

# Attachment 3

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY – 2<sup>ND</sup> FLOOR  
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Easement**

Location: City of Irvine  
APN: 591-075-03  
V&LM No.: GRT203828128  
SCE Document(s): 377460

DOCUMENTARY TRANSFER TAX \$ _____	Serial 73055A Service Order 801962653
_____ 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.	<b>APPROVED LAND &amp; VEGETATION MANAGEMENT</b>
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	<b>BY SF DATE 07/19/2022</b>

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to CITY OF LAKE FOREST, a California Municipal corporation, hereinafter called "Grantee", an easement for Public Road and Highway purposes, hereinafter called "Easement", in, on, under, over, along and across that certain real property in the City of Irvine, County of Orange, State of California, described as follows:

That portion of Parcel 2 of Parcel Map 83-618, in the City of Irvine, County of Orange, State of California, as shown in Book 185, Pages 29, 30 and 31, Inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Said Public Road and Highway purposes Easement is more particularly described on the Exhibit "A" and more particularly depicted on 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.

Grant of Easement  
S.C.E., a corporation to  
City of Lake Forest, a California Municipal corporation  
Serial No. 73055A  
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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 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. 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.
7. 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.
8. 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 public road and highway 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.
9. 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.
10. 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.
11. 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.

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12. Grantee agrees to maintain the above described real property.
13. 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.
14. 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.
15. Grantee agrees that all fencing and metallic structures installed within the above described real property shall be adequately grounded.
16. Any trees or plants within the above described Easement, or depicted in Exhibit "B", shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.
17. 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%).

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: \_\_\_\_\_  
Joy Glasser  
Real Estate & Facilities Sr Manager  
Land Management Division  
Vegetation & Land Management

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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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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 LAKE FOREST,  
a California Municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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--

State of California        )

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

This is to certify that an interest in real property conveyed for road easement purposes dated \_\_\_\_\_, from SOUTHERN CALIFORNIA EDISON, A CORPORATION, in favor of the CITY OF LAKE FOREST, A CALIFORNIA municipal corporation, is hereby accepted by the undersigned, City Clerk on behalf of the City of Lake Forest pursuant to the authority conferred by Resolution No. 99-41 of the City Council of the City of Lake Forest, California, adopted on the 5th day of October 1999 and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

**City of Lake Forest**

By: \_\_\_\_\_  
Lisa Berglund  
City Clerk  
City of Lake Forest, California



EXHIBIT "A"

SERIAL NO. 73055A

STREET RIGHT-OF-WAY DEDICATION

BEING A PORTION OF PARCEL 2 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP 83-618, RECORDED DECEMBER 30, 1983 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, BEING ALSO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BAKE PARKWAY, 120 FEET WIDE AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 35°56'08" EAST 89.87 FEET TO THE **POINT OF BEGINNING**;

1) THENCE LEAVING SAID LINE NORTH 35°04'35" EAST 600.20 FEET TO A LINE WHICH IS 9.00' NORTHWESTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF PARCEL 2;

2) THENCE ALONG SAID PARALLEL LINE NORTH 35°56'08" EAST 215.78 FEET;

3) THENCE LEAVING SAID PARALLEL LINE NORTH 06°16'54" WEST 34.94 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF IRVINE BOULEVARD AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 2060.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 41°30'04" WEST;

4) THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'51" A DISTANCE OF 8.90 FEET;

5) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE AND SAID RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE SOUTH 06°24'19" EAST 35.06 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF BAKE PARKWAY;

6) THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID NORTHWESTERLY LINE SOUTH 35°56'08" WEST 815.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,850 SQUARE FEET, OR 0.111 ACRES, MORE OR LESS.

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMA STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS SET FORTH IN THAT CERTAIN DOCUMENT RECORDED MAY 18, 1984 AS INSTRUMENT NO. 84-206531 OF OFFICIAL RECORDS.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION

  
Patrick A. McMichael, L.S. 6187      8-19-2020  
Date



projects\C\_ORN\_O\18291A\_BakePkwyTrabuco\Survey\Legals\18291A\_BakePwy\_StreetRW\_Ded\_lg.docx



**EXHIBIT 'B'**  
**SERIAL NO. 73055A**

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 6669 AND STATION GPS NO. 6675 BEING  $S65^{\circ}24'56''E$  PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

