STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MANUAL CHANGE TRANSMITTAL

RW 0001 (REV 10/2007)

XX	R/W MANUAL CHANGE	**RWMC- 255**
	PROCEDURAL HANDBOOK (1984 Edition)	RWPH-___-___-___ TRANSMITTAL#___

TITLE:	APPROVED BY:	DATE ISSUED:
RIGHT OF WAY ENGINEERING	Mark S. Turner MARK S. TURNER	APR - 5 2016 Page 1 of 2
SUBJECT AREA:	ISSUING UNIT:	
CHAPTER 6 – RIGHT OF WAY ENGINEERING	OFFICE OF LAND SURVEYS	

SUMMARY OF CHANGES: Revises and updates Right of Way Manual Sections 6.08.00.00, 6.10.00.00, 6.15.00.00, and Exhibit 6-EX-2.

PURPOSE

This manual change revises Sections 6.08 Legal Descriptions, 6.10 Standard Clauses for Freeway Deeds and 6.15 Director's Deeds to update grammar, correct reference(s), and provide additional clarity.

Where applicable, general typographical errors were corrected.

PROCEDURES

Sections	
6.08.02.01	Preamble/Caption
	• Remove "*This preface format may also be used in regular Legal Descriptions . . . ".* This statement is misleading. By describing a purpose in a grant deed, it can be interpreted as creating an easement, not a fee take.
6.10.10.01	DM-1 General Waiver for Deeds
	• Removed the words *"in fee"* from the general waiver clause, as this clause was intended for both fee takes and quitclaims.
	• Corrected grammar within waiver to: *" . . . waives ~~any claim for~~ any and all* claims for *damages . . . "*
	• Removed Note C: "*Modification of DM-1 will be made when used in transactions with the BNSF Railway Company. Contact District Railroad Coordinator for current language.*" Acquisitions involving railroads typically include specific language agreed upon by the railroad, which is monitored by the District Railroad Coordinator.
6.10.10.02	DM-2 General Waiver for Easement Deeds
	• Corrected grammar within waiver to: *" . . . waives ~~any claim for~~ any and all* claims for *damages . . . "*
6.10.13.00	Grade Change Waiver
	• Corrected grammar within waiver to: *" . . . any and all claims . . . "* (added *"s"* in *claims*)
6.15.01.00	Director's Deeds
	• Removed information regarding preparation costs related to time charging/coding. This information is not pertinent to the work.

Sections	
6.15.05.00	Execution of Documents
	• Corrected a reference to the California Transportation Commission Certificate from "Section 6.15.04.02" to "Section 6.15.05.02".
6.15.05.02	California Transportation Commission
	• Modified language to better explain the CTC Statement being supplied by the Commission within a reserved space provided by R/W Engineering.
Exhibit	
6-EX-2	Director's Deed – Quitclaim
	• Corrected grammar in header to: " . . . hereby release*s* and quitclaim*s* . . . " (added *"s"* in releases and quitclaims)
	Easement Deed – Aerial
	• Corrected grammar to DM-2 Waiver Clause to: *" . . . waive~~s any claim for~~ any and all* claims for *damages . . . "*
	Easement Deed – Highway
	• Corrected grammar to DM-2 Waiver Clause to: *" . . . waive~~s any claim for~~ any and all* claims for *damages . . . "*
	Easement Deed – Railroad
	• Removed deed – Contact District Railroad Coordinator for current document.
	Quitclaim Deed
	• Modified template to include the words *"all right, title and interest in and to"* before the words *"all that real property"* within the header to further express what is being quitclaimed. This modification reflects current practice with Director Deed Quitclaim templates.
	• Added the word *"the"* prior to general location (city/county) in the header of the template.

EFFECTIVE DATE

Immediately.

MANUAL IMPACT

- Remove the superseded pages and insert the attached pages in the Manual.
- Record the action on the Revision Record.

REVISION SUMMARY

Chapter	**Remove Old Pages**	**Insert New/Revised Pages**
	Remove the following in its entirety:	Replace with the following in its entirety:
6 – Sections	6.08.00.00 (4/2015) 6.10.00.00 (4/2015) 6.15.00.00 (4/2015)	6.08.00.00 (REV 4/2016) 6.10.00.00 (REV 4/2016) 6.15.00.00 (REV 4/2016)
6 – Exhibits	6-EX-2 (4/2015)	6-EX-2 (REV 4/2016)

6.08.00.00 – LEGAL DESCRIPTIONS

6.08.01.00 General

A legal description is a written document used to describe a specific parcel of land. It can be further described as a group of words properly arranged to define a specific parcel of land to the exclusion of all others. Legal descriptions are used in all documents that convey and transfer land, or any interests in land, from one person to another, including: deeds, condemnation resolutions, waivers, quitclaims, etc. Interpretation of legal descriptions requires extensive knowledge of the rules of evidence and proper use of legal terms, ability to write clearly and concisely, an understanding of the effects of the description writing process on land titles, and the use of a rigorous mathematical checking procedure.

Right of Way (R/W) Engineering is responsible for providing the R/W function legal documents, including the legal description of a parcel necessary for project delivery. R/W Engineering acts in responsible charge as required by Section 8700, et seq., of the Business and Professions (B&P) Code, also known as the Land Surveyors' Act, which designates the writing of legal descriptions as part of the practice of land surveying.

Effective legal descriptions describe the land to the exclusion of all other interpretations. It then becomes essential in the construction of the legal descriptions to use standard methods and terminology that can be upheld in a court of law.

The information presented in this section is not intended as a complete "how to," but as a guide to recommended formats, and methods, as well as specific requirements of writing legal descriptions for Caltrans. They do not apply to any requirements related to the actual documents used for the transfer of rights, title, and interest in real property. Acquisition Documents are discussed in Section 6.09.00.00 of this manual.

The ultimate responsibility of the written legal description falls on the person in responsible charge, as defined in Sections 8726 and 8761 of the B&P Code.

6.08.01.01 References

Caltrans has many resources available on the subject of writing legal descriptions. Contact the HQ Office of Land Surveys for available training opportunities.

There are many books available to the surveyor on the subject of legal descriptions. The most common are *Writing Legal Descriptions* by Gurdon H. Wattles, *Boundary Control and Legal Principles* by Curtis M. Brown, and *Clark on Surveying and Boundaries* by Walter Robillard. The listing of these books is not meant to be an endorsement of the author or publisher, but rather a resource.

6.08.02.00 Elements

Legal descriptions are generally comprised of the following elements:

- Preamble or Caption - an introductory statement which establishes the general location and/or the larger property of which the parcel described is a part.
- Body - contains the language which exactly locates the subject parcel/property.
- Qualifying Clauses - reservations, exceptions and conditions affecting the property.
- Supplemental Statements (Optional)

6.08.02.01 Preamble/Caption

A typical preamble or caption of a legal description includes an introductory statement that establishes the general location and/or the larger property of which the parcel described is a part.

All descriptions of easements must include the purpose of the easement in the caption:

> *"An easement for [utility, drainage, access, etc.] purposes in and to that portion of . . . "*

In some cases, such as public land descriptions, the Preamble and the Body may be combined.

Where legal descriptions are written for Resolution of Necessity descriptions, the preamble is prefaced with a purpose statement that includes a type of title or interest:

> *"For highway purposes, that portion of . . . "*

See Section 6.11.00.00 for more information on Resolutions of Necessity.

Drainage Easements
The following format shall be used when describing easements for drainage purposes:

> *"An easement for drainage purposes under, over, through, and across the following described land; together with the right to construct, operate, and maintain such facilities as necessary to effect the purpose of the easement."*

For subsurface only pipes, remove the word "over."

6.08.02.02 Body

There are many styles of legal description writing including metes and bounds, line or strip, inclusive or exclusive, etc. It is the responsibility of the licensed surveyor (in responsible charge) to utilize the best method of writing a legal description based upon the available evidence determined through diligent research and discovery (both written and physical).

6.08.02.03 Qualifying Clauses

Qualifying clauses, which include reservations, exceptions, and conditions affecting the property, are to be included in the framework of the deed. Any qualifying clause that affects the boundary, or has a location element, must be included within the Legal Description under the signature and seal of a person authorized to perform Land Surveying.

Section 6.10.00.00, Standard Clauses for Freeway Deeds, and Section 6.12.00.00, Standard Clauses for Freeway Condemnation, contain clauses that have been preapproved for use in Caltrans' deeds.

6.08.02.04 Reservation

A reservation creates and retains a right or interest for the grantor in the parcel of land being described. Typically, the right or interest is in the form of an easement, e.g., access, utilities.

Third Party Reservations
Caltrans sometimes reserves easements directly to another entity, such as a utility company. The following is an example:

> *"Reserving unto Utopia Water District, an easement for water line purposes, described as follows:"*

6.08.02.05 Exception

An exception eliminates from the description a portion of the property just described. By the use of an exception, the grantor holds back, or retains an existing right or interest.

6.08.02.06 Conditions

A condition can be expressed or implied. An expressed condition is clearly stated and embodied in specific definite terms. An implied condition is presumed by law based upon a particular transaction or what would be considered reasonable in a particular event. Conditions may be included within the deed, but are not typically part of the actual legal description.

Care must be taken when using conditional statements in legal descriptions or deeds. Conditions expressing a contractual nature are not to be used in the condemnation process.

6.08.02.07 Supplemental Statements

Supplemental statements are used to clarify elements of the legal description, but do not generally effect the validity of the description. Some examples are described below.

