

RECORDING REQUESTED BY  SOUTHERN CALIFORNIA EDISON COMPANY	
WHEN RECORDED MAIL TO  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	

**GRANT OF EASEMENT**

Location: Town of Apple Valley  
A.P.N.: 0444-121-18  
V&LM FILE: ACQ203557250  
SCE Doc No.: 526472

DOCUMENTARY TRANSFER TAX \$_____	Serial No. 73240A Service Order: 801717268
_____ 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. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	<b>Approved  Vegetation &amp; Land  Management</b>  <b>BY SF DATE 01/13/2023  SCE LAW Approved: MR</b>

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain non-exclusive easements and rights of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, (hereinafter referred to as "Grantee's System") for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land twenty-five (25.00) feet wide, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of San Bernardino, State of California, more particularly described on the Exhibit "C", attached hereto and by this reference made a part hereof.

The said Right of Way Strip 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.

Grantee shall have the right of assignment of this Grant of Easement and the rights contained herein, only in whole and only on the same terms and conditions, including but not limited to the use of the right of Way Strip.

Grantee acknowledges and agrees that any and all construction, alterations, additions, replacements, reconstructions, and removals of Grantee's System to be performed by Grantee at the Right of Way Strip, including (but not limited to) any underground work, shall be subject to Grantee's submission of detailed plans and Grantor's prior written approval within 14 days, which shall not be unreasonably withheld, except in the event of an emergency that is life threatening, shall cause imminent and substantial damage to Grantee's System, or causes an imminent and substantial power outage, and is not applicable to routine maintenance and patrolling; in which event, Grantee shall promptly provide notice to Grantor following said emergency. Grantor has approved the initial installation of Grantee's System submitted by Grantee pursuant to Grantor permit No FCSUR-2022-00003. At Grantee's sole expense, Grantee shall secure and maintain all applicable permits and approvals from appropriate local, state and federal agencies for Grantee's System and Grantee's use of the Right of Way Strip and Grantee shall comply with all applicable laws and regulations

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concerning Grantee's System and Grantee's use of the Right of Way Strip. At all times and at Grantee's sole cost and expense, Grantee shall maintain the Right of Way Strip in as good a condition as existed on the Effective Date and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Right of Way Strip or Grantee's System thereon. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Right of Way Strip shall be promptly repaired by Grantee at Grantee's sole cost and expense to their condition existing immediately prior to such damage.

Grantee shall have the right to access the Right of Way Strip per the Grant of Easement (Access & Maintenance) recorded on \_\_\_\_\_ as Instrument number \_\_\_\_\_ of Official Records, in the Office of the San Bernardino County Recorders.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said Right of Way Strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the reasonable opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

The Grant of Easement is 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 ("Encumbrances"). Grantor, to the best of its knowledge as of the Effective Date, and without any duty of inquiry or investigation, is unaware of any unrecorded Encumbrances. The use of the word "grant,, herein shall not imply any warranty on the part of the Grantor with respect to the Right of Way Strip or this Grant of Easement. This Grant of Easement is further subject to Grantors right to use the Right of Way Strip for Grantor's operations and Grantor expressly reserves for itself and its successors and assigns, the continuing right to use the Right of Way Strip or to grant other easements or licenses at the same location so long as such use(s) do not unreasonably interfere with the rights herein granted.

This Grant of Easement is given on the express condition that that Grantor is to be free from all liability by reason of injury or death to persons or damage to property or damages of any kind, from whatever cause arising from the exercise of Grantee's rights set forth herein, or any acts or omissions, negligence, or intentional misconduct of Grantee or any third parties acting on behalf of Grantee. Grantee hereby agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless Grantor, San Bernardino County, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Grant of Easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Grantor on account of any claim arising out of Grantee's exercise of the rights granted hereunder or any acts or omissions, negligence, or intentional misconduct of Grantee or Grantee's contractors, agents, and employees except where such indemnification is prohibited by law. Grantee's indemnification obligation herein shall survive for four (4) years after the termination of this Grant of Easement.

In the event of use of the Right of Way Strip is abandoned by Grantee, this Grant of Easement shall terminate, and Grantee shall thereupon, without cost to Grantor, restore the Right of Way Strip to a condition as near as possible to that which existed on the Effective Date, and deliver to Grantor a

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quitclaim of Grantee's rights under this Grant of Easement. Non-use of the Right of Way Strip for a period of ten (10) years or more and/or failure to construct all or any portion of the Grantee's System within ten (10) years from the Effective Date shall constitute conclusive evidence of such abandonment.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally, sent by overnight delivery, or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if personally delivered; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by overnight delivery or by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

Grantor: San Bernardino County Flood Control District  
825 East Third Street  
San Bernardino, CA 92415-0835  
Attention: Chief Flood Control Engineer

Grantee: Southern California Edison Company  
2 Innovation Way, 2nd Floor  
Pomona, CA 91768  
Attn: Land Management- Eastern Region

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this \_\_ day of \_\_\_\_\_, 2023 (the "Effective Date").

