

**JOHN S. GIBSON /I-110 INTERCHANGE PROJECT
PARCEL COMPENSATION LIST 1-09-13**

Project Parcel No.	APN	Owner Name	Situs Address	Compensation Amount
S24-1	7448-009-031	Harold & Darlene Persinger	679 W. Oliver Street San Pedro, CA 90731	\$3,870.00
S24-2	7448-010-019	Joaquin Samaniego	648 W. Oliver Street San Pedro, CA 90731	\$6,902.00
S24-3	7448-010-001	Karen Kinsley	642 W. Oliver Street San Pedro, CA 90731	\$1,088.00
S24-4	7448-010-002	Theodore & Christina Alvarez	636 W. Oliver Street San Pedro, CA 90731	\$1,000.00
S24-5	7448-010-035	Francisco & Enedina Rodriguez	628 W. Oliver Street San Pedro, CA 90731	\$3,796.00
S24-6	7448-010-036	Anna Zambrano & Teresa Garcia	622 W. Oliver Street San Pedro, CA 90731	\$1,000.00
S24-7	7448-010-033	Frances Diaz	513 N. Grand Avenue San Pedro, CA 90731	\$3,180.00
S24-8	7448-010-034	Frances Diaz	517 N. Grand Avenue San Pedro, CA 90731	See S24-7
S24-9	7448-010-029	Robert & Lucy Martinez	521 N. Grand Avenue San Pedro, CA 90731	\$1,000.00
S24-10	7448-010-030	Ronald L. Johnson	525 N. Grand Avenue San Pedro, CA 90731	\$1,000.00
S24-11	7448-010-027	Shinya & Azuma Aoki	585 Bonita Street San Pedro, CA 90731	\$1,000.00
S24-12	7448-010-028	Brian Titus	589 Bonita Street San Pedro, CA 90731	\$1,000.00
S24-13	7448-026-055	Barrie Owen	578 Bonita Street San Pedro, CA 90731	\$2,178.00
S24-14	7448-026-050	Barrie Owen	578 Bonita Street San Pedro, CA 90731	See S24-13
S24-16	7448-026-052	Abel and Danise Canizalez and Claudia Canizalez	572 Bonita Street San Pedro, CA 90731	\$2,488.00
S24-17	7448-026-053	Claudia Canizalez	566 Bonita Street San Pedro, CA 90731	\$4,208.00
S24-19	7448-026-044	Phillip Chow	560 Bonita Street San Pedro, CA 90731	\$1,324.00
S24-20	7448-026-006	Luis & Jennifer Vega	554 Bonita Street San Pedro, CA 90731	\$4,030.00
S24-21	7448-026-007	Salvador Pallares	548 Bonita Street San Pedro, CA 90731	\$2,520.00
S24-22	7448-026-010	Salvador Pallares	542 Bonita Street San Pedro, CA 90731	\$3,020.00
S24-23	7448-026-011	Nathan Sherry & Orlando Oliveras	536 Bonita Street San Pedro, CA 90731	\$6,379.00
S24-24	7448-026-012	Carlos O. Obrial & Marieta G. Minck-Obrial	530 Bonita Street San Pedro, CA 90731	\$2,796.00
S24-25	7448-026-045	Majid & Tymoon Baksh	522 Bonita Street San Pedro, CA 90731	\$5,486.00
S40-1	7449-001-026	Tom & Diana Lincir	600 N. Pacific Avenue San Pedro, CA 90731	\$4,752.00
S40-2	7449-001-024	Tom & Diana Lincir	Harker Street San Pedro, CA90731	See S40-1
S40-3	7449-002-001	Irene Roberson (Icy Pittman)	572 Harker Street San Pedro, CA 90731	\$3,305.00
S40-4	7449-002-022	Luis Santisteban and Rocio Campos	623 N. Mesa Street San Pedro, CA 90731	\$6,175.00
S40-5	7449-003-044	Enrique Sanchez & Graciela Rodriguez	616 N. Mesa Street San Pedro, CA 90731	\$2,680.00
S40-6	7449-003-022	Maria Collio	380 W. Amar Street San Pedro, CA 90731	\$1,000.00
S40-8	7449-003-021	Tomas & Guadalupe Miramontes	370 W. Amar Street San Pedro, CA 90731	\$1,000.00

