

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

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SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: City of Fontana
APN: 0239-092-08
V&LM File No: GRT204242993
SCE Document: 306332

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 73548A Service Order: 802309371
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	APPROVED VEGETATION & LAND MANAGEMENT
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
_____ <u>SO. CALIF. EDISON CO.</u>	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	
BY SF DATE 08/22/2024 SCE LAW Approved: MR	

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to the CITY OF FONTANA, a California municipal corporation, hereinafter called "Grantee", an easement for Road and Utility purposes, in, on, under, over, along and across that certain real property in the County of San Bernardino, State of California, ("Grantor Property") described as follows:

That portion of Lot 13 of Map Showing Subdivision of Lands Belonging to the Semi-Tropic Land and Water Company, in the City of Fontana, County of San Bernardino, State of California, recorded in Book 6, Page 12 of Maps in the Office of the Recorder for said County, more particularly described in the certain Grant Deed from Fontana Union Water Company, a corporation to Southern California Edison Company, a corporation, recorded December 30, 1966, as Instrument No. 493, in Book 6751, Page 142 of Official Records, in the office of the County Recorder of said County.

Said Road and Utility easement is more particularly described in Exhibit "A" and more particularly depicted in Exhibit "B" ("Easement Area"), both attached hereto and by this reference made a part hereof.

SUBJECT TO any pre-existing 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 ("Facilities").
2. Grantor shall not erect, construct or place, nor allow a third party to erect, construct, or place, any Facilities, building or other structure, or diminish or add to the ground level, or construct

Grant of Easement
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City of Fontana
Serial No. 73548A
V&LM File No.: GRT204242993
Affects SCE Document(s): 306332

any fences, so as to unreasonably interfere with the rights of Grantee created by this Easement grant.

3. The City's use of said Easement shall not unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such Facilities.
4. Grantee agrees to hold harmless and indemnify Grantor, its officers, agents, and employees to the fullest extent permitted by law, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from 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 Grantee's exercise of the rights herein granted or the acts or omissions of Grantee, its officers, agents, or employees related to the exercise of such rights; provided, however, that the Grantee's obligations under this section shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the Grantor, its contractors, consultants, subcontractors, employees, successors, and assigns.
5. Grantee agrees to pay to Grantor, upon demand, any and all reasonable costs of relocation and/or construction of such Facilities which may be or become necessary by reason of the Grantee's 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 thirty-five (35.00) 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 within the Easement Area at all times.
8. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the Easement Area or immediately proximate thereto and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said Facilities, to the extent necessary to prevent any such interference or danger.
9. The Easement Area is to be used only for the purposes specified herein and in the event:
 - a. the Easement Area is not so used for six years; or
 - b. the Easement Area is be vacated as a road and utility right of way;

the Easement shall thereupon revert to and merge in the interest of Grantor in the Easement Area.

10. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, 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 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 (the construction of a road and related improvements), regardless of the time performed, and any other work or improvement commenced within six 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 shall 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 Easement Area at its own expense.
13. Grantee hereby recognizes Grantor's title and interest in and to the Easement Area 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 Easement Area 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 Grantor's right of way in the Easement Area and/or rendered immobile.
16. Grantee agrees to provide sixteen (16.00) foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40.0) tons on a three-axle truck at such locations within the Easement as specified by the Grantor.
17. Grantee agrees to maintain the Easement Area in good condition and repair.
18. Grantee shall place identification and location markers of a number, location and nature suitable to Grantor, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the Easement Area.
19. 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.
20. The six-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 within the Easement Area, which special assessment or assessments have been paid by Grantor.
21. Grantee agrees that all fencing and metallic structures installed within the Easement Area shall be adequately grounded.
22. Prior to construction of any Facilities, Grantor shall provide plans for its Facilities and any related improvements to Grantee for Grantee's approval, which shall not be unreasonably conditioned, withheld, or delayed. Grantee agrees that no additional structures other than those approved in the plans, will be installed on the Easement Area.
23. Grantee agrees not to store flammable materials nor store any vehicle on the Easement Area.

Grant of Easement
S.C.E., a corporation to
City of Fontana
Serial No. 73548A
V&LM File No.: GRT204242993
Affects SCE Document(s): 306332

24. Grantee agrees that during any period of construction activity, it will periodically water down the construction area within the Easement Area, so as to prevent dust contamination of Grantor's facilities.

25. This Grant of Easement shall not become effective unless and until it is approved by the California Public Utilities Commission (CPUC) pursuant to and in accordance with Public Utilities Code Section 851. Grantor may terminate this Easement to the extent the CPUC either withholds its consent or imposes conditions on the approval that are objectionable to Grantor.

