PUBLIC SEALED-BID AUCTION

PROPERTY LOCATION	Adjacent to 12910 Culver Blvd, Los Angeles, CA 90292
MINIMUM BID:	\$15,100
BIDDER DEPOSIT:	10% of bid amount, no less than 10% of minimum bid Cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.
SUBMITTAL:	Bidder Deposit, Bid Form, proof of legal access (as an adjoining owner or an executed and notarized agreement with the adjoining owner to be granted permanent access rights conditional upon winning the successful bid), and (if applicable) proof of maintenance agreement with owner of APN 4221-031-016 for connected drainage must be received by bid opening via mail or in-person delivery*. Caltrans District 7 ATTN: Excess Lands 100 South Main Street, MS-6 Los Angeles, CA 90012 *Deliveries will only be accepted at the above address on: Date: September 24, 2024 Time: 11:00 a.m. to 1:00 p.m. (Pacific Standard Time)
BID OPENING:	Date: September 25, 2024 Time: 11:30 a.m. (Pacific Standard Time) Sealed Bids will be opened and read to determine the successful bidder. The successful bidder will be contacted via phone & email following the auction.
AUCTION LOCATION:	Bid opening to occur at Caltrans District 7 office at 100 S Main.
CONTACT:	Phone Number: (213) 897-1868 (Voicemail for Messages) Email: <u>D7auctions@dot.ca.gov</u> Auction site: <u>https://dot.ca.gov/property</u>

We reserve the right to omit the sale of any auction item prior to the auction date

PROPERTY SOLD IN "AS IS" CONDITION

DATA SHEET

DD B4850-01-02

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the prospective bidders. All prospective bidders are encouraged to make visual inspections prior to the auction. The property is sold in "**AS IS**" condition.

LOCATION: Adjacent to 12910 Culver Blvd, Los Angeles, CA 90292 PROPERTY: UNIMPROVED VACANTLOT APN/AIN: N/A

SIZE: 3,779 SF	LIKELY ZONING: Public Facilities
SHAPE: Irregular	TOPOGRAPHY: Level
UTILITIES: None	TENANCY: None

ENCUMBRANCES: Parcel is landlocked with a 2,769 SF drainage easement encumbering the majority. Buyer is solely responsible to maintain surface and subsurface Caltrans drainage facility on parcel and must provide evidence of agreement with owner of APN 4221-031-016 for maintenance of connected facilities. Buyer must also provide proof of legal access or an executed and notarized agreement with an adjoining owner granting access to maintain State drainage facility with bid form. Environmental and storm water covenants with land use restrictions shall be recorded concurrently with sale.

REMARKS: This sale is subject to the approval of the California Transportation Commission (CTC). The successful bid will be submitted for approval at the CTC meeting tentatively scheduled for **January 30**, **2025**. Hazardous Waste Assessment available upon request.

MINIMUM BID: \$15,100

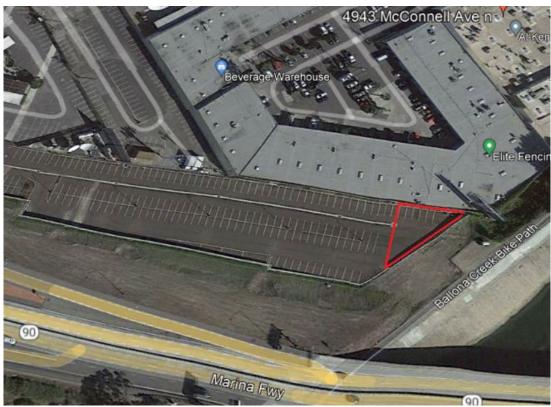
BIDDER DEPOSIT: 10% of bid amount, no less than 10% of minimum bid

Bidder Deposit and Bid Form must be received by bid opening.

BID OPENING: September 25, 2024, at 11:30 a.m.

PURCHASE PERIOD: Balance in full due on or before February 14, 2025, at 11:30 a.m.