TRANSMITTAL 1

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Project Parcel No.	APN	Owner Name	Situs Address	Compensation Amount
S40-9	7449-003-020	Juana Nuñez - Nuñez Family Trust	364 W. Amar Street San Pedro, CA 90731	\$1,000.00
S40-10	7449-003-019	Baudelio & Hilda Noriega	352 W. Amar Street San Pedro, CA 90731	\$1,000.00
S40-11	7449-003-048	George Kordich	340 W. Amar Street San Pedro, CA 90731	\$1,056.00
S241-1	7448-015-002	Jose Lopez	683 W. MacArthur Avenue San Pedro, CA 90731	\$8,756.00
S241-2	7448-015-017	Mauro Gonzalez & Brenda Cruz	680 W. Upland Avenue San Pedro, CA 90731	\$4,560.00
S241-3	7448-014-002	Sandra Asoau	681 W. Upland Avenue San Pedro, CA 90731	\$1,760.00
S241-4	7448-014-030	Mary Ford	678 W. Crestwood Avenue San Pedro, CA 90731	\$7,612.00
S241-5	7448-013-028	Ruben & Irene Lopez	669 W. Crestwood Avenue San Pedro, CA 90731	\$19,500.00
S241-6	7448-013-029	Todd Atteberry & Lynn McIntier	654 W. Elberon Avenue San Pedro, CA 90731	\$8,946.00
S247-1	7448-016-034	Robbie & Linda Edwards	964 N. Gaffey Place San Pedro, CA 90731	\$1,000.00
S247-2	7448-016-025	Randall Ferguson	958 N. Gaffey Place San Pedro, CA 90731	\$1,500.00
S247-3	7448-016-024	Mona & Virgil Arbogast	952 N. Gaffey Place San Pedro, CA 90731	\$1,600.00
S247-4	7448-016-031	Manuela & James Stewart	946 N. Gaffey Place San Pedro, CA 90731	\$1,606.00
S247-5	7448-016-022	Norma Mata	940 N. Gaffey Place San Pedro, CA 90731	\$1,606.00
S247-6	7448-016-021	Mary Fedalizo	934 N. Gaffey Place San Pedro, CA 90731	\$1,000.00
S247-7	7448-016-020	Richard & Janice Davis	928 N. Gaffey Place San Pedro, CA 90731	\$1,926.00
S247-8	7448-016-019	Abraham & Josephine Flores	922 N. Gaffey Place San Pedro, CA 90731	\$1,000.00
S247-9	7448-016-033	Nelson & Mary Carrasquillo	916 N. Gaffey Place San Pedro, CA 90731	\$2,106.00
S247-10	7448-016-028	Pecolia Blake	912 N. Gaffey Place San Pedro, CA 90731	\$3,000.00
S247-11	7448-016-016	Gerald Nyhus	682 W. MacArthur Avenue San Pedro, CA 90731	\$1,000.00
S340-2	7448-015-031	Harry Lee Walker	602 W. Upland Avenue San Pedro, CA 90731	\$2,840.00
S340-3	7448-022-019	Adolpho Bojorquez	595 W. Upland Avenue San Pedro, CA 90731	\$2,040.00
S340-4	7448-022-003	Perla Vianey Lamarque	589 W. Upland Avenue San Pedro, CA 90731	\$2,577.00
S340-5	7448-022-018	Michael Johnson	570 W. Elberon Avenue San Pedro, CA 90731	\$5,191.00
S346-1	7448-017-001	Paul Miller	955 N. Grand Avenue San Pedro, CA 90731	\$2,584.00
S346-2	7448-017-022	Ron Prizlow (Wood)	941 N. Grand Avenue San Pedro, CA 90731	\$1,656.00
S346-3	7448-017-004	Carol Miller McNeal & Prudence J. Seargeant	935 N. Grand Avenue San Pedro, CA 90731	\$3,020.00
S346-4	7448-017-005	Jose & Jamie Aponte	929 N. Grand Avenue San Pedro, CA 90731	\$3,483.00
S346-5	7448-017-006	Jose Rodriguez	923 N. Grand Avenue San Pedro, CA 90731	\$1,920.00
S346-6	7448-017-007	Jose & Graciela Padilla	917 N. Grand Avenue San Pedro, CA 90731	\$8,233.00
S346-7	7448-017-008	Dominga & Pedro Avila	909 N. Grand Avenue San Pedro, CA 90731	\$1,720.00
S346-8	7448-017-021	Shawn & Veronica McDonald	610 W. MacArthur Avenue San Pedro, CA 90731	\$1,600.00
			Total	\$186,575.00

