

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 Beaumont
APN: 417-110-002
V&LM File No: GRT203719634
SCE Document: 289741

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 73210A Service Order: 801864559
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	APPROVED VEGETATION & LAND MANAGEMENT BY SF DATE 02/27/2024 SCE LAW Approved: CKK
_____ 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 _____	

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

Said Road and Utility easement 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.

SUBJECT TO 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.
2. 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 Easement grant.
3. The said 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.
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

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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 in any manner whatsoever, directly or indirectly, by reason of the exercise of the 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 are caused by the sole active negligence of Grantor.

5. Grantee agrees to pay to Grantor, upon demand, any and all costs of relocation and/or construction of such electric transmission, distribution and communication lines and supporting structures, pipelines, and conduits which may be or become necessary by reason of the 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 ten (10.00) 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 at all times.
8. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property 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.
9. The above described real property is to be used only for the purposes specified herein and in the event:
 - a. said real property is not so used;
 - b. said real property shall be vacated as a Road and Utility easement right of way; or
 - c. the project for which this Easement is being granted is abandoned,

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

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. 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 above described real property at its own expense.
12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. 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%).

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14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to maintain the above described real property.
16. In case of a suit to enforce any terms, covenants or conditions of this Easement, Grantee agrees to pay Grantor in addition to any other recovery or relief for which Grantor may be entitled, a reasonable attorney's fee to be fixed and allowed by the Court.
17. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business.
18. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than thirty-six (36.0) inches below the surface of the ground, shall be capable of supporting three-axle vehicles weighing up to forty (40) tons, and shall be of such type of construction and material as to be sufficient and safe for the purpose for which they are to be used.
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. Any pipeline shall be constructed to withstand a pressure equal to at least one hundred fifty percent (150%) of its maximum operating pressure.
21. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said Road and Utility Easement and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
22. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
23. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.
24. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.
25. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

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IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this 9th day of July, 2024.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: Jay Glasser
Jay Glasser
Real Estates Facilities Advisor
ECS/Distribution Acquisitions
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)

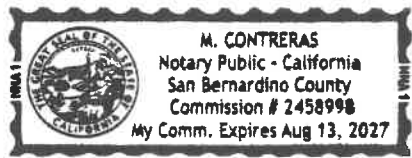
County of Los Angeles

On July 9, 2024 before me, M. Contreras, a Notary Public, personally appeared Jay Glasser, 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 M. Contreras



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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 30 day of July, 2024

CITY OF BEAUMONT, a municipal corporation

By: Jay S. Fahison
Name: JAY S. FAHISON, PLS
Title: CITY SURVEYOR

By: _____
Name: _____
Title: _____

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 Riverside

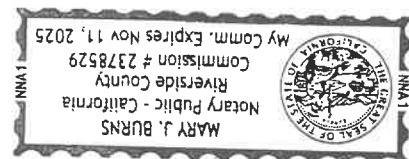


On July 30, 2024 before me, Mary J. Burns, a Notary Public, personally appeared Jay S. Fahison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 Mary J. Burns



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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
PUBLIC STREET AND PUBLIC UTILITY EASEMENT
SERIAL NO. 73210A

APN: 417-110-002

THAT PORTION OF LOT 1 IN BLOCK 137 AS SHOWN BY AMENDED MAP OF THE TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, TOGETHER WITH THE EAST HALF OF MINNESOTA AVENUE, 80 FEET WIDE, AS VACATED BY ORDINANCE RECORDED JUNE 28, 1940 AS INSTRUMENT NO. 1895 IN BOOK 467, PAGE 434 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VEILE AVENUE (FORMERLY KNOWN AS MINNESOTA AVENUE) AND WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF 4TH STREET AS SHOWN ON A RECORD OF SURVEY AS PER MAP FILED IN BOOK 55, PAGE 47 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY;

THENCE EASTERLY ALONG THE WESTERLY PROLONGATION AND THE NORTH LINE OF SAID LOT 1, NORTH 89° 42' 00" EAST 58.91 FEET;

THENCE SOUTH 42° 53' 25" WEST 18.39 FEET;

THENCE SOUTH 21° 34' 48" WEST 6.20 FEET TO A LINE PARALLEL WITH AND DISTANT EASTERLY 44.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF VEILE AVENUE;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH 00° 19' 30" EAST 240.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND ITS WESTERLY PROLONGATION, SOUTH 89° 42' 10" WEST 44.00 FEET TO SAID CENTERLINE OF VEILE AVENUE;

THENCE NORTHERLY ALONG TO SAID CENTERLINE OF VEILE AVENUE, NORTH 00° 19' 30" WEST 260.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,563 SQUARE FEET OR 0.265 ACRES, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY, IF ANY

