

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

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SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Easement**

Location: Unincorporated Area  
APN: 0229-291-23  
V&LM File No: GRT204175269  
SCE Document: 121669

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 73458A Service Order: 802259515
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND _____ ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	<b>APPROVED VEGETATION &amp; LAND MANAGEMENT</b>
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	<b>BY SF DATE 08/30/2023</b>

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to the COUNTY OF SAN BERNARDINO, a public body, corporate and politic, hereinafter called "Grantee", an easement for Traffic Signal Maintenance purposes, in, on, under, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

THAT PORTION OF THE WEST HALF OF SECTION 16 AND SECTION 21 IN TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ALSO DESCRIBED IN THAT CERTAIN CORPORATION GRANT DEED RECORDED DECEMBER 12, 1951, AS INSTRUMENT NO. 188, IN BOOK 2866, PAGE 305 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDERS OF SAID COUNTY.

Said easement is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, whether of record or not.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge and/or remove in, on, over, under, through, along and across the above described real property, electric transmission and distribution lines and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation,

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reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits.

4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.
5. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the exercise of the rights granted pursuant to this Easement.
6. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of fifteen (15.0) feet between their equipment and any and all overhead electric conductors.
7. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
8. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
9. The above described real property is to be used only for the purposes herein. In the event the property meets at least one criterion for a summary vacation pursuant to Streets and Highway Code Section 8333, then the Easement shall thereupon, ipso fact, revert to the interest of the Grantor in the above described real property. The Section 8333 criteria for a summary vacation is as follows:
  - a. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation;
  - b. The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date; or
  - c. The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.
10. If one of the criterion listed in Section 9 is met, then the Grantee shall execute and deliver to Grantor a service of a written demand that the Grantor vacate the easement pursuant to Streets and Highway Code Section 8335.

Should the Grantor fail to initiate easement vacation within thirty (30) days of service of the initial written demand, then Grantee shall execute and deliver to Grantor a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute

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and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given.

11. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
12. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
13. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
14. Any earth fill placed by Grantee within the boundaries of the above described real property shall have a relative compaction density of ninety percent (90%).
15. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
16. Grantee agrees to maintain the above described real property.
17. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than thirty-six (36.0) inches below the surface of the ground, shall be capable of supporting three-axle vehicles weighing up to forty (40) tons, and shall be of such type of construction and material as to be sufficient and safe for the purpose for which they are to be used.
18. Grantee shall promptly and properly replace the earth over any underground facilities, shall tamp or water-settle such earth so that no depressions shall be left or shall develop in the surface of the ground over said underground facilities, and shall restore the surface of the ground over said underground facilities to as near its original condition and appearance as possible.
19. The two-year limitation contained in paragraph 11 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
20. By the acceptance hereof, the Grantee agrees to indemnify Grantor, its officers, agents, and/or employees, from any and all liability, loss, or damage to which Grantor, its officers, agents, and/or employees may be subjected as the result of any act or omission by Grantee, its officers, agents or employees arising out of the exercise by Grantee, its officers, agents, or employees, of any of the rights granted to it by this instrument.

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21. Grantee agrees to install one (1.0) sixteen (16.0) sixteen-foot-wide double-drive gate at a location specified by Grantor.
22. Grantee agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.
23. Grantee agrees that no additional structures will be installed on the above described real property.
24. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
25. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.
26. This Grant of Easement will not become effective unless and until it is approved by the California Public Utilities Commission pursuant to and in accordance with Public Utilities Code Section 851. Grantor reserves the right to cancel and revoke this Easement to the extent the Public Utilities Commission does not approve the easement or imposes conditions that Grantor does not accept.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By: \_\_\_\_\_

Monica Contreras  
Real Estates Facilities - Advisor  
Land Management – Eastern Region  
Vegetation & Land Management

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

State of California )

County of \_\_\_\_\_)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF SAN BERNARDINO,  
a public body, corporate and politic

By: \_\_\_\_\_

Name: Noel Castillo

Title: Director

By: \_\_\_\_\_

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

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

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INSERT COA FROM COUNTY OF SAN BERNARDINO