REMITTANCE OF PAYMENT: Payments shall be made payable to California Department of Transportation. Bidder Deposit must be in the form of a cashier's check, money order, or certified check and delivered to Caltrans District 7 Right of Way Division, Excess Lands at **100 South Main Street, MS-6, Los Angeles, CA 90012.** Balance of Purchase Price must be in the form of an Electronic Funds Transfer and documentation of the transfer with the completed date is required. **Caltrans does not accept personal checks or cash.**



Aerial View of Subject Property



Looking North to property from S on SR-90

TERMS OF DEPOSIT AND PURCHASE AND SALE AGREEMENT

<u>MINIMUM BID:</u> The State of California, Department of Transportation has agreed to consider all bids equal to or greater than the advertised starting bid. **NO BID BELOW CALTRANS MINIMUM BID WILL BE RECOGNIZED.**

<u>BIDDER DEPOSIT</u>: In order to participate, all bidders must submit a Bidder Deposit. The Bidder Deposit must be in the form of a <u>cashier's check</u>, <u>money order</u>, <u>or certified check</u> <u>made payable to the California Department of Transportation</u>. Bidder Deposit will be returned via certified mail to all unsuccessful bidders following the auction.

In the event of a tie bid, those bidders will be notified and shall have the opportunity to submit a new Bid Form along with the remaining 10% of new bid amount by 11:30 a.m. the following Friday after bid opening. A sealed bid auction will be scheduled for the new submissions by the tied bidders.

<u>PROOF OF LEGAL ACCESS:</u> Parcel is landlocked as noted in the legal description. Caltrans will not provide access to the parcel. For the bidder deposit to be considered, the winning bidder must provide proof of legal access at the time of their bid, either through an adjoining ownership or an executed and notarized agreement with an adjoining ownership conditional on being the winning bidder. No bid deposits will be considered without proof of access.

DRAINAGE MAINTAINANCE: Buyer is responsible for maintenance of surface and subsurface Caltrans drainage facilities connected to facilities on APN 4221-031-016.

PURCHASE AND SALE AGREEMENT: By the close of business day of the auction, the successful bidder will be contacted via email with the Purchase and Sale Agreement, to be signed for cash and shall be bound to the terms specified in the Purchase and Sale Agreement. The highest bid will be submitted to the CTC for approval. Upon signing of the Purchase and Sale Agreement, the successful bidder shall be bound to the terms specified in this Terms of Deposit and Purchase and Sale Agreement.

The Purchase and Sale Agreement must be printed, signed by the successful bidder and then mailed to the following address as original signatures are required.

Caltrans District 7 ATTN: Excess Lands 100 South Main Street, MS-6 Los Angeles, CA 90012

Electronic signatures will not be accepted. The successful bidder will also scan and email a copy of the signed Purchase and Sale Agreement to Caltrans by the close of

business day of the auction with an estimated date of delivery of the original signed document. Unless there is a tie, the original Purchase and Sale Agreement must be received by 11:30 a.m. the following Friday after bid opening.

LIQUIDATED DAMAGES: Liquidated damages are damages whose amount the buyer and Department designate and agree upon during the formation of a contract to sell for the injured party to collect as compensation in the event of a breach of the sale contract. Bidder Deposit is considered liquidated damages if the successful bidder breaches, defaults, or withdraws after remittance.

EXTENSION: There may be a situation wherein the successful bidder is unable to complete the terms within the time allowed for reasons beyond his/her control. Under these circumstances, Caltrans, at its discretion, may elect to extend the payment due date. A charge of 1% of the Purchase Price/Successful bid Price per month shall be made for such extensions. This charge **SHALL NOT** be applied towards the Purchase Price/Successful bid Price.

REJECTED AND DISQUALIFIED BIDS: Caltrans reserves the right to reject any and all offers, and to waive any informality or irregularity in any offer or to accept any offer deemed in the best interest for Caltrans at any time prior to the recordation of the Director's Deed. Any agreement between two or more prospective bidders to set their bid prices, or not to submit bids against each other, for the purpose of purchasing any parcel at a more advantageous price or terms, is prohibited. Where such an agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both partners or joint ventures or other similar legally permissible combination.

ESCROW: Caltrans will maintain an internal escrow at no charge to successful bidder. Successful bidder may open an external escrow at his/her expense, but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should successful bidder elect to open an external escrow, successful bidder and the escrow officer shall notify Caltrans by letter within 10 days from the date of the auction. The notification letters shall be mailed directly to Caltrans, Right of Way Division at the address listed on the data sheet of this brochure. The external escrow officer shall sign Caltrans escrow instructions and ensure that a certified and true copy of the recorded deed from the Recorder's Office is submitted to Caltrans. Caltrans is not required to sign documents provided by external escrow, Successful bidder agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

<u>SUBSEQUENT HIGHEST BIDDERS:</u> In the event the successful bidder fails to execute the Agreement within the Purchase Period or defaults in the completion of the sale, Caltrans, at its discretion, may offer the parcel to subsequent highest bidders at the high bid. If the subsequent highest bidder accepts, the deposit requirements and Terms of the Purchase and Sale Agreement shall be the same as stated in this sales brochure,

except that the agreement period shall commence on the day the parcel is awarded by Caltrans to the Subsequent High Bidder.