**DATUM STATEMENT:**

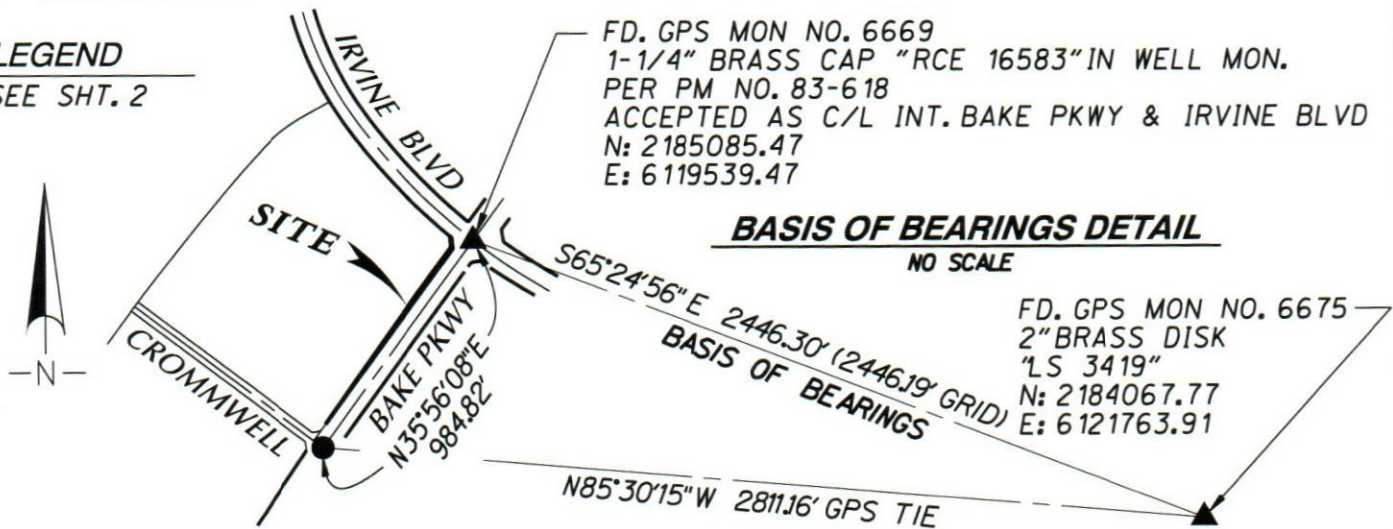
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.99995575.

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

**LEGEND**

SEE SHT. 2

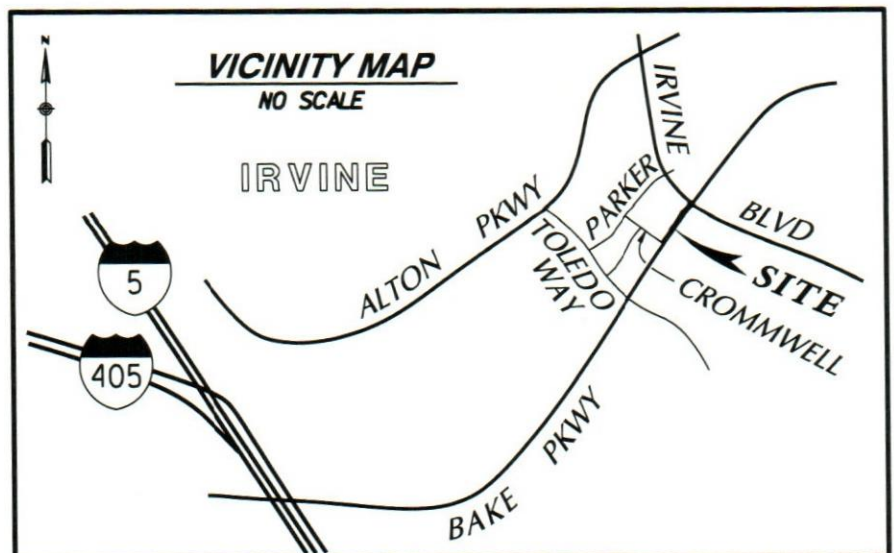


**REFERENCE DRAWINGS**

PM 83-618 (PMB 185/29-31)

**ASSESSOR PARCEL NO.**

591-075-03



**RICK**  
ENGINEERING COMPANY

5620 FRIARS ROAD J. 18291-A  
SAN DIEGO, CA 92110  
619-291-0707  
(FAX) 619-291-4165

**STREET RIGHT-OF-WAY DEDICATION**

OVER A PORTION OF PARCEL 2 OF PARCEL MAP 83-618 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 3

PATRICK A. MCMICHAEL, LS 6187

DATE

8-19-2024



# EXHIBIT 'B'

SERIAL NO. 73055A

## LEGEND

 STREET RIGHT-OF-WAY DEDICATION  
CONTAINING 4850± S.F. OR 0.111± AC.