California Coordinate System
Caltrans uses the following statement on all legal descriptions based on the California Coordinate System (year, epoch, zone, and combined factor are project specific):

> *"The bearings and distances used in the above description are on the California Coordinate System of 1983 (Epoch 1991.35), Zone 5. Divide the above distances by 0.99998735 to obtain ground level distances."*

For more information on Survey Datums, see Chapter 4 of the Surveys Manual.

Area Calculation
Caltrans generally does not use statements of area unless specifically requested to do so by the R/W or Legal functions. The following are examples:

> *"The above described parcel contains 17.25 acres, more or less."*

> *"Containing 12.56 acres, more or less."*

Assessor's Parcel Number
Do not use the Assessor's Parcel Number (APN) on legal descriptions unless specifically requested to do so. The APN refers to the parcel from which the acquisition occurs, so in future references will not apply to the land described in the legal description. APN numbers are also subject to change, rendering any reference to the APN in the legal description ineffective.

6.08.03.00 Curves

Caltrans uses curves based on arc length. Length of curves described in legal descriptions used for Caltrans acquisitions and disposals must state the arc length, not chord length.

Curves require that at least two elements be identified to properly define the curve. Caltrans requires three elements be used to define the curve. While any three distinct elements would be valid, it is recommended that descriptions of curves for Caltrans include:

- radius of curve
- delta of curve (central angle)
- length of curve (arc length)

When describing a curve in a legal description, additional elements must also be included to properly tie the curve element into the rest of the description. Caltrans generally uses orientation and direction as these additional elements. The tangent bearing may be used to define the orientation of the curve. This method will establish the orientation of the curve from either North or South, depending in which quadrant the tangent bearing falls. Use of the radial bearing, where the direction of the radial line goes from the radius point to the curve may also be used. Since Caltrans projects are linear in nature along a transportation corridor, left or right is used to define the direction of the curve. Use of the direction of concavity is also acceptable, but not preferred since it is not easily understood by Right of Way Agents and property owners.

When possible, the description of the new right of way line should follow the same direction as the corridor. This will also help the R/W Agents with their efforts.

Use of spiral curves in Legal descriptions, even if the project alignment contains spirals, shall only be used when reciting a course from a record document.

6.08.04.00 Acquiring Fee Interest in Public Ways

Caltrans acquires sufficient title to existing public roads under Sections 83 and 233 of the Streets and Highways Code by including such areas within the boundaries of the State highway. It is not necessary for construction, operation or maintenance of State highways for Caltrans to acquire the underlying fee in existing public ways. Acquisition of local street and road rights of way in accordance with these Sections does not require an acquisition document.

When Caltrans acquires title in accordance with these Sections, it does not leave a clear chain of title in the official records. To avoid leaving isolated parcels of fee ownership underlying the highway right of way, it is Caltrans' policy to acquire underlying fee interests along with parcels which abut public ways within the proposed right of way. The underlying fee will generally pass with an abutting ownership unless the method of description precludes its conveyance. It is desirable to include in descriptions appropriate wording to assure the acquisition of grantors' fee interest, if any, in and to the area of adjacent public ways that fall within the necessary right of way.

If the description is not written so the underlying fee will pass, the description should be followed with a clause such as:

> "Together with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way."

The clause should be modified as necessary to positively identify the underlying fee area intended to be acquired. For example, "adjoining public way" could be replaced by naming the street or road.

In most cases, title searches are not needed to determine actual ownership of the underlying fee in public ways. Likewise, it will not be necessary to obtain title insurance on such underlying fee interest acquired by Caltrans.

6.08.05.00 Licensing Requirements

A licensed land surveyor or civil engineer registered prior to January 1, 1982 is authorized to practice land surveying as defined in Section 8726 of the B&P Code. It is a requirement that the person in responsible charge provides their signature, seal or stamp of their license, and the date of the signing or stamping on each legal description where a new property line is created. This is not needed for a total acquisition where the original description has not been modified.

A memorandum dated December 22, 2009 by Malcolm Dougherty, Interim Deputy Director for Project Delivery, requires the inclusion of the expiration date of a license on the seal or stamp, though it is not required by State law.

The following examples show the approved format for Caltrans:

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

Signature _____
Professional Land Surveyor

Date _____

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

Signature _____
Registered Professional Engineer

Date _____

NOTES:

6.10.00.00 - STANDARD CLAUSES FOR FREEWAY DEEDS

6.10.01.00 General

The clauses contained in this section are standard and have had prior approval by the Right of Way and Legal functions for use in Caltrans deeds. On occasion, standard acquisition documents may need modification to fit the needs of a highway project. Care must be made to ensure that appropriate rights and titles are acquired for the project situation. Any modifications to the approved clauses, other than those allowable within this manual, and any clauses created for specific circumstances must be initiated and approved by the Chief, Right of Way Engineering in the Office of Land Surveys in the Division of Right of Way and Land Surveys, who will ensure that appropriate legal review occurs.

For more information on Acquisition Documents, see Section 6.09.00.00 of this manual.

6.10.02.00 Classification of Clauses

For the purpose of acquiring access rights and abutter's other appurtenant rights on freeway and expressway projects, a series of clauses have been devised to obtain these rights under various conditions. They include the following:

"DF" Series – For access only
"DFA" Series – For appurtenant rights including access rights
"DFO" Series – For freeway and frontage road
"DM" Series – Miscellaneous

Other clauses have also been devised for specific circumstances and are shown under their own Sections. Aside from access clauses, these clauses may also be appropriate for use on conventional highways.

6.10.03.00 "DF" Series--Access Only

"DF" clauses acquire the abutting owner's rights of ingress to and egress from the freeway.

6.10.03.01 DF-1 Fee or Easement Deed

The DF-1 is the basic clause used to acquire access on fee or easement deeds:

> *"This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway."*

If access rights are to be acquired on only a portion of the highway frontage, add a phrase describing the location of the access acquired, such as one of the following:

A. *" . . . over and across the westerly 510 feet of the southerly line of the parcel of land described above"*

B. *" . . . over and across courses '(2)' and '(4)' and the easterly 10 feet of course '(3)' described above"*

(In this case, courses in metes and bounds would be previously numbered.)

If the grantor will retain some access rights over a specific area, add a phrase describing the location of the access retained, such as one of the following:

C. *" . . . reserving, however, to the GRANTOR, its successors or assigns, the rights of access to the freeway over and across the following described lines:*

(Describe lines over which access is to be permitted)"

D. *" . . . reserving, however, to the GRANTOR, its successors or assigns, the right of way access through the opening to the freeway over and across the S.W. 15 feet of the N.E. 81.06 feet of the course described above as N. 45° 38' E., 121.23 feet and over and across the Southwesterly 12.50 feet of the course described above as N. 45° 38' E., 838.34 feet."*

In case of adjoining cross streets which are to be closed and will not connect into the proposed freeway, add a phrase to the clause such as:

E. *" . . . over and across the northerly line of the above described parcel and also over and across that portion of the easterly prolongation of the northerly line included within the side lines of Smith Street, 60 feet wide, as Smith Street is shown on the map of Tract No. 211."*

6.10.03.02 DF-2 Fee or Easement Quitclaim Deed

The DF-2 clause is to be used for access on quitclaim deeds for either fee or easement:

"This quitclaim deed is made for the purpose of a freeway and the undersigned hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to the remaining property in which the undersigned has some right, title or interest, in and to the freeway."

6.10.03.03 DF-3 Partial Reconveyance Under Trust Deed

The DF-3 clause is to be used for access on the Partial Reconveyance Under Trust Deed:

"This partial reconveyance is made for purposes of a freeway and TRUSTEE hereby reconveys without warranty, to the person or persons legally entitled thereto, any and all abutter's rights of access, appurtenant to the remaining property described in the Deed of Trust, in and to the freeway."

6.10.03.04 DF-4 Partial Release of Trust

The DF-4 clause is to be used for access on the Partial Release of Trust:

"This partial release is made for purposes of a freeway and TRUSTEE hereby releases from the lien of the Trust any and all abutter's rights of access, appurtenant to the remaining property described in the Trust, in and to the freeway."

6.10.03.05 DF-5 Conveying Property on One Side of Highway and Relinquishing Access Rights on Other Side

The DF-5 clause is to be added following DF-1 when conveying property on one side of highway and relinquishing access rights on the other side:

"The undersigned GRANTOR being the owner of the real property described as follows:

(Description)

do hereby release and relinquish to the STATE any and all abutter's rights of access appurtenant to the property, in and to the freeway."

6.10.03.06 DF-6 Conveyance of Access Rights--No Property Acquired

Where access rights only are being relinquished (no property acquired), the following clause "Relinquishment of Access Rights" shall be used:

"I (We), _____, being the owner(s) of the real property in the County of _____, State of California, described as:

(Description of grantor's property)

do hereby release and relinquish to the STATE any and all abutter's rights of access, appurtenant to the above described property, in and to the adjacent State highway right of way as described in deed recorded in Book _____, Page _____, of Official Records of the County of _____."

(NOTE: See notes following Clause DF-1 for acquisition of access rights on only a portion of highway frontage, etc.)

"This conveyance is made for the purpose of establishing the State highway by the STATE as a freeway and it is agreed that GRANTOR's above described property shall have no access thereto (except as above set forth)."

"IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

_____Signed_____
_____Signed_____"

Where access rights only are being relinquished from properties encumbered with deeds of trust and the subordination agreement is a separate document, the following clause "Subordination of Deed of Trust to Relinquishment of Access Rights" shall be used:

"For value received _____, Trustee(s), and _____ Beneficiary(ies) under that certain Deed of Trust executed by _____, dated _____ and recorded _____ in Book _____ at Page _____, Official Records of the County of _____, State of California, hereby agree(s) that a relinquishment of access rights as set forth in that certain instrument described as Relinquishment of Access Rights executed by _____, dated the _____ day of _____, 20___, and to be recorded concurrently herewith, shall be and remain paramount, prior and superior to, and forever bind the interests of the undersigned under the Deed of Trust for all purposes as fully as though the Relinquishment of Access Rights had been executed and delivered prior to the creation of the Deed of Trust and the latter made and accepted specifically subject and subordinate thereto."

"The undersigned, _____, Beneficiary(ies) under the Deed of Trust, hereby request(s) Trustee(s) thereunder to join in the execution hereof.

Dated this _____ day of _____, 20___.

_____
Beneficiary
By: _____
Trustee"

Where access rights only are being relinquished from properties encumbered with mortgages and the subordination agreement is a separate document, the following clause "Subordination of Mortgage to Relinquishment of Access Rights" shall be used:

"For value received _____, Mortgagee under that certain Mortgage recorded _____ in Book _____, Page _____, of Official Records of _____ County, hereby agrees that a relinquishment of access rights as set forth in that certain instrument described as Relinquishment of Access Rights executed by _____, dated the _____ day of _____, 20___, and to be recorded concurrently herewith, shall be and remain paramount, prior and superior to and forever bind the interests of the undersigned under the mortgage for all purposes as fully as though the Relinquishment of Access Rights had been executed and delivered prior to the creation of the Mortgage and the latter made and accepted specifically subject and subordinate thereto.

Dated this _____ day of _____, 20___. _____
Mortgagee"

6.10.04.00 "DFA" Series--Appurtenant Rights Including Access Rights

The "DFA" clauses acquire any and all appurtenant rights, such as view, light, and air, together with abutter's access rights. However, these clauses are for general usage and must be checked for conformance with each particular situation. Where necessary, it is permissible to modify them to conform to special situations as may be necessary.

For example situations of Freeway, Waiver, and Miscellaneous Clauses, see Exhibit 6-EX-3 in this manual.

6.10.04.01 DFA-1 Fee or Easement Deed

"This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights, appurtenant to GRANTOR's remaining property, in and to the freeway.

"Reserving however, unto GRANTOR, its successors or assigns, the right of access to the freeway over and across the following described lines:

(Description)"

NOTE: If no access is permitted, delete the portion of the above clause beginning with the word "Reserving."

The above clause lends itself readily to describing the permitted openings into the expressway as exceptions. However, for deed writing purposes, in those cases where it is more convenient or desirable to affirmatively describe the line over which access rights are to be relinquished, in addition to the relinquishment of the other appurtenant rights such as light, air, and view, the following alternate clause may be used:

DFA-1 Alternate Fee or Easement Deed

"This conveyance is made for the purposes of a freeway and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway over and across the westerly 510 feet of the southerly line of the above described parcel of land and over and across _____; also releases and relinquishes any and all other abutter's rights other than access appurtenant to the remaining property, in and to the freeway."

6.10.04.02 DFA-2 Fee or Easement Quitclaim Deed

"This quitclaim deed is made for the purposes of a freeway and the undersigned hereby releases and relinquishes to the STATE any and all abutter's rights, including access rights, appurtenant to the remaining property in which the undersigned has some right, title or interest, in and to the freeway."

6.10.04.03 DFA-3 Partial Reconveyance of Trust Deed

"This partial reconveyance is made for the purpose of a freeway and the TRUSTEE hereby reconveys, without warranty, to the person or persons legally entitled thereto, any and all abutter's rights, including access rights, appurtenant to the remaining property described in the Deed of Trust, in and to the freeway."

NOTE: "Request For Partial Reconveyance" is to be used with "Partial Reconveyance Under Trust Deed (Fee)."

6.10.04.04 DFA-4 Partial Release of Trust

"This partial release is made for purposes of a freeway and the TRUSTEE hereby releases and relinquishes from the lien of the Trust any and all abutter's rights, including access rights, appurtenant to the remaining property described in the Trust, in and to the freeway."

6.10.05.00 "DFO" Series--Freeway and Frontage Road

"DFO" clauses are for freeways having a frontage road. They acquire all appurtenant rights together with abutter's access rights to the inner traffic lanes only of the freeway.

6.10.05.01 DFO-1 Fee or Easement Deed

"This conveyance is made for the purposes of a freeway and adjacent frontage road and the GRANTOR hereby releases and relinquishes to the STATE any and all abutter's rights including access rights appurtenant to GRANTOR's remaining property, in and to the freeway, provided, however, that such remaining property shall abut upon and have access to the frontage road which will be connected to the freeway only at such points as may be established by public authority."

If in certain cases access to the frontage road is to be restricted or made to a certain portion of the frontage along that road, insert after the words "have access" in the above clause the following:

"as hereinafter provided"

Then add a description of the permitted access at the end of the clause, such as:

"The right of access to the frontage road is hereby expressly limited to the westerly 201.36 feet of the above described course having a length of 639.41 feet."

NOTE: Any other appropriate description specifically defining the limits of access will be satisfactory.

6.10.05.02 DFO-2 Fee or Easement Quitclaim Deed

"This quitclaim deed is made for the purposes of a freeway and adjacent frontage road and the undersigned hereby releases and relinquishes to the STATE any and all abutter's rights, including access rights appurtenant to the remaining property in which the undersigned has some right, title or interest, in and to the freeway, provided, however, that such remaining property shall abut upon and have access to the frontage road which will be connected to the freeway only at such points as may be established by public authority."

6.10.05.03 DFO-3 Partial Reconveyance of Trust Deed

"This partial reconveyance is made for purposes of a freeway and adjacent frontage road and the TRUSTEE hereby reconveys without warranty, to the person or persons legally entitled thereto any and all abutter's rights, including access rights, appurtenant to the remaining property described in the Deed of Trust, in and to the freeway, provided, however, that such remaining property shall abut upon and have access to the frontage road which will be connected to the freeway only at such points as may be established by public authority."

6.10.05.04 DFO-4 Partial Release of Trust

"This partial release is made for purposes of a freeway and adjacent frontage road and TRUSTEE hereby releases and relinquishes from the lien of the Trust any and all abutter's rights, including access rights, appurtenant to the remaining property described in the Trust, in and to the freeway, provided, however, that such remaining property shall abut upon and have access to the frontage road which will be connected to the freeway only at such points as may be established by public authority."

6.10.06.00 Access Clause for Deeds from Railroads Applicable to Freeways and Expressways

6.10.06.01 For Union Pacific Railroad Grade Separation Projects

"This conveyance is made for the purpose of a highway grade separation and the railroad hereby releases and relinquishes to the STATE any and all abutter's rights of access in and to the traveled way within the limits of the property hereinabove described."

6.10.06.02 For Railroads Other Than Union Pacific Railroad Company

"This relinquishment of all abutter's rights of access is made subject to all of the existing private crossings over and across the areas described in this conveyance."

6.10.07.00 Temporary Access and Deferment Clauses for Deeds

The following subsections illustrate methods of reserving temporary access to owners and acquiring easements for temporary purposes due to highway construction. Other cases for allowing temporary access or for acquiring temporary highway interests in property will not differ greatly from the following subsections.

6.10.07.01 Vehicular Separation Construction Deferment Clause

"Reserving unto owners of abutting lands, their successors or assigns, the right of access to a temporary crossing of the freeway, at grade, to the county road known as Los Positas Road over and across the course described above as N. 63° 46' 23" E., 151.23 feet, until such time as the construction of a vehicular grade separation for the purpose of a crossing over the freeway, at which time the temporary crossing at grade shall be closed and such rights permitting access to the temporary crossing shall cease and terminate in the same manner as if never made."

6.10.07.02 Temporary Railroad Detour

"The above described parcel is to be used as a right of way for a railroad detour pending construction of a bridge separating the grades of the San Diego and Arizona Eastern Railway and the State highway at F Street, and the rights acquired therein shall terminate on (enter date) or upon the opening of the grade separation to traffic, whichever occurs first."

6.10.08.00 Reservation for Overhead and Underground Facilities

When the District finds that:

A. The acquisition of right of way is through proven operating oil or gas fields where the oil company has a long-term oil and gas lease which specifically provides the lessee has surface rights including the right to install pipelines, power lines, etc.,

OR

B. The oil company owns the land in fee whether the location be a proven or potential oil field,

the District must use the following reservation clause in deeds:

"ALSO reserving unto GRANTOR, its successors or assigns, the right from time to time to install, replace, repair, remove and maintain the following facilities subject to the conditions hereinafter continued: (a) underground facilities consisting of pipelines, electrical lines and conduits, together with appropriate housings therefore under and transversely across any portions of the lands herein conveyed; (b) overhead facilities consisting of electrical power and telephone lines over and transversely across any portions of the lands herein conveyed. The reserved rights shall be subject to the following provisions:

A. The underground facilities shall be installed beneath the surface of any highway or other structure built, owned or maintained by the STATE on the lands. The overhead facilities shall be suspended over and across the lands by means of poles or towers situated on lands outside thereof.

B. GRANTOR shall have no right of entry on the surface of the lands and shall exercise its rights over or under the lands in a manner consistent with public safety and the continued unobstructed use of the land for highway purposes.

C. Before installing or performing any work on its facilities as herein provided, GRANTOR agrees to obtain STATE's approval of the location of such facilities which approval shall not be unreasonably withheld."