Recording requested by and
Please return to:

Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attn: Real Estate Department

This document is recorded for the benefit of the City of Los Angeles and is therefore exempt from the payment of the recording fee pursuant to Government code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's Use

**AGREEMENT AND GRANT OF
TEMPORARY CONSTRUCTION EASEMENT**

Project Parcel Number: S24-1

Assessor's Parcel Number: 7448-009-031

This Grant of Temporary Construction Easement (this "Agreement") is made and entered into this 10th day of August, 2012, by and between Harold Dean Persinger and Darlene Persinger (collectively, "Grantor") and the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners ("Grantee") with reference to the following facts, which are incorporated herein by this reference:

A. Grantor owns that certain parcel of real property located in the city of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B" attached hereto (the "Property") and commonly known as 679 W. Oliver Street, San Pedro, CA 90731.

B. Grantee desires to obtain a Temporary Construction Easement (TCE) across a portion of the Property, which is needed by the Port of Los Angeles (POLA) for purposes incidental to the construction of a soundwall on California Department of Transportation (Caltrans) right of way adjacent to the Property. Grantor agrees to provide Grantee with the TCE.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements made on the part of each party, as hereinafter set forth, the parties hereto agree as follows:

- 1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve POLA of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed soundwall.

2. POLA shall pay the Grantor(s) the sum of \$3,870.00 for this TCE. Said payment to Grantor shall be made after execution of this Agreement by POLA.
3. Grantor hereby grants to Grantee, its successors and assigns, an exclusive Temporary Construction Easement in, on, over, through, under, across and along that certain real property in the City of Los Angeles, County of Los Angeles, State of California described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED
HERETO AND MADE A PART HEREOF.

4. It is understood and agreed that included in the amount payable in Section 2 above is compensation in full for the actual possession and use of the TCE area for a term of twenty-four (24) months, with said term to commence upon the POLA contractor's first entry onto the TCE area. It is further understood that in no event shall the temporary right granted herein extend beyond the completion of the John S. Gibson/I-110 Interchange project or expiration of the TCE term, as extended by the option(s) to extend, if exercised, whichever is earlier.
5. POLA shall have the option to extend the TCE term if required for up to four (4) additional six (6) month terms. POLA shall notify Grantor in writing of the additional TCE term needed and shall pay Grantor prior to the start of the additional TCE term at the rate of \$103.75 per month.
6. Upon completion of the John S. Gibson/I-110 Interchange project, a Notice of Completion will be filed and recorded at the Los Angeles County Recorder's office by Grantee, so the termination of the TCE will be of record.
7. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements, or other facilities, when removed and relocated or reconstructed by POLA, shall be left in as good condition as found. As part of the construction contract work, POLA's contractor will close and secure any gaps between the soundwall and existing sidewalls or fences on the Property.
8. It is understood and agreed by and between the parties hereto that payment shown in Section 2 above includes, but is not limited to payment for the below items which are considered to be part of the realty and are being acquired by POLA in this transaction: Chain link fence
9. The undersigned Grantor(s) whose signature is (are) affixed hereto, warrants he (she), (they), is (are) all of the owner(s) of the property herein described, can execute this contract, and agree(s) to indemnify POLA against all adverse claims, and to pay all of POLA's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the property referred to in this document and or failing to inform POLA of any other owner(s) of the property.
10. It is understood and agreed that in the event the Grantor plans to sell, lease, or rent the Grantor's property prior to the earlier of the completion of the project or the final expiration date of this temporary easement, the Grantor shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by POLA before the completion of said sale, lease or rental. This temporary construction easement is binding upon heirs, successors and assigns.

