

When recorded mail to:

Southern California Edison Co.  
Attn: R/W & Land Department  
P. O. Box 2307  
Santa Ana, California 92707

PM 1238-4  
Seventeenth Street Complex

17538

\$6.00  
C1

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

852 A.M. OCT 10 '80

LEE A. BRANCH, County Recorder

358049

EASEMENT DEED AND AGREEMENT

DOCUMENTARY TRANSFER TAX \$ NONE  
S. CAL. EDISON CO. *Indiv. L.*

This Easement Deed and Agreement is made this 26<sup>th</sup> day of August, 1980, by and between COUNTY OF ORANGE, hereinafter referred to as "GRANTOR", and SOUTHERN CALIFORNIA EDISON COMPANY, hereinafter referred to as "GRANTEE".

For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to GRANTEE, its successors and assigns, an underground easement and right of way to construct, lay, install, use, maintain, operate, alter, add to, repair, replace, reconstruct, enlarge, inspect, and/or remove, at any time and from time to time, under ground electric lines and communication lines, consisting of wires, cables, conduits, manholes, vaults, pull boxes, markers, and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other related uses, in, on, under, and through that certain real property (hereinafter referred to as "Easement Area") described in "Exhibit A", attached hereto and made a part hereof.

It is understood and agreed by the parties hereto and their successors and assigns, that said easement and right of way herein granted shall be subject to the following terms and conditions:

1. CONSTRUCTION AND MAINTENANCE (E2.1 S)

GRANTEE shall have its initial construction plans approved by GRANTOR'S Director of the General Services Agency (hereinafter referred to as "Director") prior to commencement of any work; and upon completion of any work, GRANTEE shall immediately notify Director of such completion.

Should it be necessary for GRANTEE to disturb the surface of the Easement Area subsequent to the completion of the initial installation of necessary facilities, GRANTEE agrees to notify Director in advance of the location and extent of such work, and to obtain Director's consent prior to commencement thereof. Said consent shall not be withheld capriciously or unreasonably, nor shall said consent be necessary in an emergency situation.

GRANTEE, and its respective contractors, agents, and employees, shall have the right to cut such roots as may endanger or interfere with said underground facilities and shall have free (reasonable) access to the Easement Area and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground around such excavation, and that the earth so removed shall be replaced and the surface of the ground restored to as near the same condition as it was prior to such excavation as is possible.

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83-13-1  
6.180

VAULT COPY

*E.C.*

**2. REMOVAL AND/OR ABANDONMENT (E3.2 S)****35804 9**

GRANTEE agrees that in the event the service for which said facilities were constructed is ordered discontinued and GRANTEE is not required by law, rule, or regulation of any governmental authority to furnish said service, GRANTEE, at Director's request, and at no cost to GRANTOR, shall remove and/or abandon in whole or in part any portion of said facilities owned, operated, and maintained by GRANTEE, within sixty (60) days after receipt of written notice from Director to remove and/or abandon. In the event of such removal and/or abandonment, GRANTEE shall quitclaim all rights acquired under this document.

**3. RELOCATION (E4.1 S)**

GRANTEE agrees that in the event said facilities shall at any time interfere with the use, repair, or improvement of GRANTOR'S property, GRANTEE shall, within ninety (90) days of receipt of written notice from Director, relocate said facilities to a site designated by Director. GRANTOR shall first furnish GRANTEE with a document containing similar terms and conditions as contained herein. GRANTOR and GRANTEE agree that said facilities are for the exclusive use of GRANTOR; and as long as said facilities are used to provide exclusive service to GRANTOR, any relocation shall be made at GRANTOR'S expense.

**4. DEFINITION OF "GRANTOR" (E6.1 S)**

The term "GRANTOR" shall mean the Board of Supervisors of the political body which executed this document, or its authorized representative.

**5. EXCEPTIONS AND RESERVATIONS (E7.1 S)**

EXCEPTING AND RESERVING unto GRANTOR, its successors and assigns, such surface rights as will not interfere with or prohibit the complete use by GRANTEE, its successors and assigns, of the rights and easement herein granted, provided GRANTOR may not place or permit any building or structure on the Easement Area or otherwise interfere with the full enjoyment by GRANTEE of the easement hereby granted.

This grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

**6. ATTACHMENTS TO DOCUMENT (E8.1 S)**

This document includes the following, which are attached hereto and made a part hereof:

Exhibit A

Legal Description

FAA/afa  
83-13-2  
6.180

*E.C.*

Date August 26, 1986

ATTEST:

June Alexander  
 JUNE ALEXANDER  
 Clerk of the Board of Supervisors  
 of Orange County, California

GRANTOR

COUNTY OF ORANGE

358049

By Ralph B. Clark  
 Chairman, Board of Supervisors

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,  
 a corporation

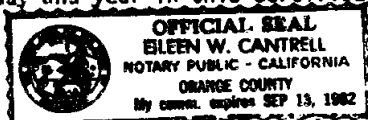
By C. J. Lowerison, Jr.  
 C. J. LOWERISON, JR., Manager,  
 Right of Way & Land

L.S.

STATE OF CALIFORNIA }  
 COUNTY OF ORANGE } ss:

On this 26th day of August, 1986, before me, a Notary Public in and for said County and State, personally appeared Ralph B. Clark, as Chairman of the Board of Supervisors of Orange County, California, who is known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said County of Orange and as such officer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



APPROVED AS TO FORM:  
 County Counsel

By Dan M. Watson 6-25-86

RECOMMENDED FOR APPROVAL:

General Services Agency  
 Facilities and Real Property

Architect &amp; Engineer Division

By C. W. FENDLEY

Facilities Operations Division

By VERGIL BEST

Real Estate Division

By Roger L. Emmitt  
 Real Property Agent

By [Signature]  
 Manager

FAA/afa  
 83-13-3  
 6.190

## LEGAL DESCRIPTION

35804.9

PROJECT: Seventeenth Street Complex

DATE: June 20, 1980

ESTATE: Easement

DRAWN BY: S.C.E. Co.

PARCEL NO: PM 1238-4

CHECKED: Frank Hall

INCORPORATED AREA: City of Santa Ana

That certain real property in the City of Santa Ana, County of Orange, State of California, described as follows:

A strip of land 6 feet in width lying within Lot 4 of Mabury Tract, as shown on a map recorded in Book 165, Page 301, Miscellaneous Records of Los Angeles County, California, the centerline of said strip being described as follows:

Commencing at the southeast corner of the land described in the deed to Charles Brisco and wife, recorded October 15, 1943, in Book 1214, Page 275 of Official Records of Orange County, California, said point being on the centerline of Seventeenth Street; thence along the centerline thereof South 88° 52' 40" West 422.68 feet to the centerline of College Avenue, as granted to the City of Santa Ana by deed recorded June 24, 1955, in Book 3117, Page 160, of said Official Records; thence along said centerline North 0° 47' 00" East 238 feet; thence South 88° 52' 40" West 10 feet to the TRUE POINT OF BEGINNING; thence South 88° 52' 40" West, a distance of 48 feet.

FAA/afa  
A12-2-1  
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EXHIBIT A

RECORDED