NOTE: The above clause shall not be used in deeds covering property in undeveloped oil or gas fields except in those cases where the oil company owns fee title. In many instances, the lessee's rights are solely subsurface rights. Therefore, before consenting to the use of this clause, examination should be made of the terms of the lease to ascertain the extent of the lessee's rights.

6.10.09.00 Oil, Gas and Mineral Reservations

In transactions involving oil companies where the company conveys its fee land or leasehold interest to the State for highway purposes, which conveyances involve only the upper 100 feet of subsurface, the following clause shall be used:

"EXCEPTING AND RESERVING THEREFROM, all oil, oil rights, natural gas, natural gas rights and other hydrocarbons, by whatsoever name known, and all other minerals and mineral rights, whether or not similar to those herein mentioned (including the right to drill, mine, explore and operate under and through the herein conveyed land for the purpose of extracting and producing oil, gas and other hydrocarbons by whatsoever name known, and all other minerals, whether or not similar to those herein mentioned, from other lands); provided that GRANTOR shall not drill, mine, explore or otherwise operate upon, in or through the land herein conveyed, in the exercise of any of the herein excepted and reserved rights, so long as the land is used for public highway purposes."

NOTE: In cases where the leasehold rights are not as broad as the rights set forth in this clause, it will be necessary to modify the clause to the extent it will be compatible to the leasehold rights.

6.10.10.00 "DM" Series--Miscellaneous

The following Sections involve miscellaneous clauses consisting of a general waiver clause, divided highway clause, temporary construction easement termination clause, reservation clause for mineral rights, and a clause restricting public access to private property.

In some cases it may be desirable, if not necessary, to have a similar clause in subordinate instruments such as quitclaim deeds, releases of trusts, etc. Whenever the corresponding clause is contained in the fee or easement deed from the State's grantor, it will not be mandatory to insert the "DM" clause in subordinate instruments involving ordinary highway right of way acquisition.

6.10.10.01 DM-1 General Waiver for Deeds

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

NOTE: Deeds with this clause are to be used in all fee acquisitions except in the following cases:

A. When the acquisition involves entire fee taking of grantor's property.

B. When appurtenant rights are being taken under the "DFA" and "DFO" series of clauses.

6.10.10.02 DM-2 General Waiver for Easement Deeds

"The GRANTOR hereby further grants to STATE all trees, growths (growing or that may hereinafter grow) and road building materials within the right of way including the right to take water, together with the right to use same in such manner and at such location as the STATE may deem proper, needful or necessary for the construction, reconstruction, improvement or maintenance of the highway."

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

NOTE: This clause is used in acquisition of all highway right of way easements, but should not be used for specific easements (e.g., slope, drainage, etc.).

6.10.10.03 DM-3 Temporary Construction Easement (TCE) Termination

"Rights to the above described temporary easement shall cease and terminate on (date). The rights may also be terminated prior to the above date by STATE upon notice to GRANTOR."

If the TCE is no longer needed prior to date shown, written notice will be sent by Right of Way to the owner stating the area is no longer needed by State.

If the document containing the clause(s) above is recorded, a Quitclaim deed will be required.

6.10.10.04 DM-4 Reservation of Oil, Gas, Mineral or Water Rights, Etc., in Favor of State's Grantor

This clause is for use in fee or easement condemnation parcels when it is desirable and necessary that mineral or oil rights be excepted to the owner or some other party having interest in the oil, such as where the owner has leased or sold a fractional part of the oil rights to others or for the right of way through proven or potential oil fields.

When it is advisable, water rights may also be excepted by inserting after the word "all" in the first line, the words "water, water rights."

The clause is as follows:

"Excepting therefrom all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from the land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on the lands."

NOTE:

1. When EXCESS LAND is being acquired, the use of the above clause, especially as to water rights, shall be thoroughly investigated to avoid jeopardizing the State's salable title for later return to private ownership.

2. It is essential that any effect on the MARKET VALUE be investigated prior to incorporating the above reservations in a deed to the State.

3. Modification of DM-4 will be made when used with railroad companies. Contact District Railroad Coordinator for current language.

6.10.10.05 DM-5 Restricting Public Access to Private Property

"The foregoing release and relinquishment of right of ingress and egress above set forth is not intended and shall not be construed to authorize any entry by the STATE, its successors or assigns, or the public onto the remaining property of the GRANTOR."

NOTE: This clause should be used only in those cases where the property owner or the property owner's attorney insists that the clause relinquishing ingress and egress rights can be interpreted to mean the clause also grants to the State, its agency or representative, the right to enter upon the remaining property of the grantor. Whenever this paragraph is used in a grant deed, it will be necessary to insert a similar clause in supporting documents such as a Partial Reconveyance Of Trust Deed, Release Of Trust, Quitclaim Deed, etc.

6.10.10.06 DM-6 Landlocked Remainders

The following clause shall be used in the Deed in each case involving the retention of a landlocked remainder by a grantor. This clause may be revised if necessary to meet special situations.

"It is mutually understood and agreed that GRANTOR's remaining property is landlocked, and without any direct access to the freeway or to any public or private road, and GRANTOR hereby relieve STATE of any liability to provide access to the remaining landlocked property."

6.10.10.07 DM-7 Grantor is Executor of a Last Will and Testament, Administrator of an Estate, or Administrator with the Will Annexed

"This deed is executed pursuant to an order given and made by the Superior Court of the State of California, in and for the County of _____, on the _____ day of _____, 20___, in a proceeding therein pending entitled, 'In the Matter of the Estate of _____, deceased, and numbered _____, in the files and records of the court,' a certified copy of which order is recorded contemporaneously herewith in the Office of the County Recorder of the county, to which reference is hereby made."

NOTE: If a certified copy of the order has been previously recorded, give the recording data.

6.10.10.08 DM-8 Grantor is the Guardian of the Estate of a Minor

"This deed is executed pursuant to an order duly given and made by the Superior Court of the State of California, in and for the County of _____, on the _____ day of _____, 20___, in a proceeding therein pending entitled, 'In the Matter of the Guardianship of the Person and Estate of _____, a minor, and numbered _____, in the files and records of the court,' a certified copy of which order is recorded contemporaneously herewith in the Office of the County Recorder of the county, to which reference is hereby made."

NOTE: 1. If a certified copy of the order has been previously recorded, give the recording data.

2. The portion of the above statement enclosed within quotes is a fairly standard form. A check should be made to see if the title report shows a different form, and the quoted portion amended to conform. For example, the title report might say *"In the Matter of the Guardianship of the Estate of Joe Doakes, a minor,"* leaving out the words *"Person and"*.

6.10.10.09 DM-9 Grantor is Guardian of the Estate of an Incompetent or Insane Person

"This deed is executed pursuant to an order duly given and made by the Superior Court of the State of California, in and for the County of _____, on the _____ day of _____, 20___, in a proceeding therein pending entitled, 'In the Matter of the Guardianship of the Estate of _____, an incompetent _____ and _____, an incompetent person _____, an insane person numbered _____, in the files and records of the court,' a certified copy of which order is recorded contemporaneously herewith in the Office of the County Recorder of the county, to which reference is hereby made."

NOTE: 1. If a certified copy of the order has been previously recorded, give the recording data.

2. The portion of the above statement enclosed within quotes is a fairly standard form. A check should be made to see if the title report shows a different form, and the quoted portion amended to conform. For example, the title report might say *"In the Matter of the Estate of Joe Doakes, an incompetent person,"* leaving out the words *"guardianship of the"*.

6.10.11.00 Actual Possession

This clause is used when the State has taken actual possession under a Right Of Entry, Order For Possession, has the right to take possession under a Court Order For Possession, or acquired the property by negotiated purchase.

"The date of possession by STATE of the herein described property was _____."

6.10.12.00 Slopes and Drainage Clauses

6.10.12.01 For Extension of Slopes and Drainage Structures Beyond Land Granted

On conventional highways, it has been found advantageous to secure the privilege and right to extend the embankment or excavation slopes and drainage structures on lands of the grantor beyond limits of side lines of the strip of land being granted. This is done using a clause similar to the following example:

"The undersigned hereby grants to the State of California, Department of Transportation, the privilege and right to extend and maintain drainage structures, 1:1 excavation slopes and 1-1/2:1 embankment slopes on the land of the undersigned beyond the limits of the above described 100-foot strip of land where required for the construction and maintenance of a 100-foot width of roadbed; also the privilege and right to plant and maintain grass, plants and trees on the slopes for the protection and beautification of same."

NOTE: Whenever this clause is used in the deed, it will likewise be necessary to insert a similar clause in subordinate instruments such as a Partial Reconveyance of Trust Deed, Partial Release of Trust, Quitclaim Deed, etc.

6.10.12.02 For Right to Remove Slopes

The following clause is to be used primarily on conventional highways where the existing highway is being widened to its ultimate width of roadbed through fairly well-developed areas. Its use will be helpful in mitigating possible claims to damages where adjacent properties are zoned for commercial purposes. (Generally, this clause should not be used in agricultural areas or where the value of slope rights taken represents only a small consideration):

"An easement for highway slopes in and to the following described parcel of land:

(Legal description of slope easement)

"Reserving unto GRANTOR of the above described parcel of land, their successors or assigns, the right at any time to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support, the design and construction of which shall be first approved by the State of California, Department of Transportation, for the protection and support of the highway."

NOTE: When the slope easement is no longer necessary, the State may clear the easement from the public record by a Director's Deed quitclaiming the easement to the fee holder of the property. The property owner is entitled to the Director's Deed without payment or consideration.

