

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:
COUNTY OF ORANGE
GENERAL SERVICES AGENCY
REAL ESTATE DIVISION
P.O. BOX 4108
SANTA ANA, CALIFORNIA 92702-4108
Attn: A Kuerth

This is to certify that this document is presented for
record by GSA Real Estate Division under Gov. Code
Sec. 6146

87-012516

EXEMPT
C17

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-3:35 PM JAN - 8 '87

See A Branch COUNTY
RECORDER

No Monetary Consideration

PM 1118-54
Manchester Avenue Complex

Santa Ana District
S.C.E. File No.
W. O. 6429-2094: J-2095

EASEMENT DEED AND AGREEMENT

This Easement Deed and Agreement is made on this 4th day of November, 1986, 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 easement and right of way to construct, lay, install, use, maintain, alter, add to, repair, replace, reconstruct, enlarge, inspect and/or remove, at any time and from time to time, underground 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 prior to commencement of any work; and upon completion of any work, GRANTEE shall immediately notify GRANTOR's Manager, GSA/Real Estate Division (hereinafter referred to as "Manager") 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 Manager in advance and to obtain Manager's approval of all plans for construction and/or maintenance prior to commencement thereof. Said approval shall not be withheld capriciously or unreasonably, nor shall said approval 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 as nearly as possible to the same condition as existed prior to excavation.

0395188

TH:abs
41A-12-1
6-26-86

1935

Dr. Elizabeth

R. Anderson, D.M.

[illegible]

87-012516

2. REMOVAL AND/OR ABANDONMENT (E3.2 S)

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 Manager'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 Manager 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 Manager, relocate said facilities to a site designated by Manager. GRANTOR shall first furnish GRANTEE with a document containing terms and conditions similar to those contained herein. GRANTOR and GRANTEE agree that said facilities are to be used to provide service exclusively to GRANTOR; and as long as said facilities are used to provide service exclusively to GRANTOR, any relocation shall be made at GRANTOR'S expense.

4. EXCEPTIONS AND RESERVATIONS (E7.1 S)

GRANTOR hereby reserves for itself and 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. GRANTOR will not place or permit any building 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.

5. ATTACHMENTS TO DOCUMENT (E8.1 S)

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

- Exhibit A - Legal Description
- Exhibit B - Map

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41A-12-2
6-16-86

-2-

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Dated NOV 4 1986

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

Linda D. Roberts
LYNDA D. ROBERTS
Clerk of the Board of Supervisors
of Orange County, California

COUNTY OF ORANGE

By Ralph G. Clark
Chairman, Board of Supervisors

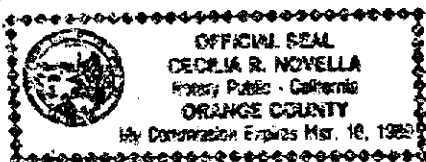
SOUTHERN CALIFORNIA EDISON COMPANY

By R. J. [Signature]
MANAGER, REAL PROPERTIES

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On this 4th day of November in the year 1986, before me,
Cecilia R. Novella, personally appeared Linda D. Roberts, personally known
to me (or proved to me on the basis of satisfactory evidence) to be Clerk of the Board
of Supervisors of the County of Orange and the person who executed the within instrument
on behalf of the County of Orange pursuant to Government Code Section 25103, and
acknowledged to me that such political subdivision executed the same by use of an
authorized facsimile signature.

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



APPROVALS

Cecilia R. Novella

Approved as to form by County Counsel on <u>6-20-86</u> <u>[Signature]</u>	
Description Compared to EHA-approved Description Dated _____ By _____	

1114-9-1
4-20-84

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P4-5.1

NOTES RE-13 11/19/74 (CORPORATION HGR)

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

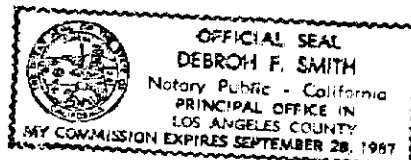
SS.

