

**AGREEMENT FOR PURCHASE AND  
SALE OF REAL PROPERTY AND  
ESCROW INSTRUCTIONS**

ARTICLE 1

**1. Parties**

- 1.1. This Agreement for Purchase and Sale of Real Property and Escrow Instructions (the "Agreement") is entered into by and between the CITY OF LOS ANGELES, acting by and through its DEPARTMENT OF WATER AND POWER, as Seller, and the BISHOP PAIUTE TRIBE, as Buyer.

ARTICLE 2

**2. Recitals**

- 2.1. Seller is the owner of that certain real property located on Barlow Lane, County of Inyo, State of California, identified as portions of Assessor Parcel Numbers 012-100-28, and 012-100-18, consisting of approximately 11.24 acres of land, and more particularly described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (the "Property").
- 2.2. Buyer is the owner of that certain contiguous real property described as "The south ½ of the southwest ¼ of the northwest ¼ of the northwest ¼ of Section 24, Township 7 South, Range 32 East, Mount Diablo Base and Meridian, containing 5 acres more or less." (the "Sunland Cemetery Property").
- 2.3. The Property is an unimproved parcel of land.
- 2.4. The Property is being sold without water or water rights and Seller will reserve and retain all water, oil, gas, petroleum, and mineral rights to the Property.
- 2.5. Buyer intends to use the Property as part of its proposed expansion of its Sunland Cemetery Property.
- 2.6. Seller appraised the Property and determined the market value to be One Hundred Fifteen Thousand Dollars (\$115,000.00); however, Buyer intends to use the Property for cemetery purposes only, which reduces the Property's value to the buyer by 50% or \$57,500.
- 2.7. Tetra Tech conducted a Phase I Environmental Site Assessment (the "ESA") on December 22, 2022. The parties agree that the findings stated in the resulting ESA report prepared by Tetra Tech dated December 22, 2022 ("ESA Report"), will serve as the baseline for the environmental condition of the Property at the time of sale.

- 2.8. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon and subject to the terms and conditions herein.

### ARTICLE 3

#### **3. Purchase Price**

- 3.1. The purchase price ("Purchase Price") for the Property is Fifty Seven Thousand Five Hundred Dollars (\$57,500).

### ARTICLE 4

#### **4. Definitions**

- 4.1. Agreement is defined in Section 1.1.
- 4.2. Agricultural Chemicals means herbicides, pesticides, and fertilizers used in the regular course of farming or ranching operations in the State of California.
- 4.3. Business Day means a day other than a Saturday, Sunday, or California State holiday.
- 4.4. Buyer is defined in Section 1.1.
- 4.5. City is defined as the City of Los Angeles, a municipal corporation.
- 4.6. Claims means any and all liens, claims of lien, suits, actions, causes of action, claims, charges, costs, fees (including, without limitation, attorneys' fees and consultants' fees), assessments, liabilities, damages, demands, judgments, fines, penalties, or losses of any kind or nature whatsoever, whether known or unknown, fixed or contingent.
- 4.7. Closing is defined as a meeting of the parties to a real estate transaction held to execute and/or deliver mortgage, title, and escrow documents, the Purchase Price, and other funds, including without limitation, the documents and funds as described in Article 8.
- 4.8. Closing Conditions are defined in Article 7.
- 4.9. Closing Date is defined in Section 8.2.
- 4.10. Due Diligence is defined in Section 5.4.
- 4.11. Effective Date is defined as the date the Agreement is fully executed by both

parties.

- 4.12. Environmental Laws mean any and all existing or hereinafter adopted or amended federal, state, or local statutes, common law, ordinances, regulations, rules, orders, decrees, or governmental policies regulating, relating to, or imposing liability (including, but not limited to, response, removal, and remediation costs) or standards of conduct or performance concerning the natural environment, pollution control, Hazardous Substances, or toxic, dangerous, restricted, or designated substances, wastes, or materials. Environmental Laws include, without limitation, the following federal and state laws, amendments thereto, and all regulations, rules, orders, decrees, and governmental policies promulgated thereunder: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (commonly referred to as CERCLA or Superfund), 42 U.S.C. § 9601, et seq.; (ii) the Resource Conservation and Recovery Act (commonly referred to as RCRA), 42 U.S.C. § 6901, et seq.; (iii) the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. § 1251, et seq.; (iv) the Clean Air Act, 42 U.S.C. § 7401, et seq.; (v) the Hazardous Materials Transportation Act (commonly referred to as HMTA), 49 U.S.C. § 5101, et seq.; (vi) the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. (commonly referred to as TSCA); (vii) the Federal Insecticide, Fungicide, and Rodenticide Act (commonly referred to as FIFRA), 7 U.S.C. § 136, et seq.; (viii) the Emergency Planning and Community Right-to-Know Act (commonly referred to as EPCRA), 42 U.S.C. § 11001, et seq.; (ix) the Atomic Energy Act and Low-Level Radioactive Waste Policy Amendments Act, 42 U.S.C. § 2011, et seq.; (x) the Nuclear Waste Policy Act, 42 U.S.C. § 10101, et seq. (commonly referred to as NWPA); (xi) the Porter-Cologne Water Quality Control Act, California Water Code § 13000, et seq.; (xii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (commonly referred to as HSAA), California Health and Safety Code § 25300, et seq.; (xiii) the Safe Drinking Water and Toxic Enforcement Act (commonly referred to as Proposition 65), California Health and Safety Code § 25249.5, et seq.; (xiv) the California Hazardous Waste Control Law, California Health and Safety Code § 25100, et seq.; (xv) California's hazardous materials release response plan and inventory laws set forth in California Health and Safety Code § 25500, et seq.; and (xvi) California's underground storage of hazardous substances laws set forth in California Health and Safety Code § 25280, et seq.
- 4.13. EPA means the United States Environmental Protection Agency.
- 4.14. Escrow Holder is Inyo-Mono Title Company.
- 4.15. Exceptions are defined as any lien, encumbrance, condition, covenant, restriction, reservation, or limitation on the title or the Property.

