RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY

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

Grant of Easement

Location: City of Fontana
APN: 0239-092-08
V&LM File No: GRT204312835
SCE Document: 267880

DOCUMENTARY TRANSFER TAX $_____ _____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	Serial No. 73647A Service Order: 802369802 **APPROVED VEGETATION & LAND MANAGEMENT** **BY SF DATE 09/23/2025** **SCE Law Approved: CKK**

This Grant of Easement ("Agreement") dated for reference purposes as of (date), is entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor" and City of Fontana, a municipal corporation, hereinafter called "Grantee."

RECITALS

WHEREAS, Grantor is the fee owner of that certain real property located in the City of Fontana, County of San Bernardino, California, more particularly described on Exhibit A and depicted on Exhibit B ("Easement Area"), both of which is attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor and Grantee desire to enter into this Agreement for the purpose of establishing a maintenance and access easement for rip-rap purposes in, on, along and across the Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

On and subject to the terms, conditions, restrictions and reservations set forth herein, Grantor does hereby grant to Grantee, and its successors and assigns, a nonexclusive maintenance and access easement in, on, under, over, along and across the Easement Area for the purposes of maintaining, replacing and repairing of existing rip-rap on the Easement Area ("Easement").

The Easement is made subject to the following terms and conditions:

1. The 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 Easement Area, 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. The Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction or removal of such electric transmission, distribution or communication lines, pipelines, or other conduits of Grantor.

2. Grantor shall have access to its facilities, consistent with the nature of a non-exclusive easement.

3. 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 Agreement.

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, directly, by reason of the exercise of the Grantee's 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 arise from Grantor's sole negligence or willful misconduct.

5. 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.

6. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described Easement Area 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.

7. The above described Easement Area is to be used only for the purposes specified herein and in the event:

a. the Easement Area is not so used;

b. the Easement Area is vacated as a rip-rap right of way; or

c. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, revert to and merge in the interest of Grantor in the above described real property.

8. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within ninety (90) 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.

9. 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 rip-rap (which may also be referred to herein as "Improvement",) for which the Easement is given, regardless of the time performed, 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.

10. 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. Grantee agrees to comply with all applicable federal, state and local laws and regulations

11. Grantee hereby recognizes Grantor's title and interest in and to the above described Easement Area and agrees never to assail or resist Grantor's title or interest therein.

12. 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%).

13. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Grantor's right of way and/or rendered immobile.

14. 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.

15. Grantee agrees that no additional structures will be installed on the above described Easement Area.

16. Grantee agrees not to store flammable materials nor store any vehicle on the above described Easement Area.

17. This Agreement 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 reserves the right to cancel and revoke this easement should the CPUC not approve the easement or if it imposes conditions on this easement or the granting of it that are unacceptable to Grantor.

(THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

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 _____

Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

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:_____

Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
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County of _____)

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Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
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Signature _____

Sheet _____of_____
City Index No. 6265

Grant of Easement
S.C.E., a corporation to
City of Fontana,
Serial No. 73647A
V&LM File No.: GRT204312835
Affects SCE Document(s): 267880

CITY OF FONTANA ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant deed dated_____from_____, to the City of Fontana, a California Municipal Corporation, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution 91-152 of the City Council adopted on July 16, 1991; and the grantee consents to the recordation thereof by its duly authorized officer.

By:_____
Gia Lam Kim, P.E.
City Engineer
City of Fontana

Sheet _____of_____
City Index No. 6265

EXHIBIT "A"

LEGAL DESCRIPTION
SERIAL NO. 73647A
PORTION OF APN 0239-092-08

SLOPE AND RIP-RAP MAINTENANCE EASEMENT

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, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO SOUTHERN CALIFORNIA EDISON BY GRANT DEED RECORDED DECEMBER 30, 1966 IN BOOK 6751, PAGE 138 AS INSTRUMENT NO. 492, OFFICIAL 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 24º14'05" EAST, 100.51 FEET TO A POINT ON SAID CENTERLINE AT RIGHT ANGLES FROM THE POINT OF INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID 70.00 FOOT WIDE REMAINDER WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF THAT CERTAIN 60.00 FOOT WIDE UNNAMED STREET (NOW KNOWN AS COYOTE CANYON ROAD) BETWEEN SAID LOT 13 AND LOT 11 OF SAID MAP BOOK 6, PAGE12; THENCE