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Last Update: 6/24/24
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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173


BRIAN L. THIENES

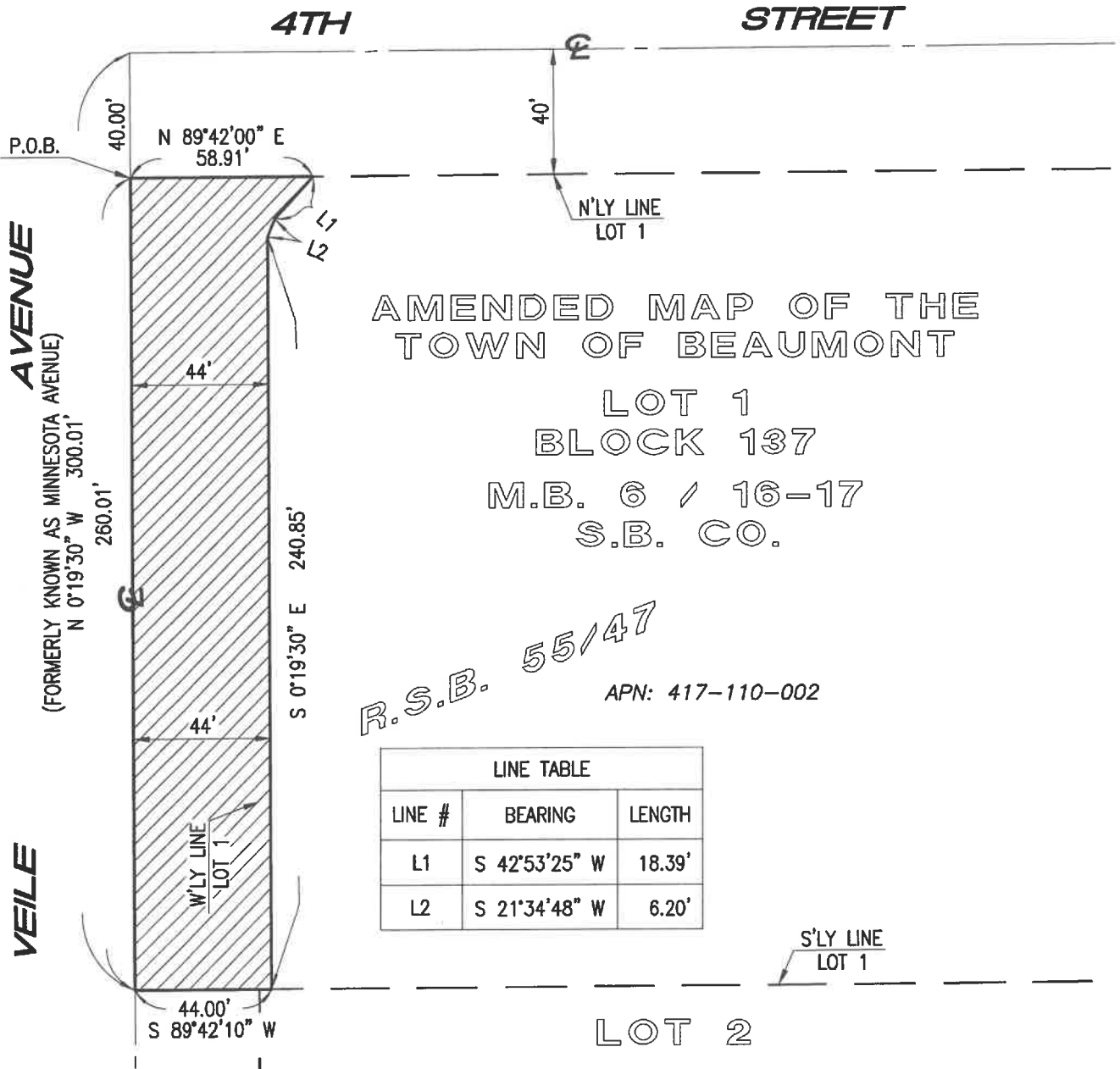
6/24/24
DATE

P.L.S. NO. 5750
REG. EXP. DEC. 31, 2025



EXHIBIT "B"

PLAT
PUBLIC STREET AND PUBLIC UTILITY EASEMENT
SERIAL NO. 73210A



AMENDED MAP OF THE
TOWN OF BEAUMONT

LOT 1
BLOCK 137
M.B. 6 / 16-17
S.B. CO.

R.S.B. 55/47

APN: 417-110-002

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 42°53'25" W	18.39'
L2	S 21°34'48" W	6.20'

LEGEND:



INDICATES PUBLIC STREET AND
PUBLIC UTILITY EASEMENT
CONTAINS: 11,563 SQ. FT.
±0.265 ACRES

Last Update: 6/24/24
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