- 4.16. **Governmental Entity** means any entity or body exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to federal, state, local, or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official, or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.17. **Hazardous Substances** mean (i) any substance, product, waste, or other material of any nature that is or becomes listed, regulated, or addressed under any Environmental Law; (ii) any substance, product, waste, or other material of any nature that may give rise to liability under any Environmental Law or under any other statutory or common-law tort theory; (iii) any substance, product, waste, or other material that is explosive, corrosive, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is regulated by a Governmental Entity as a hazardous material; (iv) petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel, and any mixture thereof; (v) asbestos; (vi) polychlorinated biphenyls; (vii) urea formaldehyde foam insulation; (viii) fossil fuel combustion wastes, including fly ash waste, bottom ash waste, slag waste, and flue gas emission control waste; (ix) solid wastes resulting from the extraction and processing of ore; (x) cement kiln dust wastes; (xi) lead, arsenic, mercury, chromium, and other metals; (xii) volatile organic compounds and semi-volatile organic compounds; (xiii) polycyclic/polynuclear aromatic hydrocarbons; (xiv) perchlorate; (xv) radon gas; and (xvi) Agricultural Chemicals. Hazardous Substances also includes without limitation:
- (i) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or "pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
  - (ii) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
  - (iii) Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local laws; and
  - (iv) Any material, waste, or substance that is:
    - (1) a petroleum or refined petroleum product,
    - (2) asbestos,
    - (3) polychlorinated biphenyl,
    - (4) designated as a hazardous substance pursuant to 33 USCS §1321

- or listed pursuant to 33 USCS §1317,
- (5) a flammable explosive, or
- (6) a radioactive material.

- 4.18. Indemnitees means Seller, the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles, the City, and all of their respective officers, agents, employees, insurers, successors, and assigns.
- 4.19. Permitted Exceptions is defined in Section 5.3.2.
- 4.20. Property is defined in Section 2.1.
- 4.21. Purchase Price is defined in Section 3.1.
- 4.22. Release of Hazardous Substances means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into groundwater, surface water, soil, soil vapor, or air, or otherwise into the environment, as well as continuing migration through groundwater, surface water, soil, soil vapor, or air, or otherwise through the environment.
- 4.23. Seller is defined in Section 1.1.
- 4.24. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto.
- 4.25. Title Company is Inyo-Mono Title Company.
- 4.26. Title Objection is defined in Section 5.3.1.
- 4.27. Transaction is defined as the purchase and sale of the Property as contemplated by this Agreement.

## ARTICLE 5

### **5. Buyer's Contingencies**

- 5.1. Preliminary Title Report. Within ten (10) Business Days after the opening of

escrow, Seller shall cause the Escrow Holder to issue to Buyer (with a copy to Seller) a preliminary title report, together with a legible copy of all Exceptions shown in the preliminary title report, including each document referred to in the preliminary title report.

- 5.2. Environmental Assessment Report. Buyer acknowledges receipt of the ESA Report. The parties agree that the findings stated in the ESA Report will serve as the baseline for the environmental condition of the Property as of the Closing Date.
- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
  - 5.3.1. Buyer's Approval of Preliminary Title Report. Buyer will have thirty (30) days after receipt to review the preliminary title report and to deliver written notice of any objection to the Exceptions and other matters disclosed therein ("Title Objection") to Seller. If Buyer fails to give such notice on or before thirty (30) days after receipt, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title report.
  - 5.3.2. Permitted Exceptions. The following Exceptions are deemed approved by Buyer, including but not limited to: (i) any lien for local real estate Taxes and assessments not yet due or payable, including (without limitation) special Taxes under Gov. Code §§53311-53368.3 or installment assessments under Streets & Highways Code §§8500-8887; (ii) the standard preprinted exceptions and exclusions of the Title Company; (iii) any matters approved or deemed approved by Buyer pursuant to this Section 5.3; and (iv) any matters which would be disclosed by an accurate survey or physical inspection of the Property (collectively, "Permitted Exceptions").
  - 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) days after receipt of Buyer's Title Objection to give notice to Buyer in writing, stating either (i) the manner in which Seller will remove or cure such Title Objection or (ii) that Seller will not remove or cure such Title Objection. If Seller fails to deliver such notice within the time specified in this Section 5.3.3, Seller shall be deemed to have elected not to remove or cure such Title Objection.
  - 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to Buyer, then Buyer will have ten (10) days thereafter to provide Seller with written notice that Buyer (i) accepts the matters disclosed in the preliminary title report and will proceed with the

purchase of the Property, waive such Title Objection, and accepts the Exception shown in the preliminary title report as a Permitted Exception or (ii) is terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Exceptions and other matters disclosed in the preliminary title report and elected to proceed with this Transaction.

5.3.5. Additional Encumbrances. If any encumbrance or other Exception to title arises or is discovered after the delivery of the preliminary title report, the party discovering such additional encumbrance must promptly give written notice to the other. No later than five (5) days after delivery of the notice of such additional encumbrance, Buyer will deliver written notice to Seller specifying whether the additional encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the additional encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Sections 5.3.3 and 5.3.4.