87-012516

On September 4, 1986, before me, a Notary Public in and for said State, personally appeared R. J. Guleff, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be Manager of Real Properties Department, of the Southern California Edison Company, the corporation that executed the within instrument, and personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Deborah F. Smith



87-012516

May 21, 1986

LEGAL DESCRIPTIONMANCHESTER COMPLEX
EOLSON EASEMENTRECEIVED
JUL 10 1986
SANTA ANA
PLANNING DEPT.Parcel 1

see page 7

A strip of land, 6.00 feet wide, in lots 29 and 35 of the Dawn Tract in the County of Orange, State of California, as shown on a map recorded in book 8, page 21 of Miscellaneous Maps in the office of the County Recorder of said county, the center line of said strip of land being described as follows:

Beginning at the intersection of the center line of Lampson Avenue (now Metropolitan Drive), with the center line of Manchester Avenue (now The City Drive) as said intersection is described in the deed to the County of Orange, recorded in book 10567, page 358 of Official Records in the office of said County Recorder and shown on the map of Tract No. 3414, recorded in book 249, pages 11 through 19 inclusive of said Miscellaneous Maps; thence N. 0°12'24" W., 106.00 feet along said center line of The City Drive to the beginning of a tangent curve concave southwesterly and having a radius 1000.00 feet; thence Northwest 47.63 feet along said curve through a central angle of 2°43'45"; thence N. 87°03'51" E., 50.00 feet along the northeasterly prolongation of a radial line of said curve to a point on the easterly line of said The City Drive, said point also being the TRUE POINT OF BEGINNING; thence N. 89°43'33" E., 242.73 feet to a point hereinafter referred to as Point "A".

The sidelines of said strip of land shall be prolonged or shortened, as necessary, to terminate on said easterly line.

PARCEL 2

Beginning at hereinabove described point "A"; thence N. 0°08'27" W., 4.00 feet said last mentioned course and distance hereinafter referred to as course "A"; thence N. 89°43'33" E., 10.00 feet, said last mentioned course and distance hereinafter referred to as course "B"; to a line that is parallel with and 10.00 feet easterly from said course "A"; thence S. 0°08'27" E., 23.00 feet along said parallel line to a line that is parallel with and 23.00 feet southerly from said course "B"; thence S. 89°43'33" W., 10.00 feet along said parallel line to its intersection with the southerly prolongation of said course "A"; thence N. 0°08'27" W., 19.00 feet along said southerly prolongation to the point of beginning.

APPROVED:

Harold I. Scott
HAROLD I. SCOTT
Right of Way Engineer

EXHIBIT A

KW:jnpwd13-3
6142

James W. Williams
JAMES W. WILLIAMS
Registered Civil Engineer
Certificate No. 13154
Expiration Date: Mar. 31, 1989

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87-012516

NO SCALE

N 89°43'35"E, 10.00'
S 89°43'35"W, 10.00'
N 0°8'27"W, 4.00'
N 0°8'27"W, 19.00'
POINT A

S 50°8'27"E, 24.00'

PARCEL "2"

PARCEL "1"

DAWN

TRACT

M. M.

B-21

LOT 29

LOT 35

LOT LINE

50'

N 87°03'51"E, 50.00'

$\Delta = 2^\circ 43' 45''$
 $L = 47.63'$

THE - R=1000.00' CITY

DRIVE

N 0°12'26"W, 106'

50'

CITY PARK EAST

METROPOLITAN (CLAMPSON DR.)

EXHIBIT B

0395188

ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY — RIGHT OF WAY ENGINEERING
RIGHT OF WAY MAP — COMPILED FROM PUBLIC RECORDS

SCT: MANCHESTER COMPLEX EDISON EMST.		LD. NO.	E.O. NO.
BY: RSW	CHKD. BY:	DATE: 5 - 86	EST.
		REC. DATE:	D.R.