6.10.13.00 Grade Change Waiver

The following clause is a sample for use where no land is being acquired but may be damaged by reason of change of grade:

"Edward L. Roberts, a single man, owner of _____ does hereby waive any and all claims for compensation against the State of California for any and all damages in any way resulting to the property by reason of the construction, maintenance and/or change of grade of _____ Street, provided the elevation of the proposed surface of the ground at the new street line fronting the property on _____ Street shall not exceed 0.7 feet below the present elevation of the ground thereat."

6.10.14.00 Deed Reservations for Irrigation Facilities

6.10.14.01 For Facilities 12 Inches in Diameter or Less and All High Pressure Lines

"Reserving, however, unto the GRANTOR, its successors and assigns, the right to install, replace, repair, remove and maintain a _____ irrigation pipeline transversely under the State highway at Engineer's Station _____. This underground facility shall be installed beneath the surface of the highway within a conduit to be constructed, owned and maintained by the STATE transversely across the State highway at (describe location)

"The rights reserved by the GRANTOR shall be subject to the following provisions:

A. The GRANTOR's right to repair GRANTOR's facilities existing within the State owned right of way is limited to performing such maintenance and repair from outside the highway right of way. In no instance shall the GRANTOR have the right to traverse or use the highway right of way for maintenance or repair of GRANTOR's facilities without securing the issuance of a permit from the State, which approval shall not be unreasonably withheld."

6.10.14.02 **For Low Pressure Facilities in Excess of 12 Inches in Diameter**

"Reserving, however, unto the GRANTOR, its successors and assigns, the right to install, replace, repair, remove and maintain a _____ irrigation pipeline transversely under the State highway at Engineer's Station _____.

"The rights reserved by the GRANTOR shall be subject to the following provisions:

A. The GRANTOR's right to maintain and repair GRANTOR's facilities existing within the State-owned right of way is limited to performing such maintenance and repair from outside the highway right of way. In no instance shall the GRANTOR, in the exercise of the rights, traverse or use the highway right of way for maintenance or repair of GRANTOR's facilities without securing the issuance of a permit from the State, which approval shall not be unreasonably withheld."

6.15.00.00 - DIRECTOR'S DEEDS

6.15.01.00 General

A Director's Deed is a document used for the conveyance of any real property or interests, to be sold or exchanged under the provisions of Section 104.5 of the Streets and Highways (S&H) Code. Director's Deeds are executed by the Caltrans Director (Director), or their delegate, upon approval by the California Transportation Commission (CTC), as required under Section 118 of the S&H Code.

The Excess Lands function will determine the need for a Director's Deed and request the preparation of a document and mapping from Right of Way (R/W) Engineering.

For information on numbering of Excess Land parcels and Non-Inventoried Excess Land parcels, see Section 6.02.04.00 and Exhibit 6-EX-1 of this manual.

For more information on Excess Lands, see Chapter 16 of this manual.

For information on Requests to Decertify and Purchase, see Section 16.05.12.00 of this manual.

For more information on the Disposal of Rights of Way for Public and Private Road Connections, see Chapter 26 of the Project Development Procedures Manual.

6.15.02.00 Director's Deed (DD) Documents

Director's Deed document types include Grant Deeds, Easement Deeds, Quitclaim Deeds, Access Exchange Deeds, and Correction Deeds. R/W, R/W Engineering, and Legal functions at Headquarters have reviewed the most common types of Director's Deeds used and have created standard templates containing minimal rights necessary for normal use.

Situations will occur where it is necessary for these documents to be modified. Prior approval from the Deputy District Director of R/W and the Division of R/W and Land Surveys (HQ) is required when the template needs modification outside of the basic addition of standard clauses as described in Section 6.10.00.00 and Section 6.15.04.00 of this manual. Requests for HQ approval must be initiated through the Chief, R/W Engineering in the HQ Office of Land Surveys.

6.15.02.01 DD Grant

Similar to basic acquisition documents, the most common type of Director's Deed is the Grant Deed. Grant Deeds are primarily used to transfer real property in fee, under the provisions of Section 104.5 of the S&H Code. However, a Grant Deed may be used to transfer a lesser right, title, or interest as long as the lesser degree is clearly stated.

For an example of a standard Director's Deed Grant, see Exhibit 6-EX-2 in this manual.

For additional information on Grant Deeds, see Section 6.09.02.01 of this manual.

6.15.02.02 DD Easement

A Director's Deed Easement is used to grant rights over real property from Caltrans (Section 801, et seq., of the CC). Easements are specific and may only be used for the purpose stated in the document. Easements range from access rights to utilities, and may include aerial structures, etc.

If a Director's Deed Easement is used to transfer title of an existing easement held by the State, the following statement will be used:

> *" . . . hereinafter called GRANTEE, an easement for [enter type of easement], upon, over and across that real property . . . "*

For an example of a standard Director's Deed Easement, see Exhibit 6-EX-2 in this manual.

For additional information on Easement Deeds, see Section 6.09.02.02 of this manual.

6.15.02.03 DD Quitclaim

A Director's Deed Quitclaim is used to release any interest in the real property conveyed without a guarantee that the title is valid.

If real property is to be quitclaimed, the following purpose statement should be used:

> *" . . . hereinafter called GRANTEE, all right, title and interest in and to all that real property in the . . . "*

If access is to be quitclaimed, the following purpose statement should be used:

> *" . . . hereinafter called GRANTEE, all right, title and interest in and to the right of access upon, over and across that [insert width of access] foot access opening in the right of way line of the State highway in the . . . "*

For an example of a standard Director's Deed Quitclaim, see Exhibit 6-EX-2 in this manual.

For additional information on Quitclaim Deeds, see Section 6.09.02.03 of this manual.

6.15.02.04 DD Access Exchange

Situations may arise when an exchange of access may be necessary within a single ownership for a project.

For an example of a Director's Deed Access Exchange, see Exhibit 6-EX-2 in this manual.

Additional clauses that can be used for access are discussed in Section 6.15.04.02 of this manual.

6.15.02.05 DD Correction

A Director's Deed Correction is used to revise Director's Deeds that have been recorded with errors.

Correction Deeds that involve a substantial change in interest to be conveyed will not be submitted to HQ until the District has reacquired the interest originally conveyed. Typically, a quitclaim deed will be sufficient for this purpose.

Correction Deeds prepared for the purpose of correcting minor errors occurring in the acquisition deed legal description may be submitted to HQ without reacquiring the interest conveyed. The Correction Deed will contain the following statement:

> *" . . . for the purpose of correcting the deed from* [enter name of Grantor on original deed] *to* [enter name of Grantee on original deed], *recorded* [enter recording information on original deed, i.e., "in Book XX at Page XXX"; "as Document Number XX-XXXXX"], *Official Records of the County of* [enter name of county], *State of California."*

For additional information on Correction Deeds, see Section 16.07.09.00 of this manual.

For an example of a Correction Deed, see Exhibit 6-EX-2 in this manual.

6.15.02.06 Inadvertence or Mistakes

Section 119 of the S&H Code authorizes the State through the Director to reconvey any real property that has been inadvertently or mistakenly passed to the State.

6.15.03.00 Deed Preparation

All Director's Deeds are forwarded to the District Excess Lands function at the time the request is made for execution of the deed.

Director's Deed descriptions are written following the same rules of description writing used in the preparation of grant deeds or other types of acquisition documents. The State cannot convey any greater title than it acquired. Conveyance by Director's Deed is subject to all encumbrances that affect the property. Therefore, each Director's Deed must contain the following provision:

> *"Subject to special assessments, if any, restrictions, reservations and easements of record."*

Any known title encumbrance that affects the property being conveyed, but is not of record, must be defined in the Director's Deed.

It is preferable to show the marital status of the grantee and the manner in which title will be conveyed. Unless due to some special condition, it is desirable to convey title to grantees in the same manner as they hold title to adjoining land, e.g., joint tenancy.

Easements for rights that were relocated by the project may be conveyed by Director's Deed Easement prior to the sale of the excess land or reserved in the Director's Deed to *"The State of California, its successors or assigns"* and conveyed to the appropriate party after the Director's Deed for the excess land parcel has been recorded.

NOTE: This will not be necessary if the replacement rights were transferred directly to the entity receiving replacement rights by separate acquisition, or reserved to the entity receiving replacement rights (third party conveyance) in the acquisition document to Caltrans.

6.15.04.00 Clauses

Similar to acquisition documents, additional clauses can be included in the Director's Deed for various rights, title and interest. Standard clauses as described in Section 6.10.00.00 of this manual are acceptable for use in a Director's Deed, but must be modified by changing the vesting verbiage to fit the use.

6.15.04.01 Exceptions and Reservations to State

The proper use of exceptions and reservations is important in Director's Deeds where the State will retain or reserve certain rights from land being conveyed, such as drainage easements, slope rights, access rights, oil, gas, and mineral rights, etc.

6.15.04.02 Access Clauses

For purposes of providing constructive notice of the nonexistence of access rights appurtenant to real property lying adjacent to a freeway, constructed or proposed to be constructed, one of the following two access clauses is to be used:

DD-1
The following clause shall be used in all cases where property being conveyed abuts directly upon the access restriction line of the freeway. The clause shall also be used in all cases where property being conveyed abuts only upon a sidewalk, a bikeway, and/or any other type of nonmotorized public thoroughfare lying between the real property and the access restriction line of the freeway.