5.4. Due Diligence. Buyer's obligation to purchase the Property and otherwise to perform under this Agreement is expressly conditioned on its approval of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have thirty (30) days after the full execution and delivery of this Agreement to Buyer ("Due Diligence Period") to conduct such investigations as Buyer may choose ("Due Diligence") to determine whether this contingency is met. On or before expiration of the Due Diligence Period, Buyer will deliver written notice to Seller either (i) accepting the Property, which acceptance shall only be conditioned upon satisfaction of Buyer's Closing Conditions, or (ii) terminating this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have accepted the Property and elected to proceed with the purchase of the Property.

5.4.1. Access to Property. As part of its Due Diligence, Buyer may investigate matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's representatives will be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify and hold the Indemnitees harmless, and at the option of the Seller, defend the Indemnitees with counsel satisfactory to the Seller, from any and all Claims arising from the acts or activities of Buyer or Buyer's representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property. This indemnity shall survive the expiration or termination of this

Agreement and the delivery of the deed and the Closing.

- 5.5. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including, without limitation, contamination, the presence of Hazardous Substances or Release of Hazardous Substances on, under, or near the Property, noncompliance with applicable laws including, without limitation, zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.
- 5.6. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from the termination for failure of a contingency will be paid by the Buyer.
- 5.7. Survival. The provisions of this Article 5 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

## ARTICLE 6

### **6. Buyer's Representations and Warranties**

- 6.1. Effect of Representations and Warranties. Each representation and warranty in this Article 6: (i) is material and being relied on by the party to which the representation and warranty is made; (ii) is true in all respects as of the Effective Date; (iii) must be true in all respects on the Closing Date; and (iv) will survive the delivery of the deed and the Closing, except as otherwise provided in this Agreement.
- 6.2. Buyer's Representations and Warranties. Buyer warrants and represents, and specifically indemnifies the Indemnitees, as follows:
- 6.2.1. Indemnity. Buyer, on behalf of itself and its successors and assigns, hereby undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the Seller, defend the Indemnitees with counsel satisfactory to the Seller, from and against any and all Claims that the Indemnitees may pay, sustain, suffer, or incur by reason of or in connection with Buyer's tenancy, ownership, use, and/or occupancy of the Property, and/or performance of any obligation under this Agreement. Buyer shall not settle any claim without the prior written approval of Seller. Seller shall not unreasonably withhold such approval. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.
- 6.2.2. Environmental Indemnity. Buyer, on behalf of itself and its successors

and assigns, further undertakes and agrees to indemnify and hold the Indemnitees harmless, and at the option of the Seller, defend the Indemnitees with counsel satisfactory to the Seller, from and against any and all Claims that are incurred by or asserted against the Indemnitees as a result of or in connection (i) Buyer's failure to comply with any Environmental Law; (ii) the Release of Hazardous Substances on, under, or from the Property; or (iii) the presence of Hazardous Substances on or under any other properties, lands, or waters as a result of the Release of Hazardous Substances or other acts, errors, or omissions by Buyer or Buyer's officers, employees, agents, contractors, customers, guests, invitees, or lessees. Buyer's environmental indemnification obligations shall exist regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. Further, Buyer's environmental indemnification obligations shall apply and be effective for all accidents, occurrences, and events that give rise to Claims, even if the Claims are asserted against the Indemnitees after Closing. The Indemnitees' right to indemnification under this Section 6.2.2 shall be in addition to any other rights or remedies that the Indemnitees have under law or under other provisions of this Agreement. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:     *MS*    

**6.3. As-Is Purchase.** As a material inducement to Seller's extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that: (i) Buyer is thoroughly familiar with the Property, including with the environmental condition of the Property; (ii) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to

Buyer (whether prepared by or for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, Tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Property. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence of Hazardous Substances on, under, or near the Property (or any parcel in proximity thereto), or the Release of Hazardous Substances on, under, from, or near the Property. By acceptance of this Agreement and the deed, Buyer acknowledges that Buyer's opportunity for inspection and investigation of the Property has been adequate to enable Buyer to make Buyer's own determination with respect to the presence of Hazardous Substances on or under the Property (or any parcel in proximity thereto), and as to any Release of Hazardous Substances on, under, or from the Property. Furthermore, the Closing hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue Seller and of Buyer's right to cause Seller to be joined in an action brought under any Environmental Law. Buyer and Seller intend for Section 6.2.2 and this Section 6.3 to be construed as an agreement made in accordance with 42 U.S.C. § 9607(e) and California Health and Safety Code § 25364.

- 6.4. General Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any Environmental Law, or occupational protection, subdivision or land use laws or requirements or liability for violations thereof, an any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Seller and Buyer have each initialed this Section 6.4 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 6.4 will survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:     *AB*    

6.5. Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. Further, Buyer and Seller specifically acknowledge and agree that each and every provision of Article 6 shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

## ARTICLE 7

### 7. Closing Conditions

7.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer's Closing Conditions"). Buyer's closing conditions are solely for Buyer's benefit and any or all of Buyer's closing conditions may be waived in writing by Buyer in whole or in part without prior notice.

7.1.1. Title. It is a Buyer's closing condition that, on the Closing Date, Seller convey to Buyer fee title to the Property by execution and delivery of the deed, and that Buyer is able to obtain a title insurance policy at closing in a form acceptable to Buyer.

7.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing. Seller's closing conditions are solely for Seller's benefit and any of Seller's closing conditions may be waived in writing by Seller in whole or in part without prior notice.

7.2.1. City Approval. Seller's ability to sell the Property is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the Department of Water and Power of the City of

Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to Charter. Pursuant to FSPP v. City of Los Angeles (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.

7.2.2. Record of Survey. Seller will monument the Property and will file the Record of Survey, as needed.

7.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

7.2.4. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

7.3. Termination for Failure of a Closing Condition. This Transaction is structured as a completely voluntary transaction. This Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be borne by Buyer, unless satisfaction of the condition(s) is within the control of Seller, in which case such cancellation fee and other costs will be equally borne by Buyer and Seller.