SAN BERNARDINO COUNTY FLOOD  
CONTROL DISTRICT,  
a body corporate and politic

By\_\_\_\_\_

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

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

By\_\_\_\_\_

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

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

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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 \_\_\_\_\_

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 \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION  
SERIAL NO. 73240A  
APN: 0444-121-18



**25' WIDE OVERHEAD TRANSMISSION EASEMENT**

THAT PORTION OF THE WEST ½ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, SAID LAND IS BOUNDED ON THE SOUTH BY THE SOUTHERLY SAID SECTION LINE AND ON THE WEST BY THE EASTERLY BOUNDARY AS DESCRIBED IN A DEED RECORDED IN BOOK 5775, PAGE 258, OFFICIAL RECORDS OF SAID COUNTY, ON THE EAST BY THE WESTERLY BOUNDARY OF TRACT NO. 8032, AS PER PLAT RECORDED IN BOOK 108 OF MAPS, PAGES 1 THROUGH 13, INCLUSIVE, RECORDS OF SAID COUNTY, SAID PORTION IS DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25 FEET IN WIDTH BEING 12.50 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 36 AS ESTABLISHED BY SAID TRACT NO. 8032;

THENCE NORTH 89°09'11" EAST, A DISTANCE OF 584.45 FEET ALONG THE SOUTH LINE OF SAID SECTION AS ESTABLISHED BY SAID TRACT NO. 8032;

THENCE NORTH 00°50'49" WEST, A DISTANCE OF 30.50;

THENCE NORTH 89°09'11" EAST, A DISTANCE OF 500.34 FEET;

THENCE NORTH 65°40'58" EAST, A DISTANCE OF 141.69 FEET;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 505.33 FEET TO A POINT ON SAID EASTERLY BOUNDARY AND THE **TRUE POINT OF BEGINNING** OF SAID STRIP;

THENCE SOUTH 89°49'05" EAST, A DISTANCE OF 476.37 FEET;

THENCE SOUTH 38°00'21" EAST, A DISTANCE OF 73.16 FEET, TO THE POINT OF TERMINATION THAT IS 11.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION.

THE SIDES OF ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON SAID EASTERLY BOUNDARY AND TERMINATE 11.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION.

SERIAL NO. 73240A

CONTAINING 13,738 SQUARE FEET (0.32 ACRES), MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN  
VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA

LUDWIG ENGINEERING ASSOCIATES, INC.  
PREPARED BY ME OR UNDER MY SUPERVISION

  
Glen L Ludwig, RCE 13191

11-16-22

Date



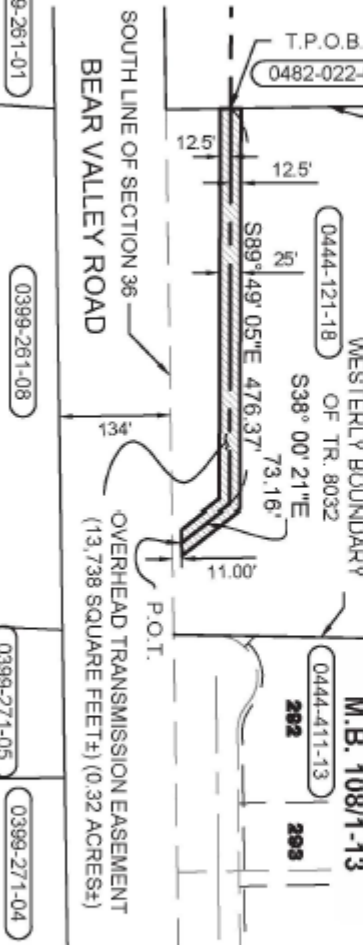
# **EXHIBIT "B"**

SERIAL NO. 73240A

APN: 0444-121-18

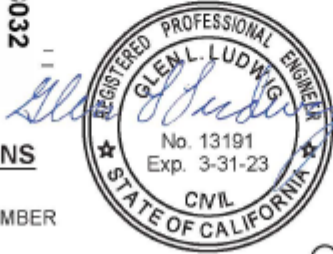
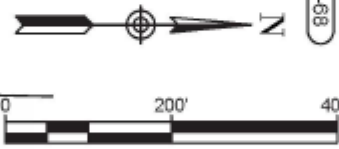
A PORTION OF THE WEST 1/2 OF SECTION 36,  
TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN  
BERNARDINO MERIDIAN, IN THE COUNTY OF  
SAN BERNARDINO, STATE OF CALIFORNIA,  
ACCORDING TO THE OFFICIAL PLAT OF SAID  
LAND APPROVED BY THE SURVEYOR GENERAL  
MARCH 19, 1856

