

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00.</u>		DISTRICT Redlands	SERVICE ORDER TD2185824	SERIAL NO.	MAP SIZE
SCE Company		FIM 231-2226-0	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 0273-011-26	VEGETATION & LAND MANAGEMENT/ LAW DEPARTMENT (M.A.R.)	SLS/CG	8/21/2024

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), subject to the terms and conditions of this Grant of Easement ("Easement"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communications systems as depicted in the Exhibits described below (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment reasonably necessary or useful for the sole purpose of Grantee's distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable) regarding such distribution and for no other purposes, in, on, over, along and across that certain portion of Grantor's real property in the County of San Bernardino, State of California ("Easement Area"), described as follows:

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

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described easement area without the prior consent of Grantee (such consent not to be unreasonably withheld, conditioned, or delayed). The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

This Easement is further subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, right of ways, and claims of title which may affect Grantor's real property, whether recorded or not. The use of the word "grant" herein shall not imply any warranty on the part of the Grantor with respect to this Easement. The Easement is further subject to Grantor's right to use the Easement Area for Grantor's operations and Grantor expressly reserves for itself and its successors and assigns, the continuing right to use the Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

Grantee shall secure and maintain all applicable permits and approvals from other appropriate local, state and federal agencies for its use of the Easement Area and Grantee shall comply with all applicable laws and regulations concerning its use of Easement Area. Grantee shall at all times and at its sole cost and expense maintain the Easement Area and Grantee's systems thereon in good condition and repair and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Easement or Grantee's personal property at the Easement Area. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities (including without limitation the activities of Grantee's employees, agents, and contractors) related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

The Grantee's rights in this Easement are subject to the following: (i) for any and all construction, alterations, replacements, reconstructions, removals, and non-routine maintenance and repairs of the system where such work materially deviates from the systems previously installed or portions thereof to be performed by the Grantee or its employees, contractors, and agents at the Easement Area, the Grantee shall first submit all plans and specifications for such activities to the Grantor for the Grantor's prior written consent, which consent shall not to be unreasonably conditioned, withheld, or delayed; (ii) for any other activities to be performed by Grantee or its employees, contractors, and agents under this Easement, such activities shall require prior coordination with the Grantor, and (iii) this Grant of Easement shall not include the right for any co-location of utilities, systems, or any other improvements in the Easement Area by any party other than the Grantee without Grantor's prior written consent, which consent shall not unreasonably withheld, conditioned or delayed.

EXECUTED this ____ day of _____, 20__.

GRANTOR

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California

Signature

Print Name

Title

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

Signature

Print Name

Title

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 _____ (Seal)

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 _____ (Seal)

EXHIBIT "A"

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 6, IN BLOCK 7 OF ORANGE GROVE TRACT, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY BOUNDARY OF DEL ROSA CHANNEL, 60.00 FEET WIDE, AS PER SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY PER DEED RECORDED SEPTEMBER 28, 1942 IN BOOK 1560, PAGE 4 OF OFFICIAL RECORDS, WITH A LINE PARALLEL WITH AND DISTANT 8.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED, RECORDED MAY 05, 2023 AS DOCUMENT NO. 2023-0109023, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID PARALLEL LINE, SOUTH 89°50'03" EAST 4.77 FEET TO A POINT OF ENDING IN THE WESTERLY LINE OF DEL ROSA AVENUE, 20.00 FOOT HALF-WIDTH, AS SHOWN ON A RECORD OF SURVEY, FILED IN BOOK 10, PAGE 7 OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE EASTERLY IN SAID WESTERLY LINE, AND WESTERLY IN SAID NORTHWESTERLY BOUNDARY.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

Dated: June 29, 2024

Glenn M. Bakke
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2025



EXHIBIT "B"

35'

41.25'



POR. LOT 6

POR. LOT 6

N00°06'10"W

41.25'

E'LY PROLONGATION OF THE N'LY BDY. OF
THE LAND DESCRIBED IN A DEED
REC. MAY 05, 2023
DOC. NO. 2023-0109023, O.R.

ORANGE GROVE TRACT
M.B. 11/14

SCE EASEMENT
6' WIDE

8.00'

S89°50'03"E

BLK. 7

POB

NW'LY BDY. OF DEL ROSA CHANNEL PER
S.B.C.F.C.D. R/W MAP 2-507-1
DATED JULY 11, 1965

POR. LOT 6

S89°50'03"E 4.77'

W'LY LINE OF DEL ROSA AVENUE
PER R.S. 10/7

POR. LOT 6

60'

20'

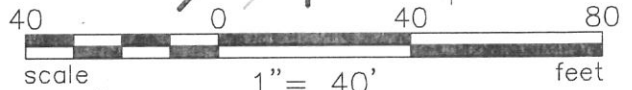


POR. LOT 2

BLK. 4

30'

DEL ROSA CHANNEL



POR. LOT 2

Dated June 29, 2024

Glenn M. Bakke
Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-25

LEGEND	
	DENOTES SCE EASEMENT AREA
POB	= POINT OF BEGINNING