## ARTICLE 8

### 8. Closing

8.1. Escrow. Escrow will be opened with the Escrow Holder within five (5) Business Days after the full execution and delivery of this Agreement. Buyer and Seller will promptly execute such additional escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the Transaction contemplated by this Agreement and are not inconsistent with this Agreement.

8.2. Closing Date. Seller and Buyer agree the Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than ninety (90) days after the

opening of escrow unless otherwise agreed to in writing by the parties. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.

8.3. Seller's Deposit of Documents. Seller must deposit into escrow the following documents duly executed by Seller:

8.3.1. Deed: The duly executed and acknowledged grant deed conveying the Property to Buyer, substantially in the form and substance of Exhibit C, attached hereto and incorporated herein by this reference.

8.3.2. Additional Documents: Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

8.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

8.4.1. Purchase Price: The Purchase Price in immediately available funds in accordance with Article 3 above, plus Buyer's share of closing costs and prorations.

8.4.2. Additional Documents: Such documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

8.5. Closing Costs. Closing costs will be allocated as follows:

8.5.1. Buyer will pay all of the escrow costs, including, without limitation, Escrow Holder's costs.

8.5.2. Buyer will pay all of the title costs, including, without limitation, preliminary title report, Title Policy, and Title Company's costs.

8.5.3. Buyer will pay all recording charges in connection with the recordation of the deed, governmental conveyance fees and Taxes due upon transfer of the Property, including Document Transfer Stamp fees.

8.5.4. Taxes will be prorated at the Closing based upon the latest Tax bill and notice increases and adjustments, if any. If any real estate or special Taxes, charges or assessments have not been fully assessed or computed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted on a preliminary settlement statement prepared by Escrow Holder and submitted,

together with reasonably detailed supporting documentation based upon the most recently issued bills therefor and the parties hereto agree to a re-adjustment outside of the escrow when final bills are issued.

8.6. Closing. On the Closing Date, Escrow Holder shall close escrow as follows:

- 8.6.1. Record the deed (marked to return to Buyer) with the Inyo County Recorder (which shall be deemed delivery to Buyer);
- 8.6.2. Issue the Title Policy to Buyer;
- 8.6.3. Disburse to Seller the Purchase Price;
- 8.6.4. Charge Buyer for those closing costs, fees and expenses to be paid by Buyer pursuant to this Agreement; and
- 8.6.5. Prepare and deliver to both Buyer and Seller one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the escrow.

8.7. Broker's Commission; Indemnity. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this Transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party ("Indemnifying Party"), then the Indemnifying Party must indemnify, defend, and hold the other party ("Non-indemnifying Party") harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim. This indemnity shall survive the expiration or termination of this Agreement and the delivery of the deed and the Closing.

8.8. Possession. Seller will deliver possession of the Property to Buyer on the Closing Date.

## ARTICLE 9

### 9. Damage or Destruction; Condemnation

9.1. Damage or Destruction. If the Property or any portion of it is damaged or destroyed before the Closing Date from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than ten percent (10%) of the Purchase Price to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement;

or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price. Buyer must exercise its option as provided in this Section 9.1 within ten (10) days after notice of such damage or destruction. If Buyer elects to terminate this Agreement pursuant to this Section 9.1, (i) any and all sums and interest accrued thereon and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.

9.2. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, or reduce or eliminate access to the Property, then Buyer may either (i) terminate this Agreement or (ii) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over to Buyer all awards for the Condemnation that accrue to Seller up to the amount of the Purchase Price. Buyer must exercise its option as provided in this Section 9.2 within ten (10) days after notice of such Condemnation. If Buyer elects to terminate this Agreement pursuant to this Section 9.2, (i) any and all sums and interest accrued thereon and documents deposited in escrow shall be returned to the party who respectively deposited the same in escrow without further instruction from either party to this Agreement, and (ii) any title and escrow fees incurred shall be paid by Buyer.

## ARTICLE 10

### 10. Remedies for Default

10.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND IF SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 10.1 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:     *JS*

## ARTICLE 11

### 11. General

- 11.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Steven Orihuela, Tribal Chairman  
Bishop Paiute Tribe  
50 Tu Su Lane  
Bishop, CA 93514

With copy to:  
Attention: Tribal Administrator  
Bishop Paiute Tribe  
50 Tu Su Lane  
Bishop, CA 93514

If to Seller:

Manager of Aqueduct  
Attention: Real Estate  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514-3449

With copy to:

Office of the City Attorney  
City of Los Angeles  
Department of Water and Power  
221 North Figueroa Plaza, Suite 1000  
Los Angeles, CA 90012

Either party may change its address by written notice to the other given in the manner set forth above.

- 11.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the

terms of the agreement with respect to the Property between Buyer and Seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

- 11.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 11.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 11.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.
- 11.6. References. Unless otherwise indicated, (i) all article and section references are to the articles and sections of this Agreement; and (ii) all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next Business Day. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- 11.7. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California without regard

to conflict of law principles.

- 11.8. Exclusive Venue. All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 11.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 11.10. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 11.11. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 11.12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 11.13. Interpretation. Throughout this Agreement, (i) the plural and singular numbers will each be considered to include the other; (ii) the masculine, feminine, and neuter genders will each be considered to include the others; (iii) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (iv) "may" is permissive; (v) "or" is not exclusive; and (vi) "includes" and "including" are not limiting.
- 11.14. No Attorney's Fees. Except as otherwise set forth herein, in the event of any action to enforce, this Agreement, the parties shall be responsible for their own costs, expenses and attorney's fees incurred. Except as otherwise set forth herein, the prevailing party shall not be entitled to reasonable attorneys' fees.
- 11.15. No Consequential/Punitive Damages. In no event shall either party be liable to the other party under any provision of this Agreement for any indirect,

incidental, punitive or consequential damages, losses, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.