2. AT RIGHT ANGLES FROM SAID CENTERLINE OF SIERRA AVENUE, SOUTH 65 º 45'55" WEST, 35.00 FEET TO SAID POINT OF INTERSECTION DESCRIBED IN THE PREVIOUS COURSE; THENCE

3. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE 60-FOOT WIDE UNNAMED STREET NOW KNOWN AS COYOTE CANYON ROAD, SOUTH 25 º 59'45" WEST, 561.13 FEET TO **THE TRUE POINT OF BEGINNING**; THENCE

4. LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE, AT RIGHT ANGLES THEREFROM, SOUTH 64º00'15" EAST, 20.00 FEET TO A LINE PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE

5. ALONG SAID PARALLEL LINE, SOUTH 25º59'45" WEST, 105.00 FEET; THENCE

SERIAL NO. 73647A

6. AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 64°00’15” WEST, 20.00 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE

7. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 25°59’45” EAST, 105.00 FEET TO **THE TRUE POINT OF BEGINNING.**

CONTAINING 2,100 SQUARE FEET OR 0.048 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:

09/22/2025

ROBERT WALKER, LS 7137 DATE

CPRKI15L.0001
W.O. 802369802 NOT. 204312835

Sheet ____ of ____
City Index No. 6265

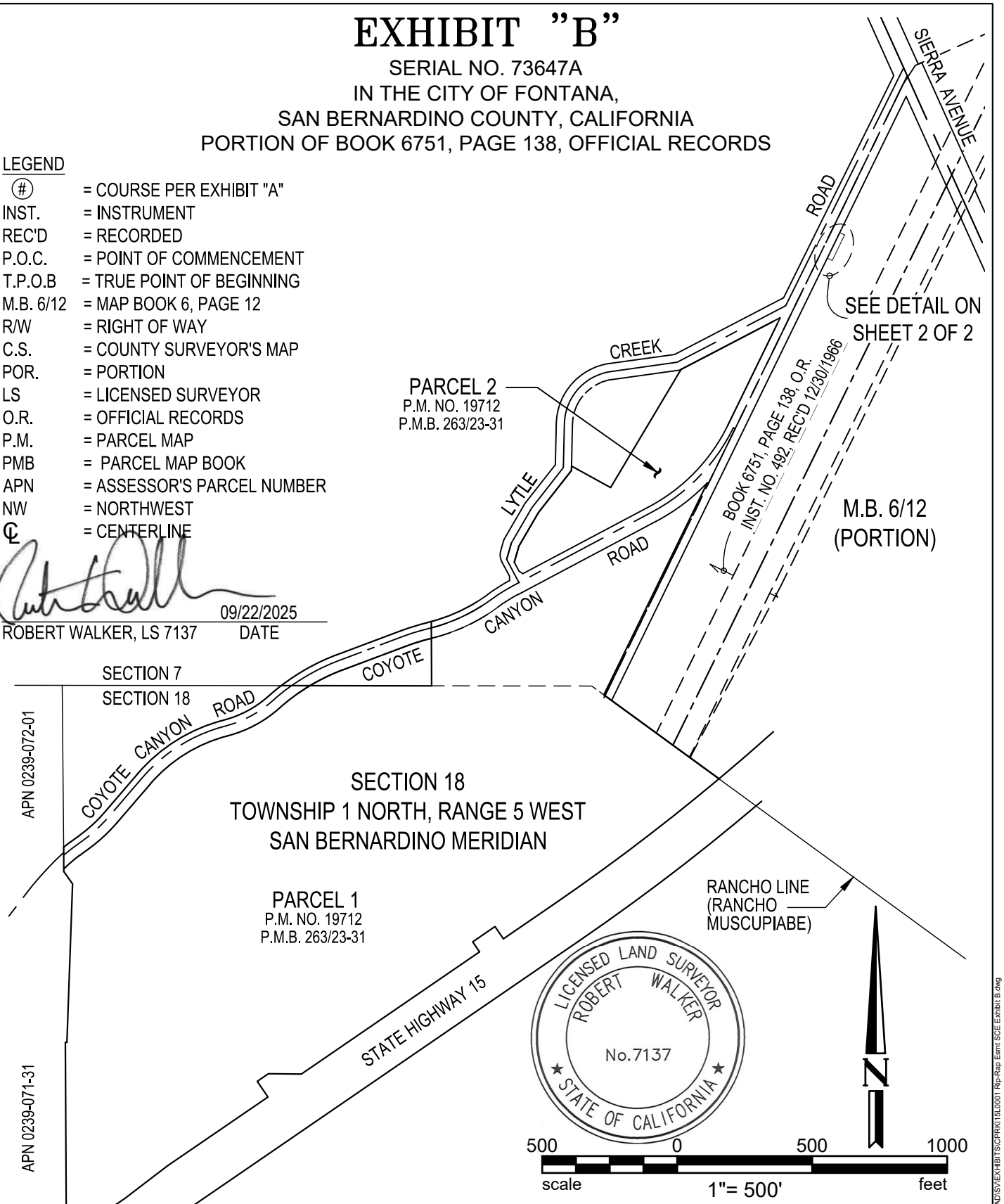
EXHIBIT "B"