INSPECTION INDEMNITY: Any inspection, visit and/or investigation of the property permitted by Caltrans by prospective bidders or any person/entity on their behalf (the "Inspectors") shall 1) keep the property free and clear of liens, 2) repair all damage arising from such inspection, and 3) indemnify, defend and hold Caltrans harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising there from. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Caltrans from liability for any injuries to persons or property occurring during any inspection prior to close of the transaction.

INDEMNIFICATION: Successful bidder shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. The indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of said Property. This provision shall survive transfer of the title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this Agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

NO ASSIGNMENT: Successful bidder shall not assign all or any part of the successful bidder's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve successful bidder of successful bidder's obligation to this Agreement.

COMMISSIONS: Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Bidder and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for

a commission or fee on account of this Agreement. This section does not prohibit a bidder from obtaining a broker at their own expense.

EFFECTIVE HEADINGS: The subject headings of the paragraphs and subparagraphs of this document are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

AGREEMENT TO PERFORM NECESSARY ACTS: Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

NOTICES: All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed to contact person and address listed on the data sheet of this brochure.

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

<u>GOVERNING LAW:</u> This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

SEVERABILITY: If any provision of this document is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

<u>SURVIVAL OF REPRESENTATIONS AND WARRANTIES:</u> All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

<u>TIME IS OF THE ESSENCE</u>: Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

WAIVER: No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

LIMITING CONDITIONS

- 1. CASH TERMS: THIS TRANSACTION WILL BE AN ALL CASH SALE.
- 2. The sale is subject to the approval of the CTC. In the event the CTC fails to approve the sale, all monies paid by the successful bidder will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale. Title is transferred after full payment is received, CTC approves the sale and the Director's Deed is recorded.
- 3. Caltrans reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of the sale and/or rejection of any bids, the respective deposits of monies shall be refunded without interest.
- 4. The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. Caltrans does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested in the State of California, Department of Transportation, and this sale is subject to all title exceptions and reservation whether or not of record. The buyer may obtain a policy of title insurance at his or her own expense. The sale of this property is subject to all matters of public record, any claim of easements or reservations not of record. Prospective bidders should consult with their local title company to obtain additional information regarding title concerns. Caltrans does not provide a preliminary title report.
- 5. The successful bidder is responsible for **ALL FEES** associated with this sales transaction including but not limited to broker's commission, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, points, repairs and costs, documentary stamp taxes, and any other real estate transaction taxes or fees by whatever name known, including any personal property sales tax, where applicable. Caltrans <u>does not</u> pay a broker's commission.
- 6. Successful bidder waives any further right to inspect the Property and conduct tests thereon at the time auction occurs unless Caltrans and buyer mutually agree to a written amendment. The Property is sold "AS IS" in its present physical condition as of the date of the auction, unless otherwise agreed upon and amended by both successful bidder and Caltrans mutually. Successful bidder acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of the auction, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold, asbestos or other environmental health

hazards. Successful bidder acknowledges and agrees that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property. Each prospective bidder should consider these matters when placing his/her bids.

- 7. Properties are not zoned under State ownership; therefore, it is recommended that all prospective bidders fully investigate zoning and land-use restrictions with local authorities concerning the potential uses. Caltrans makes no warranty regarding the zoning or rezoning of any property or land-use determinations. Bidder shall be responsible for checking and complying with local codes and ordinances for permitted land uses. Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Successful bidder shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.
- 8. Caltrans does not assume any liability for any damage which may be caused by flood hazards. Caltrans recommends bidder fully investigate the potentiality of such hazards with the appropriate Federal, State and local agencies.
- All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.
- 10. The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.
- 11. Should the bidder desire a survey of the property, this may be accomplished with the expressed consent of Caltrans and performed by an independent surveyor at the bidder's expense. Caltrans makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.
- 12. The sale of this Property is Categorically Exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans is for the sale of this Property only. It does not mean that the Successful bidder may not have to obtain subsequent environmental clearance or prepare an environmental document for any further actions, as required by any local agency. The Successful bidder should also be aware that when he/she seeks some form of approval/permit for development subsequent to purchase of this excess property, the local agency might require an environmental document analysis before giving its approval or issuing a permit.