- 11.16. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the Transactions contemplated thereby.
- 11.17. Authority. Buyer and Seller agree that the person executing this Agreement on their behalf, have the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 11.18. Assignment. Buyer may not assign any of its rights under this Agreement.
- 11.19. Modification. This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.
- 11.20. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 11.21. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on:

**BUYER:**

**BISHOP PAIUTE TRIBE**

By:   
Steven Onihuela  
Tribal Chairman

Date: 1/28/2025

**APPROVED BY:**

Bishop Paiute Tribal  
Counsel through  
Resolution No. T2024-082

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS** is entered into and accepted on the dates indicated by our signatures affixed hereto.

**SELLER**

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

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

Date \_\_\_\_\_

By \_\_\_\_\_  
**JANISSE QUIÑONES**  
Chief Executive Officer and Chief Engineer

Date \_\_\_\_\_

And \_\_\_\_\_  
**CHANTE L. MITCHELL**  
Board Secretary

**AUTHORIZED BY:**

Resolution No..... \_\_\_\_\_  
Adopted..... \_\_\_\_\_  
Approved by Council \_\_\_\_\_  
on ..... \_\_\_\_\_  
Council File No..... \_\_\_\_\_

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

**FEB 17 2026**  
BY John B.  
JOHN BEANUM  
DEPUTY CITY ATTORNEY

## EXHIBIT "A"

Right-of-Way No.	13878
Work Order No.	ZNC66
Drawing No.	Exhibit "B" (S-990-D, Sheets 1 and 2)
Inyo County Assessor's Parcel Nos.	012-100-28 & 012-100-18

**Legal Description for Bishop Paiute Sunland Cemetery Expansion  
Portions of Section 24, Township 7 South, Range 32 East, M.D.M.  
County of Inyo, State of California  
South of the Intersection of Barlow Lane and Bir Road**

Basis of Bearings:

The basis of bearings for this legal description is the westerly line of Section 13, Township 7 South, Range 32 East, Mount Diablo Meridian in the County of Inyo, State of California, according to the Official Plat of said land filed February 5, 1880 in the Surveyor General's Office of said State, having a bearing of North 0°43'56" West, as shown on County Surveyors Map No. 7 filed in the County Surveyor's Office of said County.

Those certain portions of Section 24 of said Township 7 South, Range 32 East, Mount Diablo Meridian, in said County of Inyo, as shown on said Official Plat, also shown on Los Angeles Department of Water and Power (LADWP) Drawing Number S-990-D, Sheets 1 and 2, filed in the LADWP's Northern District Survey Office at 300 Mandich Street, Bishop, CA 93514, included within the following described boundaries:

**Parcel 1**

The south one-half of the northwest quarter of the northwest quarter of the northwest quarter and the north one-half of the southwest quarter of the northwest quarter of the northwest quarter of said Section 24, being a portion of the land last described in Deed recorded February 22, 1977 in Volume 222, Page 250, of Official Records, in the Office of the County Recorder of said County.

Subject to an easement reservation to the County of Inyo for public road purposes over that portion of Barlow Lane, as described in said Deed recorded in Volume 222, Page 250.

The above-described **easement** contains an area of approximately 0.93 acres.

The above-described **Parcel 1** contains a gross area of approximately 10.04 acres.

**Parcel 2**

The northerly 199.45 feet of the southwest quarter of the northwest quarter of said Section 24.

EXCEPTING therefrom any portion thereof lying easterly of a line being described as follows:

Beginning at a survey monument shown as "SET 2" IRON PIPE WITH L.A.D.W.P. BRASS TAG & MAG NAIL", distant thereon, North 89°31'55" East, 384.83 feet from the northwest corner of said southwest quarter of the northwest quarter of Section 24; thence South 50°27'48" West, 316.46 feet to the point of terminus being a survey monument shown as "SET 2" IRON PIPE WITH L.A.D.W.P. BRASS TAG & MAG NAIL", distant thereon, South 89°31'55" West, 140.18 feet to the westerly line of said Section 24.

The above-described **Parcel 2** contains an area of approximately 1.20 acres.

The above-described **Parcels 1 and 2** contain a total gross area of approximately 11.24 acres.

