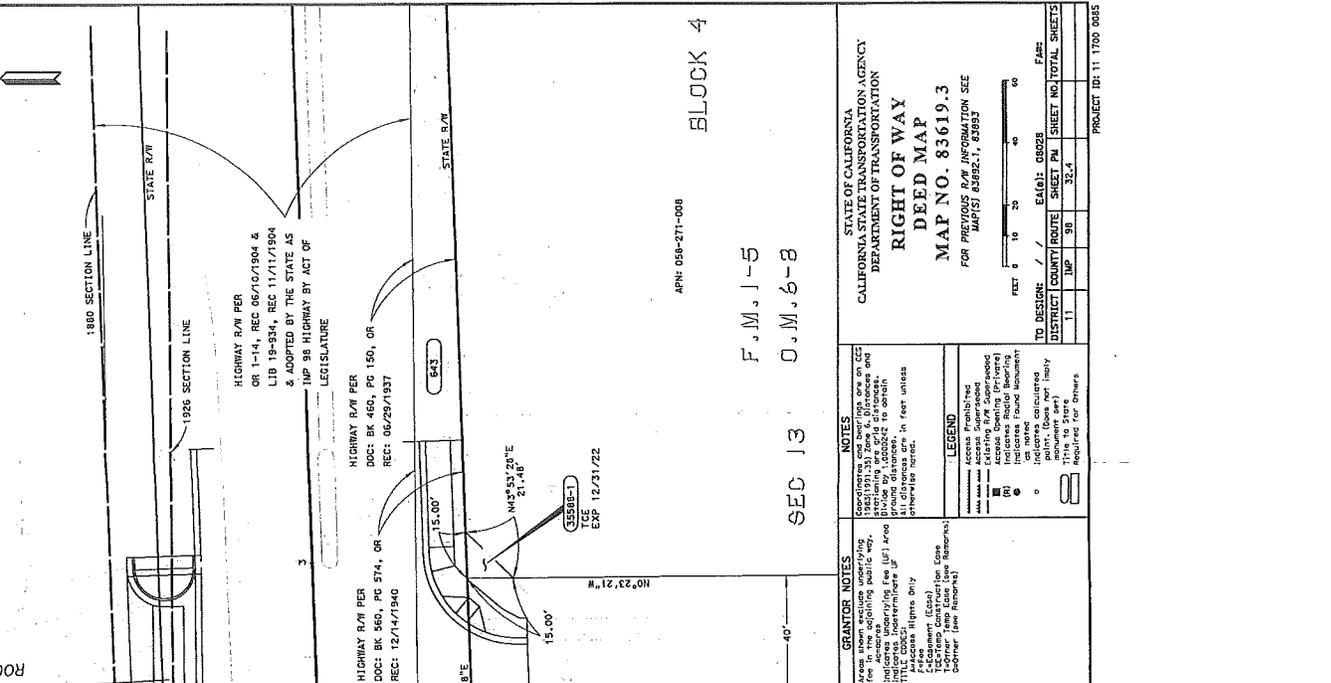
SEC 24 F.M. 1-42

SEC 25 F.M. 1-42

SEC 26 F.M. 1-42

SEC 27 F.M. 1-42

SEC 28 F.M. 1-42



PARCEL#	TITLE	GRANTOR	TOTAL AREA (SQUARE FEET)	REMARKS
35550-1	35550-1	STATE OF CALIFORNIA	112	STREETS AND HIGHWAYS CODE 83
35550-1	35550-1	STATE OF CALIFORNIA	405	TCE EXPIRES 12/31/2022
35550-1	35550-1	STATE OF CALIFORNIA	7831	TCE EXPIRES 12/31/2022
35550-1	35550-1	STATE OF CALIFORNIA	20908	TCE EXPIRES 12/31/2022
35550-1	35550-1	STATE OF CALIFORNIA	650	TCE EXPIRES 12/31/2022

TO DESIGN	COUNTY	ROUTE	SHEET	PN	SHEET NO.	TOTAL SHEETS
11	IMP	98	32.4			

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY DEED MAP**  
MAP NO. 83619.3  
FOR PREVIOUS 9/4 INFORMATION SEE MAP(S) 8362.1, 83697

PROJECT ID: 11 1700 0605

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35647 (City of Callexico)

, California

, 2019

DISTRICT	COUNTY	ROUTE	KILO POST	R/W E.A	PID
11	SD	98	32.2	080289	11-1700-0085

*City of Callexico, a municipal corporation  
organized & existing under and by the  
laws of the State of California*

Grantor--

**RIGHT OF WAY CONTRACT--STATE HIGHWAY**

Document No. 35647-1&2 in the form of a Easement Deed covering the property particularly described therein has been executed and delivered to Elizabeth Robledo Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 35647-1&2 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor and Grantee 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:

- (A) Pay the undersigned grantor(s) the sum of \$2,500.00 for the property or interest conveyed by above document(s) when title to said property vests in the State.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. The undersigned grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.
  4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State for Parcel No. 35647-1 including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor(s). The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35647 (City of Calexico)

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5. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by these easements and that they have the exclusive right to grant said easements.
6. It is understood and agreed between the parties hereto that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as Parcel Nos. 35647-2 for the period commencing on July 30, 2019 and terminating on December 31, 2022. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.
7. It is recognized and understood that the undersigned Grantor(s), or their successors in interest, shall not have access to the area of the Temporary Construction Easement. Access to the area of the Temporary Construction Easement will be granted upon the completion of construction or December 31, 2022, whichever date occurs first.
8. It is understood and agreed that in the event the Grantor(s) plans to sell, lease, or rent the Grantor's property prior to the expiration of the temporary construction easement, the Grantor(s) shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by the State.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above, includes, but is not limited to, payment for minor improvements listed in Exhibit A of this agreement. These items are considered to be part of the realty and are being acquired by the State in this transaction.
10. Should the property be materially destroyed by fire, earthquake, or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, the State may reappraise the property and make an offer thereon.
11. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) herein is payment in full to compensate Grantor(s) for the expense in performing the following work:
  - Replace Sprinkler System & Automatic Controller
  - Replace Rock Ground Cover

The Grantor(s) release(s) the State from any obligations to perform the above-referenced work.

12. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor(s) for a period exceeding one month.
  13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
-

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35647 (City of Calexico)

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14. It is understood and confirmed by the parties hereto that a delay in passage of the State 2019-2020 fiscal year budget may result in a delay of the funding and close of escrow for this transaction.
15. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 11, 4050 Taylor Street, San Diego, CA 92110

05-15-19 ER

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**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

R/W 35647 (City of Callexico)

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In Witness whereof, the parties have executed this agreement the day and year first above written.

City of Callexico, a municipal corporation organized  
& existing under and by the laws of the State of  
California

By \_\_\_\_\_  
*Grantor(s)*

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Elizabeth Robledo,  
*Associate Right of Way Agent*

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Steve Aragon,  
*Senior Right of Way Agent*

By \_\_\_\_\_  
Mark Phelan,  
*Interim Deputy District Director*  
*Right of Way*

**No Obligations Other Than Those Set forth Herein Will Be Recognized**

**ADA Notice**

For individuals with disabilities, this document is available in alternate formats. For Information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814

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**Exhibit A**

**SITE IMPROVEMENTS**

<b>Improvement</b>	<b>Units</b>	<b>%</b>
Fan Palm	2	100%
Medium Shrub	1	100%
Hedges	15	100%
Lawn	171 SF	100%
*Lawn Sprinkler	171 SF	40%
*Automatic Controller	1	40%
*Rock Ground Cover	171 SF	60%

\*Cost to Cure Items

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STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 27383  
DEPARTMENT OF TRANSPORTATION  
DISTRICT 11

Recording Requested By and Mail To:

State of California  
Department of Transportation  
4050 Taylor Street M.S. 310  
San Diego, CA 92110  
Attn: Tya Haylock

Documentary Transfer Tax \$0  
This conveyance establishes governmental entities  
Acquiring title. R&T - 11922

Space above this line for Recorder's Use

**EASEMENT DEED**

District	County	Route	Postmile	Number
11	IMP	98	32.2	35647-1, -2

R/W MAP 83618.1a APN N/A E.A. 080280

CITY OF CALEXICO,  
a corporation organized and existing under and by virtue of the laws of the State of California  
hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation,  
hereinafter called STATE, an easement for HIGHWAY PURPOSES, upon, over and across that real  
property in the CITY OF CALEXICO, County of IMPERIAL, State of California, described as follows:

See Exhibit "A", attached.

Number
35647-1, -2

EXHIBIT "A"

Parcel 35647-1

AN EASEMENT FOR HIGHWAY PURPOSES, to the State of California, its successors or assigns, upon, under, over and across that portion of Lot 1 of Block 21 of First Addition to Calexico, in the City of Calexico, County of Imperial, State of California, according to Map No. 20, filed in the office of the County Recorder of said County, lying Northerly and Northwesterly of the following described line:

BEGINNING at the intersection of the Easterly line of Block 21, of said Map No. 20, and the existing Southerly Right of Way of State Highway 98 as described in deed to said City, recorded May 10, 1910 in Book 50, Page 115 of Official Records in office of said County Recorder, thence along said Easterly line S.0°23'21"E., 22.00 feet to the TRUE POINT OF BEGINNING; thence (1) leaving said Easterly line N.46°01'48"W., 21.81 feet to a line parallel with and 6.75 feet southerly, measured at right angles from said Southerly Right of Way; thence (2) along said parallel line, S89°35'56"W., 275.41 feet; thence (3) S.44°45'52"W., 12.69 feet to a point on the Westerly line of said Block 21 being S.0°23'21"E., 15.70 feet from the intersection of the Westerly line said Block 21 and intersection of the Southerly Right of Way and being the POINT OF TERMINUS.

Parcel 35647-2

A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES upon, under, over and across the Northerly 20.00 feet of Lot 1 of Block 21 of First Addition to Calexico, in the City of Calexico, County of Imperial, State of California, according to Map No. 20, filed in the office of the County Recorder of said County.

EXCEPTING THEREFROM that portion described hereinabove in "PARCEL 35647-1".

Rights to the above described temporary easement shall cease and terminate on December 31, 2022. Said rights may also be terminated prior to the above date by STATE upon notice to GRANTOR.

Bearings and distances are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. Divide all distances by 1.0000242 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Number
35647-1, -2

Signature *James W. Lindsay*  
Date Feb 11, 2019  
AU JWL  
CK \_\_\_\_\_



Number
35647-1, -2

The GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway

Dated: \_\_\_\_\_

City of Calexico

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

---

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 real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

Director of Transportation  
LAURIE BERMAN

By \_\_\_\_\_  
Attorney in Fact

MARK PHELAN  
Interim Deputy District Director  
Right of Way Division

CITY OF CALEXICO

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed to which this Certificate of Acceptance is attached,

from: CITY OF CALEXICO, a municipal corporation of the State of California ("**Grantor**")

to: DEPARTMENT OF TRANSPORTATION, a public agency of the State of California ("**Grantee**")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority granted by Grantee's governing board, and Grantee hereby consents to recordation of said Easement Deed.

Dated: \_\_\_\_\_

CITY OF CALEXICO,  
a municipal corporation of the State of California

By: \_\_\_\_\_  
David B. Dale, City Manager

