

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 Ontario	SERVICE ORDER TD1920919	SERIAL NO.	MAP SIZE
SCE Company		FIM 174-2109-0	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 1026-081-14	VEGETATION & LAND MANAGEMENT / LAW DEPARTMENT (M.A.R.)	SLS/CG	11/11/22

SAN BERNARDINO COUNTY, a political subdivision 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"), 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 communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, ("Easement Area"), described as follows:

LEGAL DESCRIPTION OF THE EASEMENT AREA IS SET FORTH IN EXHIBIT "A" AND PLAT OF THE EASEMENT AREA IS SET FORTH IN EXHIBIT "B", BOTH EXHIBITS ARE 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 real property. 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 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.

Grantor may require that Grantee relocate its systems installed hereunder. Grantor shall be solely responsible for the cost of such a relocation and Grantee shall not be required to relocate until Grantor has secured a replacement easement for Grantee on terms that are reasonably satisfactory to Grantee. Upon the completion of the relocation, Grantor may terminate this easement and Grantee shall execute a quitclaim of this easement on a mutually agreed to form.

EXECUTED this ____ day of _____, 20____.

GRANTOR

SAN BERNARDINO COUNTY, a political subdivision of the State of California

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)

EXECUTED this _____ day of _____, 20__.

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)

EXHIBIT "A"

VARIOUS STRIPS OF LAND LYING WITHIN LOT 44, SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER MAP RECORDED IN BOOK 6, PAGE 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE CENTER OF SAID SECTION 20, BEING IN THE CENTERLINE OF MERRILL AVENUE, 66.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 11989, AS PER MAP FILED IN BOOK 134, PAGES 68 AND 69 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID CENTERLINE BEING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 20; THENCE ALONG SAID NORTH LINE, SOUTH 89°27'37" WEST 602.63 FEET; THENCE SOUTH 00°32'23" EAST 1190.45 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 00°32'23" EAST 5.00 FEET; THENCE SOUTH 45°13'00" WEST 9.13 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHWESTERLY IN THE NORTHERLY AND EASTERLY SIDELINES OF STRIP #2 DESCRIBED HEREINBELOW, AND TO JOIN AT THE ANGLE POINT.

CONTAINING 85 SQUARE FEET, MORE OR LESS.

STRIP #2 (17.00 FEET WIDE)

COMMENCING AT SAID POINT "A"; THENCE SOUTH 00°32'23" EAST 4.93 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "B" AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°27'37" WEST 14.00 FEET TO A POINT OF ENDING.

CONTAINING 238 SQUARE FEET, MORE OR LESS.

STRIP #3 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "B"; THENCE SOUTH 00°32'23" EAST 7.29 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 43°24'00" EAST 9.62 FEET; THENCE SOUTH 00°32'23" EAST 5.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE SOUTHERLY AND EASTERLY SIDELINES OF STRIP #2 DESCRIBED HEREINABOVE, AND TO JOIN AT THE ANGLE POINT.

CONTAINING 93 SQUARE FEET, MORE OR LESS.

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

Prepared by me or under my supervision:

Dated: Nov. 8, 2022

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2023



EXHIBIT "B"

MERRILL AVENUE

S89°27'37"W

602.63'

SEC. 20, T2S, R7W. S.B.M.



N.T.S.

S00°32'23"E

POC
STRIP #1
CENTER OF SEC. 20

N LINE OF S 1/2 OF SEC. 20

LOT 38

LOT 37

MAP OF SUBDIVISION OF PART OF
RANCHO SANTA ANA DEL CHINO
M.B. 6/15

LOT 43

LOT 44

BON VIEW AVENUE (VACATED)



PARCEL 1
P.M.B. 134/68-69

1190.45'

TPOB
STRIP #1

Dated Nov. 8, 2022

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-23

SEE DETAIL
SHEET 2

LEGEND

SHEET 1 OF 2

DENOTES SCE EASEMENT AREA
APPROX. ±416 SQ.FT.

POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

SEE SHEET 1

EXHIBIT "B"

DETAIL



LOT 44

MAP OF SUBDIVISION OF PART OF
RANCHO SANTA ANA DEL CHINO
M.B. 6/15

LOT 43

S00°32'23"E

1190.45'

STRIP #1
6' WIDE

TPOB
STRIP #1

STRIP #2
17' WIDE

PT. "A"

L1

L2

L4

L3

L5

L6

PT. "B"

L1

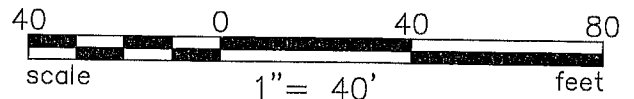
STRIP #3
6' WIDE

LINE DATA TABLE		
L1	S00°32'23"E	5.00'
L2	S45°13'00"W	9.13'
L3	S00°32'23"E	4.93'
L4	S89°27'37"W	14.00'
L5	S00°32'23"E	7.29'
L6	S43°24'00"E	9.62'

SEC. 20, T2S, R7W. S.B.M.

LOT 54

LOT 53



LEGEND	SHEET 2 OF 2
DENOTES SCE EASEMENT AREA APPROX. ±416 SQ.FT.	
POC = POINT OF COMMENCEMENT	
TPOB = TRUE POINT OF BEGINNING	