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

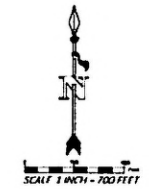
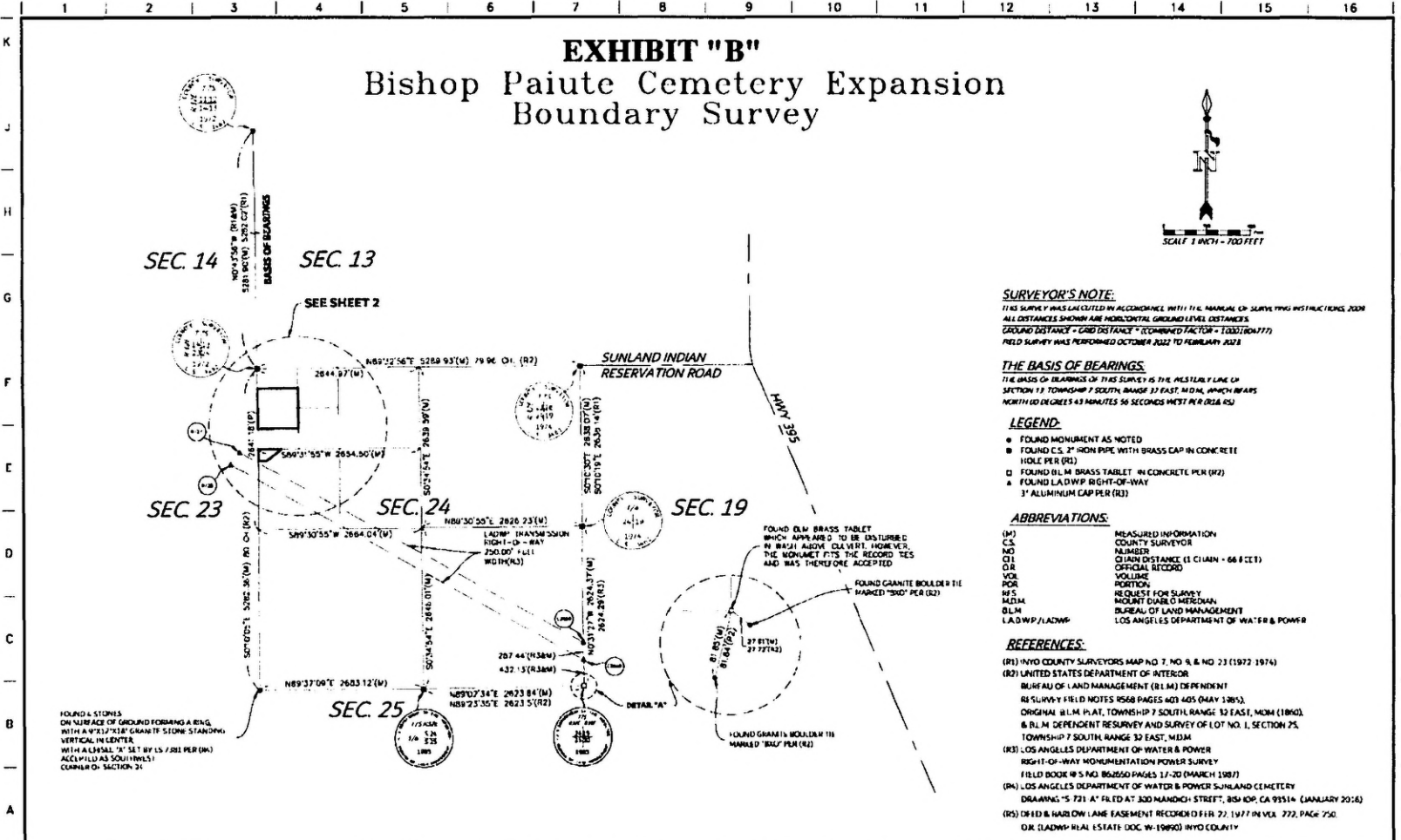
This legal description was prepared under my direction.



Digitally signed by John E. Alvo  
Date: 2023.04.21 09:22:15 -0700

S-990-D

# EXHIBIT "B" Bishop Paiute Cemetery Expansion Boundary Survey



**SURVEYOR'S NOTE:**  
THIS SURVEY WAS CALCULATED IN ACCORDANCE WITH THE MANUAL OF SURVEYING PRACTICES 2008  
ALL DISTANCES SHOWN ARE HORIZONTAL GROUND LEVEL DISTANCES  
CORRECTION FACTOR = CORRECTION FACTOR = 1.003377777  
FIELD SURVEY WAS PERFORMED OCTOBER 2022 TO FEBRUARY 2024

**THE BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS OF THIS SURVEY IS THE MERIDIAN LINE OF  
SECTION 19 TOWNSHIP 7 SOUTH RANGE 32 EAST, M.D.M. WHICH BEARS  
NORTH 60 DEGREES 43 MINUTES 50 SECONDS WEST PER DEEA 053

- LEGEND:**
- FOUND MONUMENT AS NOTED
  - FOUND C.S. 2" IRON PIPE WITH BRASS CAP IN CONCRETE  
110 LBS PER (R1)
  - FOUND B.L.M. BRASS TABLE IN CONCRETE PER (R2)
  - ▲ FOUND L.A.D.W.P. RIGHT-OF-WAY  
3" ALUMINUM CAP PER (R3)

- ABBREVIATIONS:**
- (M) MEASURED INFORMATION
  - C.S. COUNTY SURVEYOR
  - NO NUMBER
  - CL CLASH DISTANCE (1 CHAIN = 66 FEET)
  - CR CRITICAL RECORD
  - DL DISTANCE
  - FOR PORTION
  - FOR REQUEST FOR SURVEY
  - MS MOUNT DIABLO MERICAN
  - M.D.M. BUREAU OF LAND MANAGEMENT
  - OLM BUREAU OF LAND MANAGEMENT
  - LADWP/LADWP LOS ANGELES DEPARTMENT OF WATER & POWER

- REFERENCES:**
- (R1) INYO COUNTY SURVEYORS MAP NO. 7, NO. 8, & NO. 23 (1972-1974)
  - (R2) UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF LAND MANAGEMENT (B.L.M.) DEPENDENT  
RE SURVEY FIELD NOTES 1958 PAGES 403-405 (MAY 1965),  
ORIGINAL B.L.M. PLAT, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.M. (1890),  
& B.L.M. DEPENDENT RESURVEY AND SURVEY OF LOT NO. 1, SECTION 25,  
TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.M.
  - (R3) LOS ANGELES DEPARTMENT OF WATER & POWER  
RIGHT-OF-WAY IMPLEMENTATION POWER SURVEY  
FIELD BOOK # 5, NO. 80250 PAGES 17-20 (MARCH 1987)
  - (R4) LOS ANGELES DEPARTMENT OF WATER & POWER SUNLAND CEMETERY  
DRAWINGS "S 721 A" FILED AT 300 MANDICH STREET, 854 HOP, CA 95514 (JANUARY 2016)
  - (R5) DEED & HARDWARE EASEMENT RECORDED FEB 22, 1977 IN VOL. 272, PAGE 750.  
D.R. (LADWP) REAL ESTATE DOC. W-19890) INYO COUNTY