SERIAL NO. 73647A
IN THE CITY OF FONTANA,
SAN BERNARDINO COUNTY, CALIFORNIA
PORTION OF BOOK 6751, PAGE 138, OFFICIAL RECORDS

LEGEND

(#)	= COURSE PER EXHIBIT "A"
INST.	= INSTRUMENT
REC'D	= RECORDED
P.O.C.	= POINT OF COMMENCEMENT
T.P.O.B	= TRUE POINT OF BEGINNING
M.B. 6/12	= MAP BOOK 6, PAGE 12
R/W	= RIGHT OF WAY
C.S.	= COUNTY SURVEYOR'S MAP
POR.	= PORTION
LS	= LICENSED SURVEYOR
O.R.	= OFFICIAL RECORDS
P.M.	= PARCEL MAP
PMB	= PARCEL MAP BOOK
APN	= ASSESSOR'S PARCEL NUMBER
NW	= NORTHWEST
℄	= CENTERLINE

09/22/2025
ROBERT WALKER, LS 7137 DATE



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

Job Number:	CPRKI15L0001
Date:	09-22-2025
Scale:	1"=500'
Sheet ____ of ____	
City Index No. 6265	

Drawing Name: P:\C\CPRKI15L0001\0400CAD\SV\EXHIBITS\CPRKI15L0001 Rip-Rap Esmt SCE Exhibit B.dwg
Last Opened: Sep 22, 2025 - 1:45pm by: sxz