The clause may be used where property being conveyed abuts only upon a frontage or connecting road, a cul-de-sac, cross street or alley that is closed at the freeway and/or any other type of motorized public thoroughfare lying between real property being conveyed and the access restriction line of the freeway. Use this clause where real property is being conveyed prior to construction of the freeway:

> *"There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway."*

When limited access is to be allowed directly into the freeway, such as an access opening, a phrase must be added to the above Clause that will precisely define the location of the access opening, such as:

> *" . . . except over and across the westerly 20 feet of the course described above with the length of 126.23 feet."*

When the real property abuts upon an elevated freeway and upon a public way beneath the freeway, a statement permitting access to the public way is to be added to the Clause, such as:

> *" . . . provided, however, that said real property shall have access to a public way beneath the elevated freeway structure."*

DD-2
At interchanges where real property abuts upon the freeway and a city street or county road and the demarcation of freeway and local road is reasonably subject to misinterpretation, the following clause is used to designate the lines over which no access is allowed:

> *"There shall be no abutter's rights, including rights of access, over and across the courses described above with lengths of . . . "*

OR

> *"There shall be no abutter's rights, including rights of access, over and across course _____ through _____ described above." [Insert course limits such as 1 through 5]*

NOTE: In exceptional cases, when further clarification is needed of intent to restrict or permit access, modification of the above clauses will be made to clearly set forth the State's intent.

6.15.04.03 Landlocked Parcels

Director's Deeds for landlocked parcels sold at public auction shall contain the following constructive notice clause:

> *"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."*

6.15.04.04 Power of Termination Clause for Conveyance for Public Purposes

Director's Deeds conveying excess land to public agencies may require a clause limiting use of property to public purposes and to provide for reversion to the State if such a limiting condition is broken. (Section 885.010, et seq., of the Civil Code)

Where it is desired to limit use of property to a public use without limiting the nature of the public use, the following clause shall be used:

> *"It is expressly made a condition herein that the conveyed property be used exclusively for public purposes for a period of fifteen (15) years from the recorded date of this deed; that if said property ceases to be used exclusively for public purposes during this fifteen (15)-year period, STATE may exercise its power of termination. In the event STATE exercises its power of termination, all title and interest to said property shall revert to the State of California, Department of Transportation, and that the interest held by GRANTEE, or its assigns, shall cease and terminate.*
>
> *The actual public use of the herein described property, must commence within _____ years from the recorded date of this deed and that public use shall continue through the remainder of the fifteen (15)-year period or STATE may exercise its power of termination."*

If a more restrictive clause that would limit use to a specific public purpose is desired, the following clause shall be used:

> *"It is expressly made a condition herein that the conveyed property be used exclusively for _____, a public purpose, for a period of fifteen (15) years from the recorded date of this deed; that if said property ceases to be used exclusively for _____, a public purpose, during this fifteen (15)-year period, STATE may exercise its power of termination. In the event STATE exercises its power of termination, all title and interest to said property shall revert to the State of California, Department of Transportation, and that the interest held by GRANTEE, or its assigns, shall cease and terminate.*
>
> *The actual public use of the herein described property as a _____, must commence within _____ years from the recorded date of this deed and that public use shall continue throughout the remainder of the fifteen (15)-year period or STATE may exercise its power of termination."*

For additional information on Direct Sales to Governmental Agencies, see Section 16.05.09.02 of this manual.

6.15.04.05 Clause for Soil Instability Caused by State Highway Construction

The following clause shall be included in all Director's Deeds, sales contracts, and public sales notices utilized in disposal of excess properties having a history of soil instability caused in part or in its entirety by State highway construction:

> *"It is mutually agreed and understood that this property may be subject to soil instability and that the grantees, for themselves and their successors or assigns, hereby waive any and all claims for damages resulting from further earth movement or soil instability which may occur because of prior actions by the State of California, its officers, agents and employees."*

6.15.04.06 Slope Clause - Right to Remove

The following clause shall be included in applicable Director's Deeds, sales contracts, and public sales notices utilized in disposal of excess properties where its use might be helpful in the sale of property, or in realizing the maximum return on property:

> *"It is understood and agreed by the parties hereto that GRANTEE, for itself and their successors and assigns, shall have the right at any time to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof other adequate lateral support. The design and construction of any support or changes in lieu of existing slopes shall first be approved by the State of California, Department of Transportation or such other public body having the right of said approval for the protection and support of said highway."*

When the slope easement is no longer necessary, the State may clear the easement from the Public Record by a Director's Deed, quitclaiming the easement to the fee holder of the property. The property owner is entitled to the Director's Deed without payment of consideration.

6.15.05.00 Execution of Documents

Similar to acquisition documents, the completion of steps required to legally formalize or execute a document is as important as the document itself. In addition to the signatures of the grantor (i.e., STATE), additional signatures are necessary for the disposal of real property and its interests, including:

- Certificate of Acknowledgment (see Section 6.09.05.01 of this manual).
- California Transportation Commission Certificate (see Section 6.15.05.02 of this manual).

For more information on the execution of documents, see Section 8.13.00.00 of this manual.

6.15.05.01 Certificate of Execution

Section 118(b) of the S&H Code requires that conveyance of real property by the State ***"shall be approved by the commission"*** and ***"executed on behalf of the State by the Director"***. The execution of a Director's Deed will be in the form of a certificate. The following statement should be used:

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND PROCEDURE

_____
ATTORNEY

*By*_____
Director of Transportation

*By*_____
Attorney in Fact

6.15.05.02 California Transportation Commission

The California Transportation Commission (CTC) is responsible for the programming and allocation of transportation funds used in the construction of highway and other transit improvements throughout California. Under the authority granted to the CTC by Section 118 and Section 30410 of the S&H Code, and by agreement through CTC Resolution G-98-22 (revised October 28, 2004).

Director's Deeds for conveying excess land under G-98-22 will include language stating that Caltrans has been delegated such prior approval authority by the CTC. The following statement will be affixed by the CTC Commissioner after approval:

"This is to certify that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed under provisions of CTC RESOLUTION G-98-22, approved October 28, 1998, amending Resolution G-2, replacing Resolution G-97-12, pertaining to sale of excess property.

Dated _____

*By*_____

An area is to be reserved on the Director's Deed for CTC certification. This area should be no smaller than 4″ wide by 2.5″ tall, similar to:

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated: _____

APPROVED AS TO FORM AND PROCEDURE

_____
ATTORNEY
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

This Space Reserved for
California Transportation Commission
Certification

6.15.06.00 Maps

Director's Deed Maps or Excess Land Maps are used in appraisals, negotiations, and sales notices of real property or interest in real property being exchanged or sold by Caltrans. Director's Deed Maps are used by HQ in reviewing proposed transactions and may be referred to by members of the CTC. Director's Deed Maps will accompany all Director's Deeds and will consist of an Index and Plat Map.

There are four types of mapping requirements for Director's Deed Mapping. They include the following types of conveyances:

- Public Sale - Excess State land to be disposed of by public auction or public sealed bid.
- Findings A and B - Excess State land to be disposed of by direct sale to an adjoining owner.
- Exchange - Excess State land to be exchanged (typically with an adjacent property owner) for a right of way requirement.
- Contract Obligation - State land conveyed as in compliance with a contract obligation (utility agreement, cooperative agreement, clearance of cloud on title, etc.).

Requirements for Director's Deed Mapping can be found in Section 4-10 of the Plans Preparation Manual.

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The above listed documents are informational only. Please refer to the R/W Manual Reference and District Right of Way Engineering staff for proper usage of documents. The following refers to information provided in this exhibit:

[text]	Items in blue surrounded by brackets require author input.
text	Items in blue italics are informational.
text	Items in blue bold italics are instructional.

For more information on Document Structure, see Section 6.09.03.00 of this manual.
For more information on Vesting Ownership and Signature Blocks, see Exhibit 6-EX-8 of this manual.

Space above this line for Recorder's Use

CORRECTION DEED

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, makes this agreement with the State of California, Department of Transportation, hereinafter called STATE, for the purpose of correcting the deed from [Enter name of grantor on original deed] to [Enter name of grantee on original deed] , recorded [Enter recording info on original deed, i.e. in Book XX at page XXX; as Document Number XX-XXXXX] , Official Records of the County of [Enter name of county] , State of California.

This deed is being recorded for the purpose of correcting the deed recorded [Enter recording information on original deed] to reflect a correction [Enter location of error on the existing deed, e.g. in the legal description; in Exhibit A] .

The following shall be removed from the deed recorded [Enter recording info on original deed] :

See Exhibit [Enter reference to exhibit showing original information to be corrected] , attached

and replaced with the following:

See Exhibit [Enter reference to exhibit showing corrected information to be used] , attached.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of the deed recorded [Enter recording information or original deed] .

Enter appropriate Signature Block (Exhibit 6-EX-8).

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Correction Deed

By _____
Attorney in Fact

Space above this line for Recorder's Use

DIRECTOR'S DEED
ACCESS EXCHANGE

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

[Enter Vesting Ownership] ,

hereinafter called GRANTEE, the right of access upon, over and across that certain [Insert width of access] foot access opening in the right of way line of the State highway in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

IN EXCHANGE FOR

GRANTEE's present right of access upon, over and across that certain [Insert width of access] foot access opening in the [Insert descriptor] right of way line of the State highway in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached

for which a deed has been executed and delivered by the GRANTEE to STATE.

The Director of Transportation has determined that the property rights being exchanged are equal in value and that the rights conveyed herein are no longer necessary for State highway purposes.