FOUND 4 STONES  
ON SURFACE OF GROUND FORMING A BENCH  
WITH AN APPROXIMATE GRAMITE STONE STANDING  
VERTICAL IN CENTER  
WITH AN APPROXIMATE 7" SET BY L.S. / J.B.I. PER (M)  
ACCOMPLISHED AS SHOWN IN PLAN  
COMPARISON SECTION 24

FOUND O.L.M. BRASS TABLE  
WHICH APPEARED TO BE DISTURBED  
BY BRUSH ABOVE. CLASHED. HOWEVER,  
THE MONUMENT FITS THE RECORD TIES  
AND WAS THEREFORE ACCEPTED

FOUND GRANITE BOLLER IN THE  
MARKED "250" PER (R2)

**SURVEY CONTROL USED**  
Horizontal Datum: LADWP LAA GPS Network 1991, Based on NGS NPN 1991.35,  
CCS, NAD 83, Zone 8, U.S. Survey Foot. (Transformed to local ground values)  
Vertical Datum: LADWP LAA GPS Network 1991, Based on USCGS 1983 Adjusted  
Base point used: #3003 "OFFICE"  
Easting: 2377741.428' Longitude: 6737121.033' UTM Zone: 41QJ083'

NO.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
1	10/20/22	FIELD SURVEY	J. B. I.	J. B. I.	J. B. I.
2	11/15/22	OFFICE CALCULATIONS	J. B. I.	J. B. I.	J. B. I.
3	12/15/22	FINAL PLAT	J. B. I.	J. B. I.	J. B. I.



EXHIBIT "B", SHEET 1 OF 2  
Bishop Paiute Cemetery Expansion Boundary Survey,  
Portions of Section 24, Township 7 South, Range 32 East, M.D.M.  
South of the intersection of Barlow Lane & Bir Road.  
DEPARTMENT OF WATER AND POWER  
CITY OF LOS ANGELES  
WATER SYSTEM

# EXHIBIT "B"

## Bishop Paiute Cemetery Expansion Boundary Survey



**LEGEND:**

- FOUND MONUMENT AS NOTED
- FOUND CS 2" IRON PIPE WITH BRASS CAP 'N CONCRETE HOLE PER (R1)
- ▲ FOUND LADWP RIGHT-OF-WAY 3" ALLUMINUM CAP PER (R2)
- FOUND 2" IRON PIPE WITH WOOD PLUG AND NAIL PER (R4)
- FOUND MAG NAIL IN ASPHALT PER (R6)
- SET 2" IRON PIPE WITH LADWP BRASS TAG & MAG NAIL

**REFERENCES:**

- (R1) INYO COUNTY SURVEYORS MAP NO. 7, NO. 9, & NO. 23 (1972-1974)
- (R2) UNITED STATES DEPARTMENT OF AGRICULTURE BUREAU OF LAND MANAGEMENT (B.L.M.) DEPENDENT RESURVEY FIELD NOTES 7558 PAGES 403-405 (MAY 1985), ORIGINAL B.L.M. PLAT, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.M. (1860) & B.L.M. DEPENDENT RESURVEY AND SURVEY OF LOT NO. 1, SECTION 25, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.M.
- (R3) LOS ANGELES DEPARTMENT OF WATER & POWER RIGHT OF WAY MONUMENTATION POWER SURVEY FIELD BOOK RFS NO. 862650 PAGES 17-20 (MARCH 1987)
- (R4) LOS ANGELES DEPARTMENT OF WATER & POWER SUNLAND CEMETERY DRAWING "S-721-A" FILED AT 300 MANOCH STREET, BISHOP, CA 93314 (JANUARY 2016)
- (R5) DEED & BARLOW LANE EASEMENT RECORDED FEB. 22, 1977 IN VOL. 772, PAGE 750 OR (LADWP REAL ESTATE DOC W-19893) INYO COUNTY

**SURVEYOR'S NOTE:**

- GROSS AREA OF PARCEL 1 = 1.004 ACRES
- AREA OF BARLOW LANE EASEMENT WITHIN PARCEL 1 = 0.93 ACRES
- AREA OF PARCEL 2 = 1.20 ACRES
- TOTAL GROSS AREA OF PARCELS 1 & 2 = 11.24 ACRES