- 13. Any Caltrans leasehold interests in the sale property held at the time of purchase is hereby transferred and assigned by Caltrans to Successful Bidder as of the recording date of the transfer of the property. Caltrans shall provide the Successful Bidder copies of any current leases for these interests, and lessee security deposits, or remainder for these leases after settlement of outstanding rent and other reimbursable charges owed to Caltrans. Caltrans shall retain rights to collect from lessees all outstanding rent and other reimbursable charges owed Caltrans at the time of purchase and shall not otherwise obligate Successful Bidder to compensate Caltrans for lessee charges not covered by lessee security deposits. Caltrans shall provide the Successful Bidder an accounting of charges deducted from lessee security deposits pursuant to this purchase.
- 14. The bidder shall be bound to the terms specified in both the Terms of Purchase and Sale Agreement and the sales brochure.
- 15. The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

SEALED BID AUCTION INSTRUCTIONS:

- 1. Remove and complete the Bid Form below.
- 2. Include the Bidder Deposit of <u>10% of bid amount, no less than 10% of minimum bid</u> by cashier's check, money order, or certified check payable to California Department of Transportation—PERSONAL CHECKS WILL NOT BE ACCEPTED.
- 3. Enclose Bid Form, the required Bidder Deposit, Poof of legal access (as an adjoining owner or an executed/notarized agreement with the adjoining owner to be granted permanent access rights conditional upon winning the successful bid), and (if applicable) drainage agreement with owner of APN 4221-031-016 in an envelope. Attach the cut-out address and identification below on the front of the envelope. Bidder Deposit and Bid Form must be received by bid opening via mail or in-person delivery at the Caltrans District 7 office. In-person deliveries will only be accepted on September 24, 2024 from 11:00 a.m. to 1:00 p.m. (Pacific Standard Time).
- 4. Bidder's name and mailing address must be shown clearly in the upper left-hand corner of the bid envelope.
- 5. Envelopes not properly marked or opened prior to the sale may be disqualified.

NOTE: IT IS VERY IMPORTANT THAT THE NOTICE BELOW BE AFFIXED TO THE OUTSIDE OF THE ENVELOPE ENCLOSING THE BID. THIS IS TO ELIMINATE POSSIBLE ACCIDENTAL OPENING OF THE BID ENVELOPE PRIOR TO THE ADVERTISED TIME OF BID OPENING AND DISQUALIFICATION FROM THE AUCTION.

*** Cut out address below and affix to front of envelope. ***

CA Department of Transportation, District 7 ATTN: Excess Lands 100 South Main Street, MS-6 Los Angeles, CA 90012

DO NOT OPEN

Sealed-Bid Auction: DD 0B4850-01-02

Wednesday, September 25, 2024, at 11:30 a.m.

BID FORM DD B4850-01-02

For the purchase of the real property described as **DD 0B4850-01-02 (Adjacent to 12910 Culver Blvd, Los Angeles, CA 90292.** The undersigned bidder submits the bid of:

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(Dollars).

The Bidder Deposit of 10% of bid amount listed above:

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is paid herewith-made payable to the California Department of Transportation.

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this "Bid Form" shall become an additional terms and conditions to the Purchase and Sale Agreement. **Bidder Deposits will be returned via certified mail to all unsuccessful bidders following the auction.**

The balance of the purchase price shall be paid to the California Department of Transportation on or before **February 14**, **2025**, **at 11:30 a.m**. in the form of an Electronic Funds Transfer. Documentation of the transfer with the completed date is required.

All provisions of the "Purchase and Sales Agreement" and contents of this Sales Brochure are hereby specifically incorporated by reference into the terms of Bid Form, and Bidder agrees to perform each of the terms.

Bidder's Consent

I understand that if I fail to complete the transaction as agreed, I forfeit all deposits made prior to that failure (e.g., Bidder Deposit).

I hereby understand and agree that the parcel(s) upon which I bid will be sold "AS-IS". This means that the State of California does not guarantee, warrant, or imply any potential for development or uses of said parcel(s). I have done due diligence regarding existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I bid. If I am the successful bidder, I shall hold the State of California harmless regarding the development potential of the parcel(s). Furthermore, I shall release the State from any liability regarding any/all conflicts with local zoning, building, or development requirements. _____ I have received and read these Terms of Deposit and Purchase and the Sales Agreement for this auction. (Please initial)

_____ I have enclosed proof of legal access to the parcel. (Please initial)

- I am a legal adjoining owner to the parcel. APN #______
 Please provide proof of adjoining ownership such as deed or tax record.
 or
- _____ I have enclosed an executed and notarized permanent access agreement with an adjoining ownership conditional on being the winning bidder.