11. POLA agrees to indemnify and hold harmless Grantor from any liability arising out of POLA's operations under this agreement. POLA further agrees to assume responsibility for any damages proximately caused by reason of POLA's operations under this agreement and POLA will, at its option, either repair or pay for such damage.
12. The Grantor agree that no improvements, other than those already on the temporary construction easement, shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements, which may hereafter be placed thereon, are at grantor's risk and without expectation of payment if removed by POLA.
13. In consideration of POLA's waiving the defects and imperfections in all matters of record of title, the undersigned grantor covenants and agrees to indemnify and hold POLA harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify POLA shall not exceed the amount paid to the Grantor under this Agreement.
14. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the temporary construction easement area by POLA, including the right to remove and dispose of improvements can commence at any time after September 15, 2012, and that the amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any from said date.

At least 48 (forty-eight) hours advance written notice will be given before any entry on Grantor's property.

Written notification shall be given to Grantor at:

16701 Mount Cachuma Circle, Fountain Valley, CA 92708

Verbal communication with Grantor shall be at telephone number: 714-839-9004

In the event this information changes or title to the property transfers, Grantor shall notify POLA in writing of such occurrence at:

Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Jack C. Hedge
Director of Real Estate

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement.

In Witness Whereof, the parties have executed this Agreement the day and year first above written.

GRANTOR

By: Harold Persinger

Print Name: Harold Dean Persinger

GRANTOR

By: Darlene Persinger

Print Name: Darlene Persinger

GRANTEE

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: _____
Geraldine Knatz, Ph.D., Executive Director

Attest: _____
Korla G. Tondreault, Board Secretary

Approved as to form and legality this 25th day of April, 2012 3rd

CARMEN A. TRUTANICH, City Attorney
Thomas A. Russell, General Counsel

By: Estelle M. Braaf
Estelle M. Braaf, Deputy

ACKNOWLEDGMENT

State of California
County of Orange } ss.

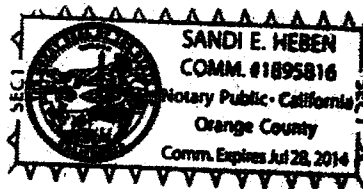
On 8-10-12 before me, Sandi E. Heben
Notary Public, personally appeared Harold Dean Persinger
and Darlene Persinger
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Sandi E. Heben

Signature



(seal)

OPTIONAL INFORMATION

Date of Document

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- Personally Known
- Paper Identification
- Credible Witness(es)

Capacity of Signer:

- Trustee
- Power of Attorney
- CEO / CFO / COO
- President / Vice-President / Secretary / Treasurer
- Other: _____

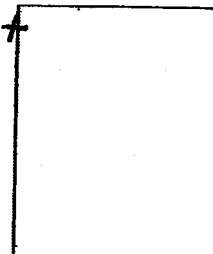
Other Information: _____

Agreement and
Grant of Temporary
Construction easement

5 pages

NO

Thumbprint of Signer



Check here if no thumbprint or fingerprint is available.

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

APN: 7448-009-031 (Portion)

Project Parcel No.: S24-1

The real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

The Westerly and Northwesterly 3 feet of the following described land:

Lot 10 of Tract 3263 as per map recorded in Book 35, Page 71 of Maps in the Office of the County Recorder of said County.

Excepting therefrom that portion of said land described as follows:

Beginning at the Northwesterly corner of said lot; thence Easterly along the Northerly line of said Lot, S. 89° 47' 56" E., 17.42 feet; thence S. 47° 25' 03" W., 23.73 feet to the Westerly line of said Lot; thence Northerly along said Westerly line N. 0° 11' 46" E, 16.12 feet to the point of beginning as more particularly described in the Grant Deed to the State of California recorded March 20, 1967 as Instrument No. 339 of the Official Records.

As shown on the plat attached hereto as Exhibit "B".

Containing approximately 415 sq. ft.