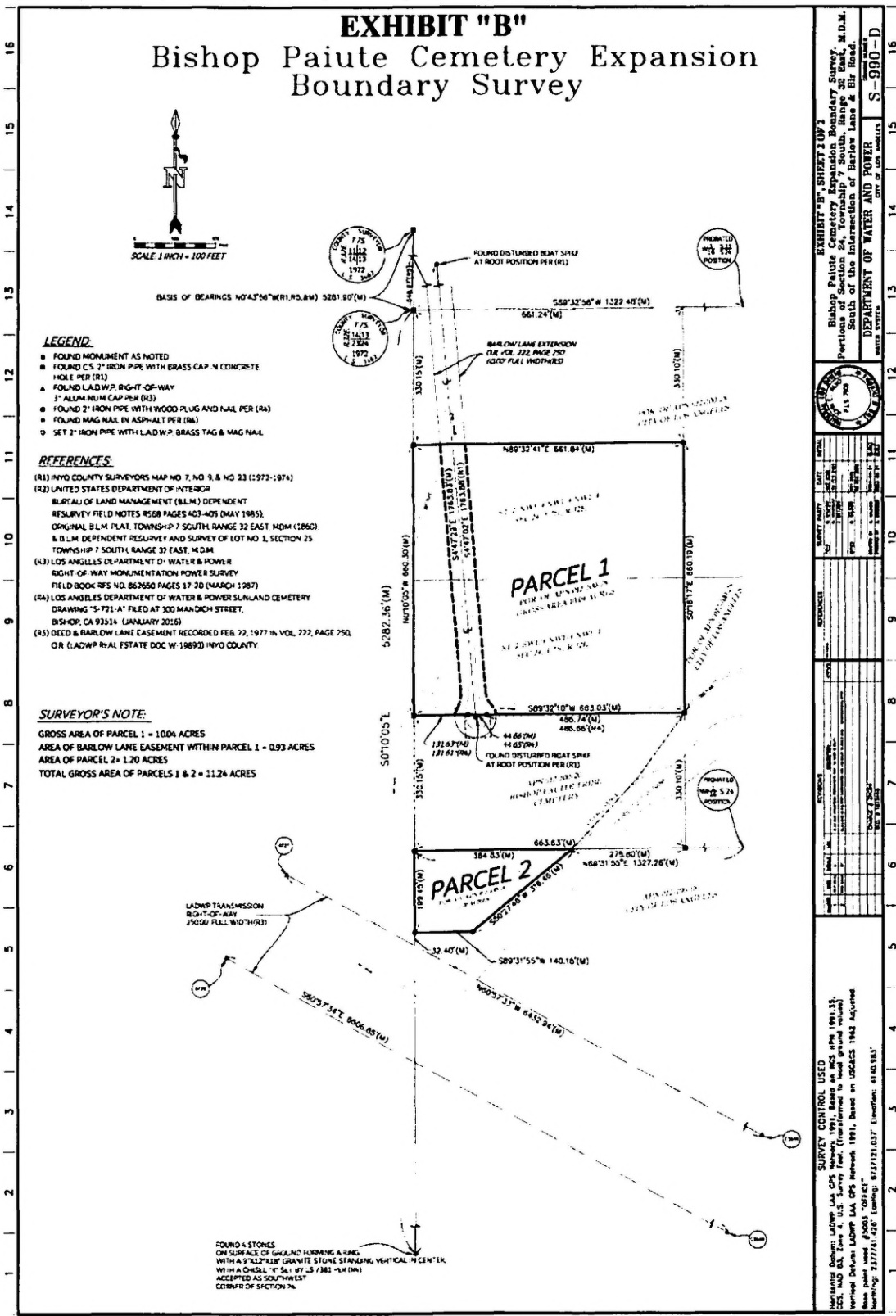


EXHIBIT "B" SHEET 2 OF 3  
 Bishop Paiute Cemetery Expansion Boundary Survey,  
 Portions of Section 24, Township 7 South, Range 32 East, M.D.M.,  
 South of the Intersection of Barlow Lane & Elr Road,  
 INYO COUNTY, CALIFORNIA  
 DEPARTMENT OF WATER AND POWER  
 WATER SURVEY S-990-D

NO.	DATE	BY	REVISION
1	10/15/13	JLS	INITIAL SURVEY
2	11/15/13	JLS	REVISION
3	12/15/13	JLS	REVISION
4	01/15/14	JLS	REVISION
5	02/15/14	JLS	REVISION
6	03/15/14	JLS	REVISION
7	04/15/14	JLS	REVISION
8	05/15/14	JLS	REVISION
9	06/15/14	JLS	REVISION
10	07/15/14	JLS	REVISION
11	08/15/14	JLS	REVISION
12	09/15/14	JLS	REVISION
13	10/15/14	JLS	REVISION
14	11/15/14	JLS	REVISION
15	12/15/14	JLS	REVISION
16	01/15/15	JLS	REVISION

**SURVEY CONTROL USED**  
 Horizontal Datum: LADWP LAA GPS Network, 1991, Based on NGS IPN 1991.15,  
 CGS, and B.L.M. Zone 4, U.S. Survey Foot. (Transformed to local ground value)  
 Vertical Datum: LADWP LAA GPS Network 1991, Based on USGCS 1982 Acquired  
 Mean sea level, 1988.5 "OFFICE" datum. Elevation: 6137.0137' Elevation: 6140.88'  
 Datum: 1977/1982 Datum: 6137.0137' Elevation: 6140.88'

EXHIBIT C  
(Grant Deed)

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

<b>GRANT DEED</b>	Grantee: <b>Bishop Paiute Tribe</b>
<b>APN(s)</b>	Por. of 012-100-28 and 012-100-18

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2024, and approved by Los Angeles City Council on \_\_\_\_\_, 2024, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES, a municipal corporation, grants to the BISHOP PAIUTE TRIBE (Grantee) that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, described in Exhibit A, attached hereto and made a part hereof.

SUBJECT TO all outstanding taxes and assessments, if any.

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

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

EXCEPTING AND RESERVING TO the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and

use all such water; and reserving unto the City of Los Angeles all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

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

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

Date \_\_\_\_\_ By \_\_\_\_\_  
**JANISSE QUIÑONES**  
Chief Executive Officer and Chief  
Engineer

Date \_\_\_\_\_ And \_\_\_\_\_  
**CHANTE L. MITCHELL**  
Board Secretary

**AUTHORIZED BY:**

Resolution No..... \_\_\_\_\_  
Adopted..... \_\_\_\_\_  
Approved by Council on .. \_\_\_\_\_  
Council File No..... \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
DATE Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