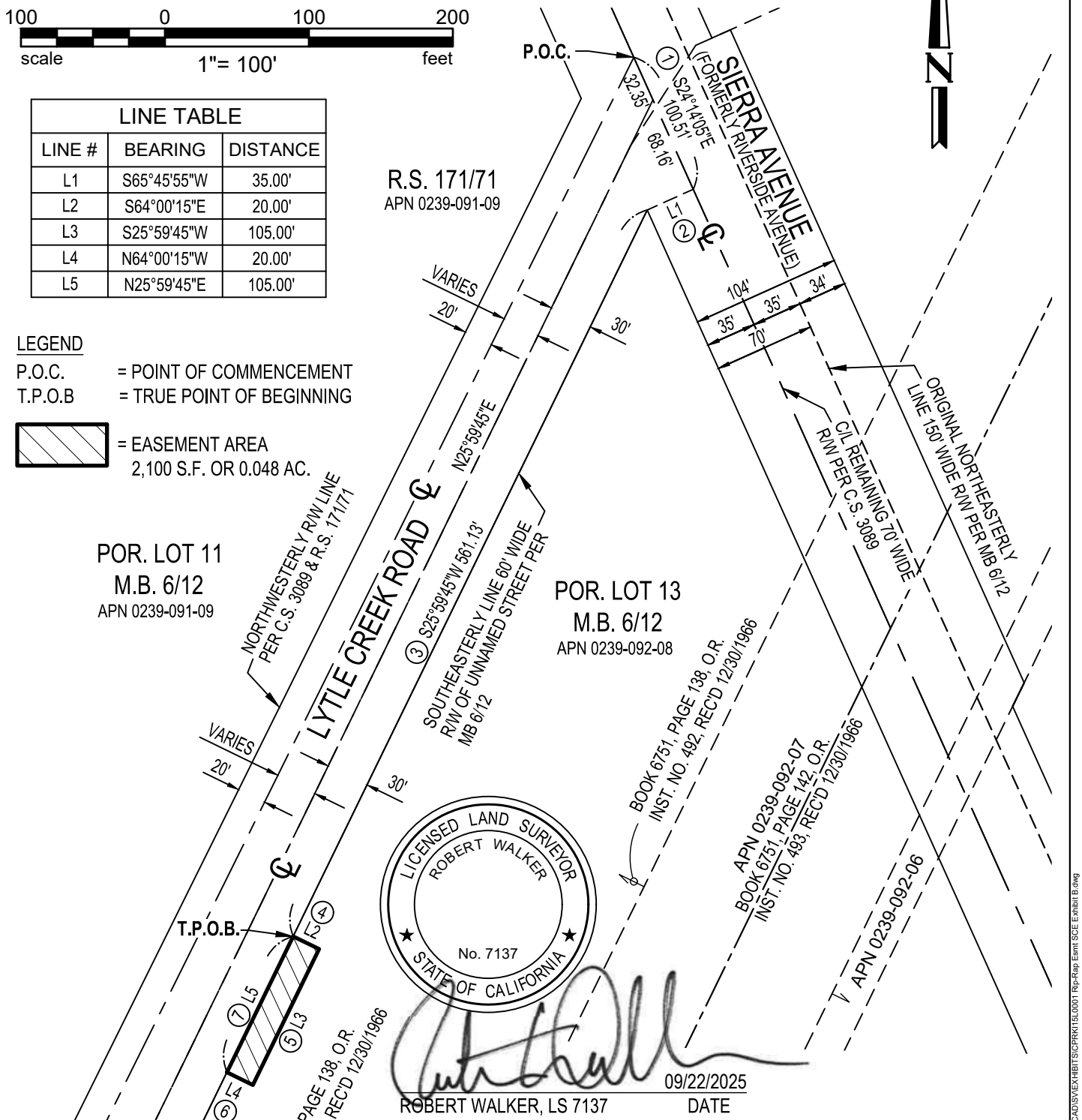
EXHIBIT "B"

SERIAL NO. 73647A
IN THE CITY OF FONTANA,
SAN BERNARDINO COUNTY, CALIFORNIA
PORTION OF BOOK 6751, PAGE 138, OFFICIAL RECORDS

100 0 100 200
scale 1"= 100' feet

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S65°45'55"W	35.00'
L2	S64°00'15"E	20.00'
L3	S25°59'45"W	105.00'
L4	N64°00'15"W	20.00'
L5	N25°59'45"E	105.00'

LEGEND
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B = TRUE POINT OF BEGINNING
= EASEMENT AREA
2,100 S.F. OR 0.048 AC.



09/22/2025
ROBERT WALKER, LS 7137 DATE

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

Job Number: CPRKI15L0001
Date: 09-22-2025
Scale: 1"=100'
Sheet ____ of ____
City Index No. 6265

Drawing Name: P:\C\CPRKI15L0001\0400CAD\SV\EXHIBITS\CPRKI15L0001 Rip-Rap Esmt SCE Exhibit B.dwg
Last Opened: Sep 22, 2025 - 1:45pm by: sxz