(R) RADIAL BEARING

PAR PARCEL

POC POINT OF COMMENCEMENT

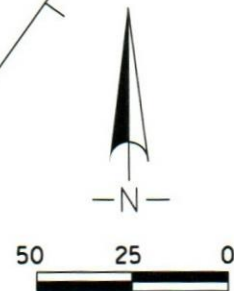
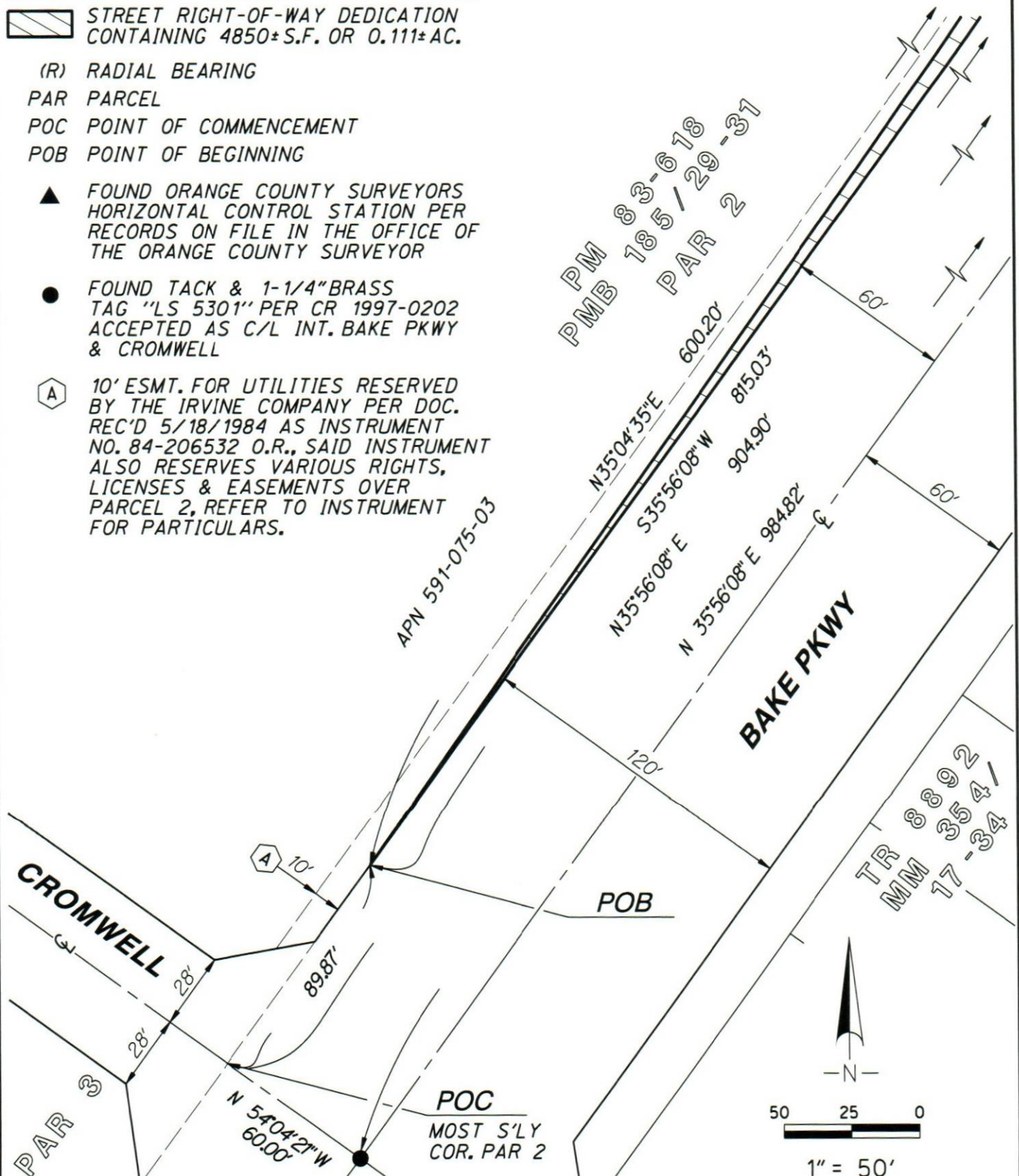
POB POINT OF BEGINNING

▲ FOUND ORANGE COUNTY SURVEYORS  
HORIZONTAL CONTROL STATION PER  
RECORDS ON FILE IN THE OFFICE OF  
THE ORANGE COUNTY SURVEYOR

● FOUND TACK & 1-1/4" BRASS  
TAG "LS 5301" PER CR 1997-0202  
ACCEPTED AS C/L INT. BAKE PKWY  
& CROMWELL

⬡ 10' ESMT. FOR UTILITIES RESERVED  
BY THE IRVINE COMPANY PER DOC.  
REC'D 5/18/1984 AS INSTRUMENT  
NO. 84-206532 O.R., SAID INSTRUMENT  
ALSO RESERVES VARIOUS RIGHTS,  
LICENSES & EASEMENTS OVER  
PARCEL 2, REFER TO INSTRUMENT  
FOR PARTICULARS.