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 Estate Facilities - Advisor
Land Management – Eastern Region
Vegetation & Land Management

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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Serial No. 73548A
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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____.

CITY OF FONTANA, a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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County of _____)

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WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 73548A
PORTION OF APN 0239-092-08

EASEMENT TO THE CITY OF FONTANA FOR ROAD AND UTILITY PURPOSES

That portion of Lot 13 of Map Showing Subdivision of Lands Belonging to the Semi-Tropic Land and Water Company, in the City of Fontana, County of San Bernardino, State of California, filed in Book 6, Page 12 of Maps in the Office of the Recorder for said County, said portion of Lot 13 being in the vacated southwesterly 80.00 feet of Sierra Avenue (formerly Riverside Avenue) per County Board of Supervisors minutes recorded in Book Y of Miscellaneous Records at Page 345, records of said County, described as follows with bearings based on Parcel Map No. 19712, filed in Book 263, Pages 23 through 31, inclusive, of Parcel Maps in said County Recorder's Office:

COMMENCING at the intersection of the centerline of the remaining northeasterly 70.00 feet of Sierra Avenue with the centerline of the 40.00 foot wide right of way of Lytle Creek Road as shown on San Bernardino County Surveyor's Map No. CS-3089, as well as on that certain map filed in Book 171, Page 71 of Records of Survey, records of said County; **THENCE**

1. Along said centerline of Sierra Avenue, South 24°14'05" East, 100.51 feet to a point on said centerline at right angles from the intersection of the southwesterly right of way line of said 70.00 foot wide remainder with the northeasterly prolongation of the southeasterly right of way line of that certain 60.00 foot wide unnamed street (now known as Lytle Creek Road) between said Lot 13 and Lot 11 of said Map Book 6, Page 12; **THENCE**
2. At right angles from said centerline of Sierra Avenue, South 65 ° 45'55" West, 35.00 feet to said point of intersection and the **TRUE POINT OF BEGINNING**; **THENCE**
3. Along said southwesterly right of way line, South 24 ° 14'05" East, 80.61 feet; **THENCE**
4. At right angles from said southwesterly right of way line, South 65 ° 45'55" West, 7.00 feet to a line parallel with and 7.00 feet southwesterly of said southwesterly right of way line; **THENCE**
5. Along said parallel line, North 24 ° 14'05" West, 18.00 feet; **THENCE**
6. South 88 ° 07'36" West, 49.38 feet to said southeasterly right of way line of the 60.00 foot wide unnamed street per Map Book 6, Page 12; **THENCE**
7. Along said southeasterly right of way line, North 25 ° 59'45" East, 68.52 feet to the **TRUE POINT OF BEGINNING**.

SERIAL NO. 73548A

CONTAINING 1,840 SQUARE FEET OR 0.042 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL EXISTING MATTERS OF RECORD.

PREPARED BY ME OR UNDER MY DIRECTION:



ROBERT WALKER, LS 7137

08/01/2024

DATE



W.O. 802309371 NOT. 204242993

CPRKI15L.0001

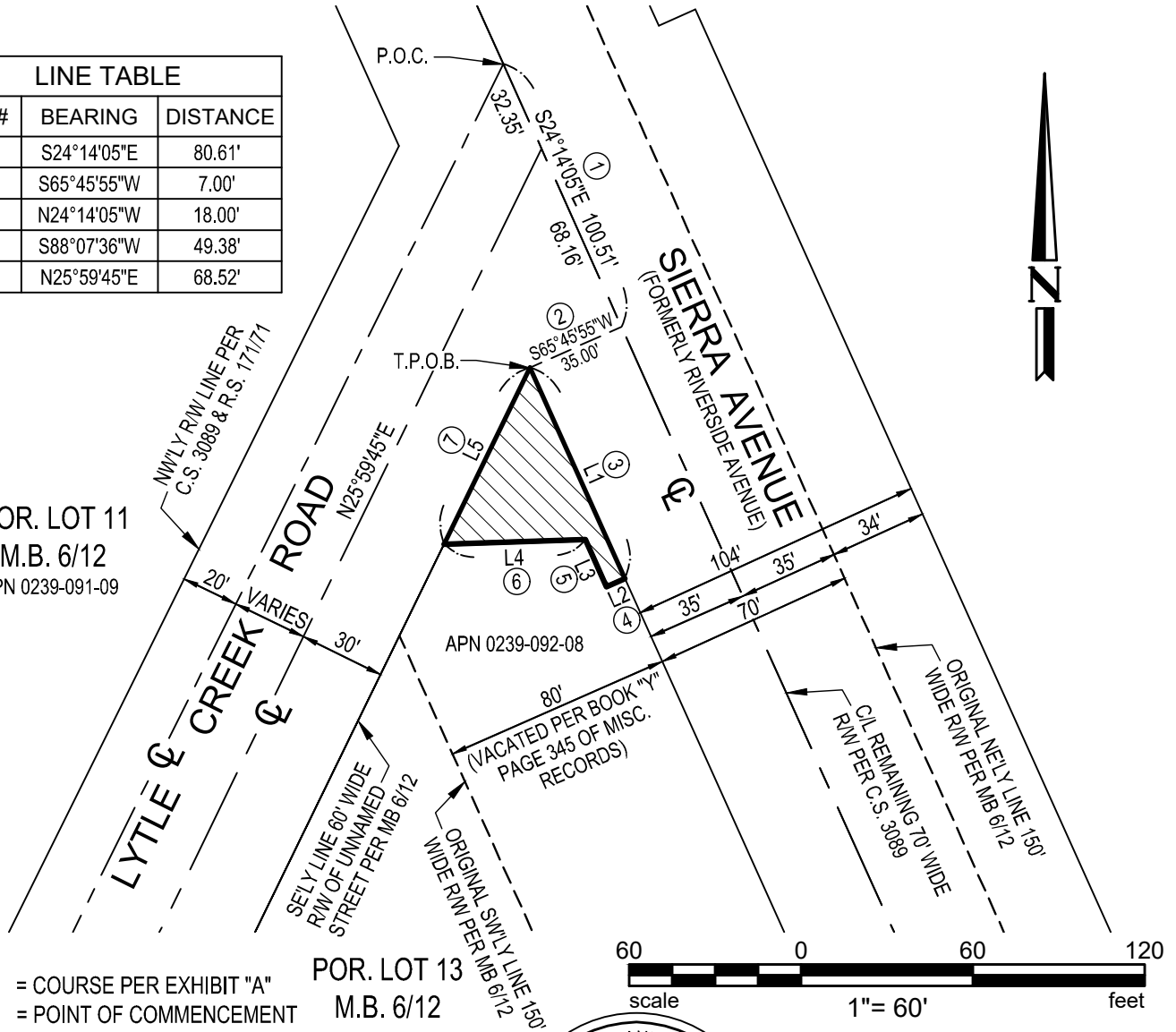
EXHIBIT "B" – EASEMENT AREA

SERIAL NO. 73548A

PORTION OF LOT 13 OF MAP SHOWING SUBDIVISION
OF LANDS BELONGING TO THE SEMI-TROPIC LAND
AND WATER COMPANY, M.B. 6/12
IN THE CITY OF FONTANA,
SAN BERNARDINO COUNTY, CALIFORNIA

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S24°14'05"E	80.61'
L2	S65°45'55"W	7.00'
L3	N24°14'05"W	18.00'
L4	S88°07'36"W	49.38'
L5	N25°59'45"E	68.52'

POR. LOT 11
M.B. 6/12
APN 0239-091-09



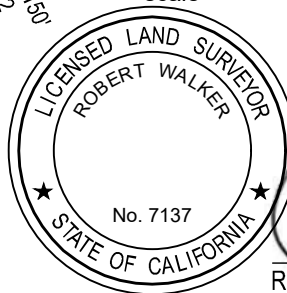
LEGEND

- # = COURSE PER EXHIBIT "A"
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- M.B. 6/12 = MAP BOOK 6, PAGE 12
- SE'LY = SOUTHEASTERLY
- R/W = RIGHT OF WAY
- MISC. = MISCELLANEOUS
- C.S. = COUNTY SURVEYOR'S MAP
- R.S. 171/71 = RECORD OF SURVEY BOOK 171, PAGE 71
- POR. = PORTION
- LS = LICENSED SURVEYOR
- NWLY = NORTHWESTERLY
- CL = CENTERLINE



= ROAD & UTILITY EASEMENT AREA
(1,840 S.F. OR 0.042 AC.)

POR. LOT 13
M.B. 6/12



ROBERT WALKER, LS 7137

08/01/2024
DATE



**DAVID EVANS
AND ASSOCIATES INC.**
25152 SPRINGFIELD COURT, SUITE 350
SANTA CLARITA, CA 91355
Phone: 661-284-7400

Job Number:
CPRK115L0001
Date:
08-01-2024
Scale:
1"=60'
Sheet 10 OF 10
City Index no. 6263