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

MAIL TAX
STATEMENTS TO:

Number
[Document Number]

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____

APPOVED AS TO FORM AND PROCEDEURE

_____
ATTORNEY
DEPARTMENT OF TRANSPORTATION

Certificate of Execution Required for all Director's Deeds

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

This Space Reserved for California Transportation Commission Certification

Space above this line for Recorder's Use

DIRECTOR'S DEED
EASEMENT

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

The State of California, acting by and through its Director of Transportation, hereinafter called, STATE, hereby grants to

[Enter Vesting Ownership] ,

hereinafter called GRANTEE, an easement for [Enter type of easement] , upon, over and across that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 and Section 6.15.04.00 of this manual), as needed.

Subject to special assessments if any, restrictions, reservations, and easements of record.

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

MAIL TAX
STATEMENTS TO:

Number
[Document Number]

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____

APPOVED AS TO FORM AND PROCEDEURE

_____
ATTORNEY
DEPARTMENT OF TRANSPORTATION

Certificate of Execution Required for all Director's Deeds

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

This Space Reserved for California Transportation Commission Certification

Space above this line for Recorder's Use

DIRECTOR'S DEED
GRANT

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

[Enter Vesting Ownership] ,

hereinafter called GRANTEE, that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 and Section 6.15.04.00 of this manual), as needed.

Subject to special assessments if any, restrictions, reservations, and easements of record.

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

MAIL TAX
STATEMENTS TO:

Number
[Document Number]

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____

APPOVED AS TO FORM AND PROCEDEURE

_____
ATTORNEY
DEPARTMENT OF TRANSPORTATION

Certificate of Execution Required for all Director's Deeds

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

This Space Reserved for California Transportation Commission Certification

Space above this line for Recorder's Use

DIRECTOR'S DEED
QUITCLAIM

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby releases and quitclaims to

[Enter Vesting Ownership] ,

For REAL PROPERTY, use the following:
hereinafter called GRANTEE, all right, title and interest in and to all that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

For ACCESS ONLY, use the following:
hereinafter called GRANTEE, all right, title and interest in and to the right of access upon, over and across that [Insert width of access] foot access opening in the right of way line of the State highway in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 and Section 6.15.04.00 of this manual), as needed.

Subject to special assessments if any, restrictions, reservations, and easements of record.

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

MAIL TAX
STATEMENTS TO:

Number
[Document Number]

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated _____

APPOVED AS TO FORM AND PROCEDEURE

_____
ATTORNEY
DEPARTMENT OF TRANSPORTATION

Certificate of Execution Required for all Director's Deeds

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
Director of Transportation

By _____
Attorney in Fact

This Space Reserved for California Transportation Commission Certification

Space above this line for Recorder's Use

EASEMENT DEED

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for [Enter type of Easement] , upon, over and across that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

Enter appropriate Signature Block (Exhibit 6-EX-8).

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Easement Deeds

By _____
Attorney in Fact

Space above this line for Recorder's Use

EASEMENT DEED
AERIAL

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement and right of way for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from GRANTOR's remaining property to the Structure, being upon, under, over and across that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

ALSO, TOGETHER with non-exclusive right of access to the easement and right of way described herein for the purpose of inspecting, maintaining, retrofitting and repairing the Structure and for inspecting the uses made of the land under the Structure by way of such roads or passageways as may now or hereafter exist on GRANTOR's remaining property; provided, however, that STATE's exercise of such right of access shall not unreasonably interfere with GRANTOR's use of such roads or passageways.

RESERVING unto GRANTOR, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of the Structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of the Structure, provided further, that GRANTOR, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to GRANTOR or its subsidiaries or affiliated companies shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by GRANTOR, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto GRANTOR, its successors and assigns, the general right to use and enjoy the area of land under the Structure described herein. The general right to use and enjoy the land

Number
[Document Number]

by GRANTOR, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement described herein which would impair the full use and safety of the Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.

2. No use may be made of the area of land within the easement described herein for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto the land except in such quantities as are normally required for the maintenance operations of occupants of the land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with the easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of the Structure or the traveling public thereon.

4. No building of combustible construction shall hereafter be constructed on the area of land under the Structure described herein. STATE shall be given the opportunity to review and approve plans for any construction within the easement area 60 days prior to the construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of the Structure without the express written approval of the STATE. STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from the land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of the Structure constructed on the lands.

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

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

Enter appropriate Signature Block (Exhibit 6-EX-8).

Number
[Document Number]

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Easement Deeds

By _____
Attorney in Fact

Space above this line for Recorder's Use

EASEMENT DEED
HIGHWAY

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

The GRANTOR hereby further grants to STATE all trees, growths (growing or that may hereinafter grow) and road building materials within the right of way including the right to take water, together with the right to use same in such manner and at such location as the STATE may deem proper, needful or necessary for the construction, reconstruction, improvement or maintenance of the highway.

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

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

Enter appropriate Signature Block (Exhibit 6-EX-8).

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Easement Deeds

By _____
Attorney in Fact

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

Enter appropriate Signature Block (Exhibit 6-EX-8).

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Grant Deeds

By _____
Attorney in Fact

Grant_Deed 3/2015

Space above this line for Recorder's Use

HIGHWAY EASEMENT DEED
Federal Lands

District	County	Route	Postmile	Number
[District]	[County]	[Route(s)]	[Postmile]	[Document Number]

This Deed is made on [month] [date], 20[last two digits of year], by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration (GRANTOR), and the State of California, Department of Transportation (GRANTEE).

RECITALS

1. GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and/or Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States [insert Name of Federal Agency] (FEDERAL AGENCY), which land has been appropriated by GRANTOR.

2. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of [describe highway], post mile [begin postmile] - [end postmile].

3. FEDERAL AGENCY, in its consent to the appropriation of the federal land, has agreed to the transfer by GRANTOR of an easement over the federal land to GRANTEE.

4. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the GRANTEE's operations, programs, or activities conducted on the federal land; and (b) GRANTEE shall use the federal land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal statutes.

NOW THEREFORE, GRANTOR does hereby grant to GRANTEE an easement for a right-of-way for the construction, operation, and maintenance of a highway***(add where appropriate – ", including control of access thereto from adjoining lands")*** and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land in the County of [insert county name], State of California described as:

Number
[Document Number]

DESCRIPTION

[Enter Legal Description Here]

(NOTE – Legal description may be attached as an "Exhibit A". The following paragraph to be used only if an additional map exhibit is appropriate. The exhibit designation must be changed to "B", if used with a Legal Description designated as "A". See Right of Way Manual Section 6.13.05.00 for additional information relating to Federal Land Descriptions.)

The land described above is depicted on Exhibit "A," attached and made a part hereof, and shown as Parcel Number(s) [Parcel##, Parcel## …] on Sheets [##] through [##].

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

Signature _____
Professional Land Surveyor

Date _____

GRANTEE is not responsible for the maintenance and liability associated with forest roads, waterways, or trails and/or forest development roads and trails within GRANTEE'S easement. ***(USFS only)***

This transfer is subject to the following terms and conditions:

(Insert stipulations provided by District Federal Lands Transfer Coordinator)

Number
[Document Number]

I, _____, Attorney at Law, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.

_____ Signature

_____ Date

IN WITNESS WHEREOF, I, _____, Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
California Division Administrator

(Acknowledgement)

THIS IS TO CERTIFY, that the State of California, acting by and through the Department of Transportation (pursuant to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated: _____

_____
Director of Transportation

(Certificate of Acceptance Required for Deed)

By _____
Attorney in Fact

(To be used with map reference, or written, description)

Space above this line for Recorder's Use

HIGHWAY EASEMENT DEED
Perfection of Title (USFS only)

District	County	Route	Postmile	Number
[District]	[County]	[Route(s)]	[Postmile]	[Document Number]

This Deed is made on [month] [date] , 20[last two digits of year] , by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration (GRANTOR), and the State of California, Department of Transportation (GRANTEE).

RECITALS

1. GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and/or Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of Agriculture, Forest Service (FOREST SERVICE).

2. This transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966, (80 Stat. 931, 937, Section 6 (a)(1)(A)).

3. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of existing [describe highway] (an existing highway).

4. FOREST SERVICE, in its consent to the appropriation of the federal land, has agreed to the transfer by GRANTOR of an easement over the federal land to GRANTEE.

5. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to GRANTEE's operations, programs, or activities conducted on the federal land; and (b) GRANTEE shall use the federal land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other federal statutes.

NOW THEREFORE, GRANTOR does hereby grant to GRANTEE an easement for a right-of-way for the construction, operation and maintenance of an existing highway, and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land of the United States within the [USFS name] National Forest, in the County of [County name] , State of California described as:

DESCRIPTION

Number
[Document Number]

[Enter Legal Description Here]

(NOTE – Legal description may be attached as an "Exhibit A". The following two paragraphs must be contained within the Legal description. See Right of Way Manual Section 6.13.05.00 for additional information relating to Federal Land Descriptions.)

TOGETHER with the above-described parcel(s), any and all man-made features and drainages adjacent to and appurtenant to the existing highway.

EXCEPTING from the above-described parcel(s), all frontage roads, trails, and waterways adjacent to and parallel with the roadbed of the existing highway.

(The following paragraph to be used only if an additional map exhibit is appropriate. The exhibit designation must be changed to "B", if used with a Legal description designated as "A".)

The land described above is depicted on Exhibit "A," attached and made a part hereof, and shown as Parcel Number(s) [Parcel##, Parcel## …] on Sheets [##] through [##].

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

Signature _____
Professional Land Surveyor

Date _____

GRANTEE is not responsible for the maintenance and liability associated with forest roads, trails, or waterways, and/or forest development roads and trails within GRANTEE's easement.