_____I understand that I am responsible for maintenance of surface and subsurface Caltrans drainage facilities on the parcel that are connected to the Caltrans drainage facilities running under APN 4221-031-016. (Please initial)

• _____I have enclosed executed drainage maintenance agreement with owner of APN 4221-031-016.

or

• _____I am the owner of APN 4221-031-016 and agree to maintain the connected Caltrans drainage facilities on each parcel. Please provide proof of ownership such as deed or tax record.

Vesting Information

The property shall be conveyed by Director's Deed to:

(Please print how title is to be vested)					
Check one: Single Man Husband and wife as joint tenants Husband and wife as community property A married man/woman as his/her sole and set	Single Woman Joint Tenant Tenants in common eparate property				

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder by certified mail addressed to:

(Please print Name and Address)

It is understood that the California Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary transfer tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Signature:	Date:
Print Full Name:	Phone #:
Email:	

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1 (B4850-01-02):

That portion of land, in the City of Los Angeles, County of Los Angeles, State of California, acquired by the State of California as State Parcel No. B4850, in deed recorded May 6, 1969, in Book D4360, page 712, of Official Records, in the Office of the Registrar-Recorder/County Clerk of said county, described as follows:

COMMENCING at the Northwesterly terminus of that certain course described in said State Parcel No. B4850, as "S 77°07'29" E, 663.21 feet"; thence along said certain course, S 77°07'29" E, 252.22 feet to the Southeasterly corner of Parcel B, of Parcel Map No. 2167, as shown on map recorded in Book 31, Page 83, of Parcel Maps, in said office; thence continuing along said course S 77°07'29" E, 410.99 feet to that certain course described as "S 80°23'13" E, 596.41 feet" in said State Parcel B4850; thence along said certain course S 80°23'13" E, 472.31 feet to the POINT OF BEGINNING; thence leaving last said certain course, S 09°36'47" W, 89.50 feet; thence N 52°56'46" E, 123.05 feet to that certain course hereinbefore described as "S 80°23'13" E, 596.41 feet"; thence along said certain course N 80°23'13" W, 84.44 feet to the POINT OF BEGINNING.

The above-described real property is landlocked and without any direct access to the freeway or to any public or private road. The State of California is without obligation or liability to provide access to said real property.

There shall be no abutter's rights of access appurtenant to the above-described property in and to the adjacent State Freeway.

PARCEL 2 (B4850-3):

RESERVING unto the State of California, its successors and assigns, an easement for drainage purposes, upon, over, across and through that portion of land in the City of Los Angeles, County of Los Angeles, State of California, acquired by the State as State

Parcel No. B4850, in deed recorded May 6, 1969, in Book D4360, page 712, of Official Records, in the Office of the Registrar-Recorder/County Clerk of said county, described as follows:

COMMENCING at the Northwesterly terminus of that certain course described in said State Parcel No. B4850, as "S 77°07'29" E, 663.21 feet"; thence along said certain course, S 77°07'29" E, 252.22 feet to the Southeasterly corner of Parcel B of Parcel Map No. 2167, as shown on map recorded in Book 31, Page 83, of Parcel Maps, in said office; thence continuing along said course S 77°07'29" E, 410.99 feet to that certain course described as "S 80°23'13" E, 596.41 feet" in said State Parcel B4850; thence along said certain course S 80°23'13" E, 472.31 feet to the POINT OF BEGINNING; thence leaving last said certain course, S 09°36'47" W, 42.22 feet; thence S 77°41'48" E 42.76 feet; thence N 52°56'46" E, 60.80 feet to that certain course hereinbefore described as "S 80°23'13" E, 596.41 feet"; thence along said certain course N 80°23'13" W, 84.44 feet to the POINT OF BEGINNING.

TOGETHER with all rights of ingress and egress to and from said lands, provided, however, the GRANTEE, his successors, and assigns, may use the surface of the abovedescribed easement area, without however, the right to build permanent structure thereon.

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

Signature: Licensed Land Surveyor

07-09-2024

Date: ____