MATCHLINE - SEE ABOVE RIGHT



## **BASIS OF BEARINGS**

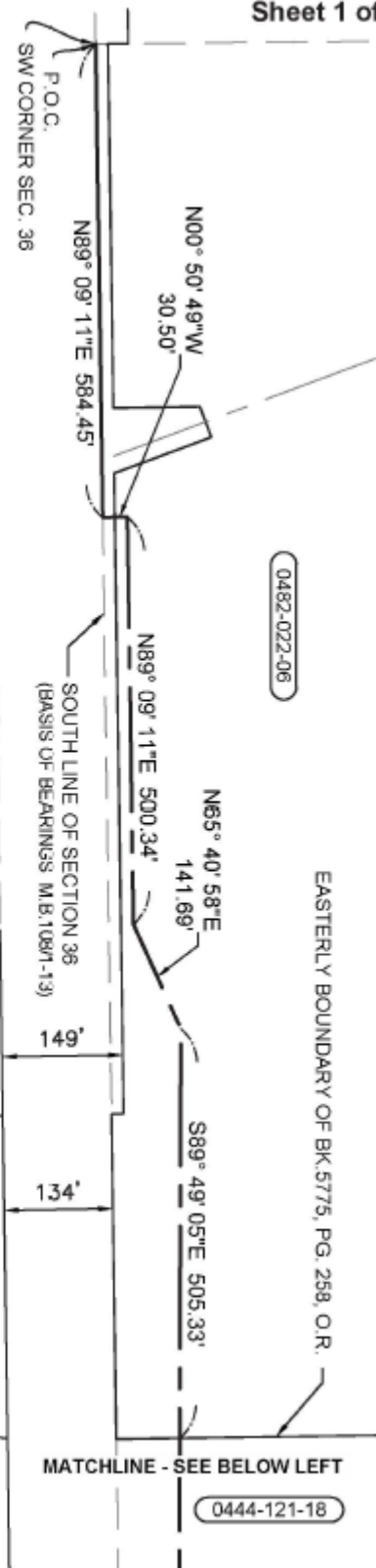
THE BASIS OF BEARINGS  
SHOWN HEREON ARE BASED  
ON THE SOUTH LINE OF  
SECTION 36, BEING N89° 09'  
11"E, AS SHOWN ON TRACT  
MAP NO. 8032, FILED IN M.B.  
108/1-13, RECORDS OF SAN  
BERNARDINO COUNTY.



11-16-22

## **LEGEND AND ABBREVIATIONS**

APN	-ASSESSOR'S PARCEL NUMBER
C/L	-CENTERLINE
O.R.	-OFFICIAL RECORD
M.B.	-MAP BOOK
P.O.C.	-POINT OF COMMENCEMENT
P.O.T.	-POINT OF TERMINATION
T.P.O.B.	-TRUE POINT OF BEGINNING
SW	-SOUTHWEST



MATCHLINE - SEE BELOW LEFT

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Exhibit "C"  
Legal Description  
Lands of the Grantor

THAT PORTION OF THE HEREINAFTER DESCRIBED PROPERTY LYING WITHIN THE BOUNDARIES OF THOSE PARCELS OF LAND CONVEYED TO BOISE CASCADE PROPERTIES, INC., BY DEED RECORDED JUNE 25, 1969, IN BOOK 7256, PAGE 460, OFFICIAL RECORDS, IN THE CITY OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

THOSE PORTIONS OF SECTIONS 23, 25, 26 AND 36, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL MARCH 19, 1856, AND DESCRIBED IN DEED RECORDED IN BOOK 3089, PAGE 179, OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 1250.00 FEET WIDE, BEING 625.00 FEET ON EACH SIDE OF MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID SECTION 36, AS SHOWN ON MAP OF RECORD OF SURVEY RECORDED IN BOOK 27, PAGES 7 AND 8 OF RECORDS OF SURVEY, RECORDS OF SAN BERNARDINO COUNTY, DISTANT THEREON NORTH 89° 09' 11" EAST, 1725.13 FEET FROM THE SOUTHWESTERLY CORNER THEREOF, SAID POINT OF BEGINNING BEING IN A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4250.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 88° 48' 31" EAST, THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 02' 18", A DISTANCE OF 2.84 FEET; THENCE TANGENT TO SAID CURVE NORTH 1° 09' 11" EAST, 1376.69 FEET TO BE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 10,000 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4° 21' 18", A DISTANCE OF 760.09 FEET; THENCE TANGENT TO SAID CURVE NORTH 3° 12' 07" WEST, 737.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10,000 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 28' 07", A DISTANCE OF 430.85 FEET; THENCE TANGENT TO SAID CURVE NORTH 0° 44' 00" WEST, 659.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,950 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 23' 33", A DISTANCE OF 1152.93 FEET; THENCE TANGENT TO SAID CURVE NORTH 21° 39' 33" EAST, 469.57 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2950.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 23' 12", A DISTANCE OF 1770.47 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OR 3084.56 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 26' 42", A DISTANCE OF 1154.51 FEET; THENCE TANGENT TO SAID CURVE NORTH 34° 10' 21" WEST, 1476.52 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3500.00 FEET; THENCE NORTHWESTERLY ALONG, SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 23' 12", A DISTANCE OF 1123.18 FEET; THENCE TANGENT TO SAID CURVE NORTH 15° 47' 09" WEST, 9.26 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SECTION 25, DISTANT THEREON NORTH 89° 17' 38" EAST, 582.62 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 26, AS SHOWN ON SAID MAP OF RECORD OF SURVEY.

THE SIDE LINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED AS NECESSARY SO AS TO TERMINATE AT THE LIMITS OF SAID LAND DESCRIBED IN SAID DEED.