SEE SHT 3



1" = 50'

SHEET 2 OF 3

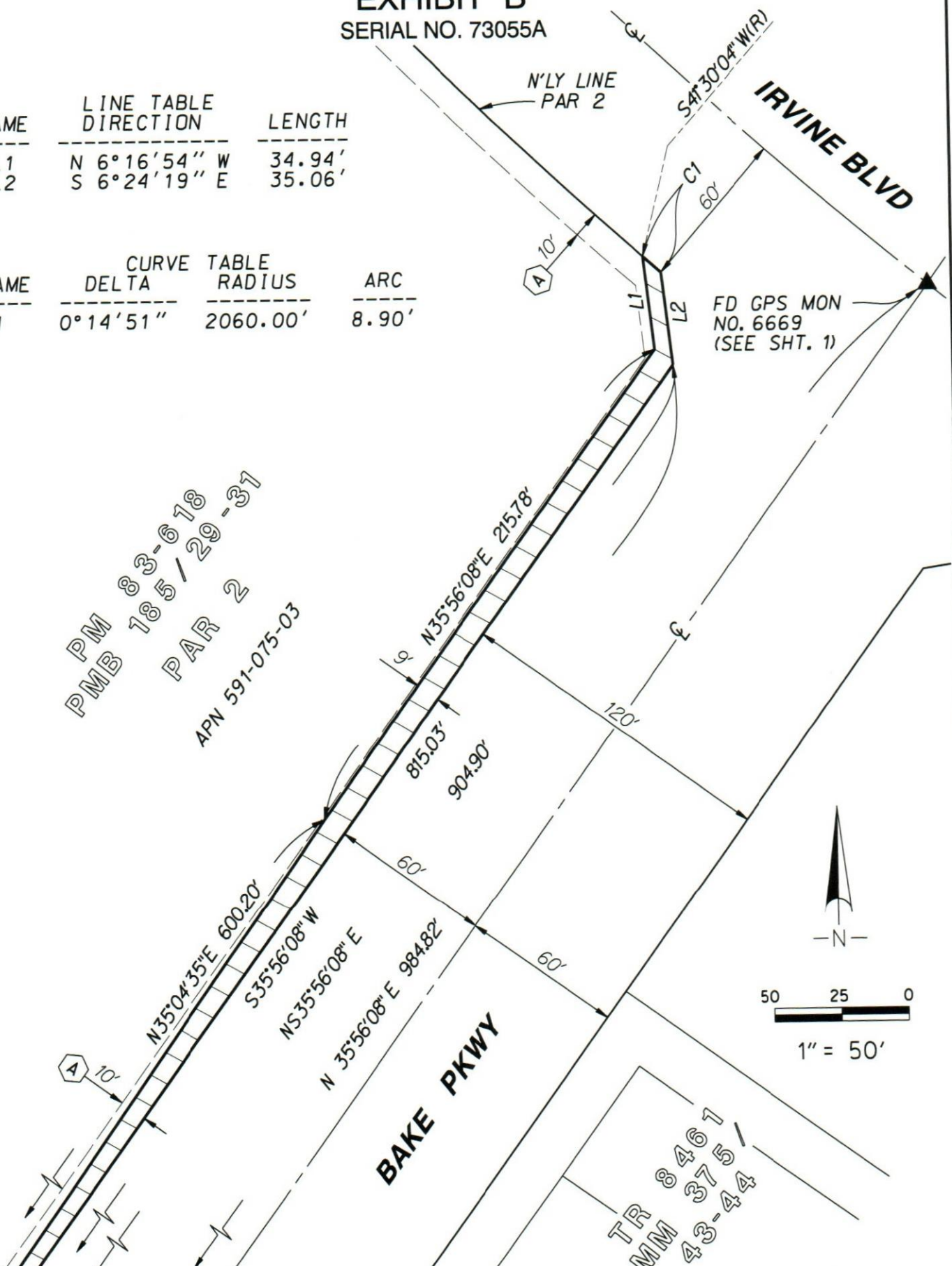
# EXHIBIT 'B'

## SERIAL NO. 73055A

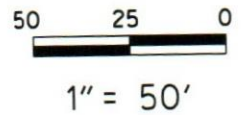
NAME	LINE TABLE DIRECTION	LENGTH
L1	N 6°16'54" W	34.94'
L2	S 6°24'19" E	35.06'

NAME	CURVE DELTA	TABLE RADIUS	ARC
C1	0°14'51"	2060.00'	8.90'

PM 83-618  
PMB 185/29-31  
PAR 2  
APN 591-075-03



FD GPS MON  
NO. 6669  
(SEE SHT. 1)



TR 8461  
MM 375/  
43-44

SEE SHT 2