This easement is made subject to all matters of record and is limited by and shall not exceed the right, title and interest of GRANTOR in and to the federal land described.

If any subsequent survey of the existing highway shows that any portion of the existing highway crossed lands of GRANTOR not described above, this easement shall be amended to include the additional lands traversed.

This transfer is subject to the following terms and conditions:

(Insert stipulations provided by District Federal Lands Transfer Coordinator)

Number
[Document Number]

I, _____, Attorney at Law, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.

_____ Signature

_____ Date

IN WITNESS WHEREOF, I, _____, Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
California Division Administrator

(Acknowledgement)

THIS IS TO CERTIFY that the State of California, acting by and through the Department of Transportation (pursuant to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated: _____

_____
Director of Transportation

(Certificate of Acceptance Required for Deed)

By _____
Attorney in Fact

HED-FLT-PofT_rev 11-02-2014

Rev 11/2014

(To be used with post mile reference description)

Space above this line for Recorder's Use

HIGHWAY EASEMENT DEED
Perfection of Title (USFS only)
Post Mile Reference

District	County	Route	Postmile	Number
[District]	[County]	[Route(s)]	[Postmile]	[Document Number]

This Deed is made on [month] [date] , 20[last two digits of year] , by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration (GRANTOR), and the State of California, Department of Transportation (GRANTEE).

RECITALS

1. GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and/or Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of Agriculture, Forest Service (FOREST SERVICE).

2. This transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966, (80 Stat. 931, 937, Section 6 (a)(1)(A)).

3. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of existing [describe highway] (an existing highway).

4. FOREST SERVICE, in its consent to the appropriation of the federal land, has agreed to the transfer by GRANTOR of an easement over the federal land to GRANTEE.

5. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to GRANTEE's operations, programs, or activities conducted on the federal land; and (b) GRANTEE shall use the federal land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other federal statutes.

NOW THEREFORE, GRANTOR does hereby grant to GRANTEE an easement for a right-of-way for the construction, operation and maintenance of an existing highway, and use of the space above and below the established grade line of the highway pavement of State Route [Route Number] for highway purposes on, over, across, in, and upon the federal land of the United States within the [USFS name] National Forest, in the County of [County name] , State of California described as Parcel Number(s) [insert parcel numbers] and being within the limits of the Post Miles and right-of-way widths more particularly described in Exhibit "A," attached and made a part hereof.

Number
[Document Number]

(Post Mile list may also be entered here, if more efficient. When doing so, change "in Exhibit "A," attached and made a part hereof." to "below:" and change "Exhibit B" to "Exhibit A" below. NOTE: See Right of Way Manual Section 6.13.05.00 for additional information relating to Federal Land Descriptions.)

TOGETHER with the above-described parcel(s), any and all man-made features and drainages adjacent to and appurtenant to the existing highway.

EXCEPTING from the above-described parcel(s), all frontage roads, trails, and waterways adjacent to and parallel with the roadbed of the existing highway.

Post Miles are based on Exhibit "A," identifying FOREST SERVICE and California Department of Transportation landmarks upon which the above-described parcels can be further referenced by odometer reading.

State Route [Route Number] , as it existed on [DATE,] is depicted on Exhibit "B," attached and made a part hereof, on Sheets [##] through [##] .

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

Signature _____
Professional Land Surveyor

Date _____

GRANTEE is not responsible for the maintenance and liability associated with forest roads, trails, or waterways and/or forest development roads and trails within GRANTEE's easement.

This easement is made subject to all matters of record and is limited by and shall not exceed the right, title and interest of GRANTOR in and to the federal land described.

If any subsequent survey of the existing highway shows that any portion of the existing highway crossed lands of GRANTOR not described above, this easement shall be amended to include the additional lands traversed.

This transfer is subject to the following terms and conditions:

(Insert stipulations provided by District Federal Lands Transfer Coordinator)

Number
[Document Number]

I, _____, Attorney at Law, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.

_____ Signature

_____ Date

IN WITNESS WHEREOF, I, _____, Division Administrator, pursuant to delegations of authority from the Secretary of Transportation, and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
California Division Administrator

(Acknowledgement)

THIS IS TO CERTIFY, that the State of California, acting by and through the Department of Transportation (pursuant to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated: _____

_____
Director of Transportation

(Certificate of Acceptance Required for Deed)

By _____
Attorney in Fact

HED-FLT-PofT-PM_rev 11-02-2014

Rev 11/2014

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PARTIAL RECONVEYANCE UNDER TRUST DEED

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

WHEREAS [Enter name of Trustee(s)] , hereinafter called TRUSTEE, under the Deed of Trust made by [Enter Name of Trustor] , hereinafter called TRUSTOR and recorded [Enter recording info on original deed, i.e. in Book XX at page XXX; as Document Number XX-XXXXX] , Official Records of the County of [Enter name of county] , State of California, having received from the Beneficiary(ies) having presented the Deed of Trust and note(s) secured thereby for endorsements and the endorsements having been duly made and entered upon the Deed of Trust and note(s).

THEREFORE, in accordance with the request and the provisions of the Deed of Trust, TRUSTEE does hereby reconvey, without warranty, to the person or persons legally entitled thereto, all that certain real property located in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as:

See Exhibit [Enter reference to exhibit] , attached.

The purpose of this partial reconveyance is to enable the State of California, Department of Transportation, to acquire title to the real property described herein.

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

It is expressly understood that this reconveyance does not in any manner release or reconvey any of the property described in the Deed of Trust, in trust, except that herein described and reconveyed. The remaining property described in the Deed of Trust shall continue to be held by TRUSTEE under the terms thereof and as therein provided. This partial reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by the Deed of Trust, or the effect of the Deed of Trust upon the remaining property covered thereby.

Enter appropriate Signature Block (Exhibit 6-EX-8).

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

Partial_Reconveyance_Under_Trust_Deed 3/2015

Space above this line for Recorder's Use

QUITCLAIM DEED

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

[Enter Vesting Ownership] ,

hereinafter called GRANTOR, hereby releases and quitclaims to the State of California, Department of Transportation, hereinafter called STATE, all that real property in [Enter name of city or unincorporated area] , County [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

Include additional clauses (Section 6.10.00.00 of this manual), as needed.

Enter appropriate Signature Block (Exhibit 6-EX-8).

Include additional Certificates and Statements (Section 6.09.05.00 of this manual), as needed.

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

Certificate of Acceptance
Required for Quitclaim Deeds

By _____
Attorney in Fact

Quitclaim_Deed 3/2015

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT [Enter District Number]
[Enter District Mailing Address Line 1]
[Enter District Mailing Address Line 2]
PHONE [Enter Phone Number]
FAX [Enter Fax Number]
TTY 711
www.dot.ca.gov

Serious drought.
Help save water!

[Enter Name of Trustee(s)]
[Enter Mailing Address Line 1]
[Enter Mailing Address Line 2]

REQUEST FOR PARTIAL RECONVEYANCE

District	County	Route	Postmile	Number
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Document Number]

TO: [Enter Name of Trustee(s)]

The undersigned, [Enter Name of Beneficiary(ies)] (is/are) the legal owner(s) and holder(s) of the [Enter type] promissory note(s) for the total sum of $ [Enter dollar amount] and of all other indebtedness secured by Deed of Trust, made by [Enter Name of Trustor] , trustor(s), to [Enter Name of Trustee] , trustee(s), and recorded [Enter recording info on original deed, i.e. in Book XX at page XXX; as Document Number XX-XXXXX] , Official Records of the County of [Enter name of county] , State of California.

You are hereby requested, in accordance with the terms of said Deed of Trust, to reconvey without warranty, to the person or persons legally entitled to the estate now held by you and to that portion of the property described in said Deed of Trust, located in the [Enter name of city or unincorporated area] , County of [Enter name of county] , State of California, described as follows:

See Exhibit [Enter reference to exhibit] , attached.

It is understood that the present intention of the State of California, Department of Transportation, is to construct and maintain a public highway on the lands described herein, and the undersigned hereby waives any claim for any and all damages to the remaining property by reason of the location, construction, landscaping or maintenance of the highway.

The making of such partial reconveyance shall be endorsed upon said promissory note(s) and Deed of Trust, which are herewith presented to you for that purpose.

Enter appropriate Signature Block (Exhibit 6-EX-8).

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability."

3/2015

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

Memorandum

District	County	Route	Postmile	Project ID
[Dist]	[Cnty]	[Rte(s)]	[PM]	[Project ID]

To: [Enter Name]
[Enter Functional Unit, i.e. Right of Way Acquisition]

From: [Enter Name]
R/W Engineering, District [Enter District]

Subject: **RESOLUTION OF NECESSITY TRANSMITTAL**

The following information has been provided, as requested by District Right of Way, for use in the preparation of a Resolution of Necessity (RON) and other documents necessary for Condemnation, including:

- RON Mapping ([Insert total number of mapping pages] pages)
  - Index Map (Exhibit A) – shows parcel(s) in relation to the overall project
  - Detail Map (Exhibit B) – shows parcel(s) in detail
- RON Legal Description for parcel(s): ([Insert total number of legal description pages] page(s))
  - [Enter parcel numbers of legal descriptions provided]

The electronic files for the above listed information have been transmitted by
[Include how electronic files are transmitted, e.g. email, placement onto ftp:, ROWMIS, etc.] .

Include appropriate Signature Statement of person certifying the legal description(s) in accordance with Section 8761 of the Business and Professions Code, as shown in Section 6.08.05.00 of this manual.

3/2015