

# Attachment 4

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
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

Location: City of Irvine	DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 73056A Service Order 802058273
A.P.N: 591-075-03 V&LM FILE NO. GRT203936160 SCE Doc No. 377460	_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SCE Company. SIGNATURE OF DECLARANT OR AGENT DETERMINING Tax Firm Name	<b>Approved Land &amp; Vegetation Management</b>  <b>BY SF DATE 07/19/2022</b>

### GRANT OF TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter referred to as "GRANTOR," does hereby grant to CITY OF LAKE FOREST, a California Municipal Corporation, ("GRANTEE"), its employees, agents, representatives, contractors, successors and assigns, a temporary easement for construction-related purposes ("Temporary Construction Easement") in, over, under and across those portions of real property located in the City of Irvine, County of Orange, State of California, more particularly identified 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 Temporary Construction Easement is more particularly described in the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof (collectively, the "Easement Area").

1. Use of the Easement Area. Use of the Easement Area, and exercise of the easement rights herein granted are limited to:

a. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Area for purposes of the construction of GRANTEE's road improvements on adjacent property.

b. The right to store, maintain and operate on the Easement Area such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with the construction of GRANTEE's road improvements on adjacent property.

Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date hereof (as defined below in Paragraph 8b) and shall automatically terminate and expire six (6) months after the Effective Date (the "Term"). Upon the expiration of the Term, all of the rights and benefits of GRANTEE in, to and under the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

Temporary Construction Easement  
S.C.E., a corporation, to  
City of Lake Forest, a California Municipal corporation  
Serial No. 73056A  
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2. Use of Gates; Removal of Materials Impeding the Easement. GRANTEE shall have the right to use gates in all of GRANTOR's fences which presently or hereafter cross the Easement Area, and to remove, trim, cut and clear away any trees and brush within the Easement Area (and relocate any other materials situated, placed or appearing within the Easement Area) whenever in GRANTEE's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

3. Obligation to Restore Easement Area. After completion of any work performed by GRANTEE or its agents, contractors or employees which disturbs the surface of the Easement Area, GRANTEE shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement).

4. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Area, GRANTEE shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "Approvals") which are or may be required from any body, agency, or department with jurisdiction over the Easement Area.

5. Rights Retained by GRANTOR. The easement rights acquired by GRANTEE pursuant to this instrument are acquired subject to the right of GRANTOR, its successors and assigns to use the surface and subsurface of the land within the Easement Area to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by GRANTEE.

6. Indemnification. GRANTEE hereby agrees to indemnify, defend (with counsel acceptable to GRANTOR), release and hold harmless GRANTOR, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "Grantor Representatives"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTEE, its employees, agents, contractors and representatives (collectively, the "Grantee Representatives") in connection with the use of the Easement Area by GRANTEE and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by GRANTEE; provided, however, that nothing contained in this paragraph shall operate to relieve GRANTOR from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or grossly negligence (acts or omissions) of GRANTOR, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

7. General Provisions.

a. Covenants Running with the Land. GRANTEE and GRANTOR acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

b. Effective Date. This Temporary Construction Easement shall be effective upon the date of recordation and expire six (6) months after the recorded date.

c. Authorized Representative. Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

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d. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Temporary Construction Easement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs actually incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

e. Further Cooperation. Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

f. Warranty. GRANTOR makes no warranty to GRANTEE regarding the fitness or suitability of the subject property for any use by GRANTEE.

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

Temporary Construction Easement  
S.C.E., a corporation, to  
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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            )  
  ) ss.  
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 \_\_\_\_\_

# 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. 73056A

TEMPORARY CONSTRUCTION EASEMENT

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 NORTHWESTERLY 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 NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'31" A DISTANCE OF 7.50 FEET;

5) THENCE LEAVING SAID LINE NON-TANGENT TO SAID CURVE SOUTH 41°42'35" WEST 9.31 FEET;

6) THENCE SOUTH 06°38'58" WEST 39.37 FEET;

7) THENCE SOUTH 37°35'24" WEST 151.98 FEET;

8) THENCE SOUTH 84°39'26" WEST 9.92 FEET;

9) THENCE SOUTH 37°37'15" WEST 43.34 FEET;

10) THENCE SOUTH 09°09'23" EAST 10.98 FEET;

11) THENCE SOUTH 33°03'44" WEST 220.25 FEET;

12) THENCE SOUTH 37°01'52" WEST 165.05 FEET;

13) THENCE SOUTH 34°48'21" WEST 120.04 FEET;

14) THENCE SOUTH 32°40'47" WEST 94.71 FEET;



15) THENCE SOUTH 54°55'26" EAST 11.33 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF BAKE PARKWAY;


16) THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID NORTHWESTERLY LINE NORTH 35°56'08" EAST 10.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 12,847 SQUARE FEET, OR 0.295 ACRES, MORE OR LESS.

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL 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

 8-19-2024  
Patrick A. McMichael, L.S. 6187      Date



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



**EXHIBIT 'B'**  
**SERIAL NO. 73056A**

**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°24'56"E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

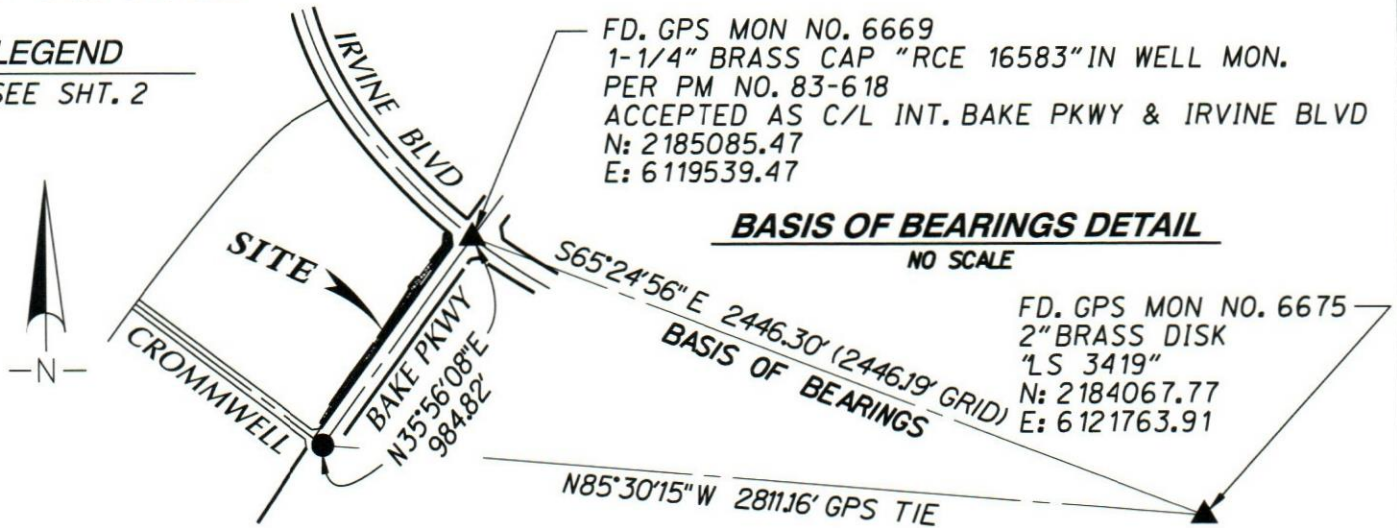
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT).

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

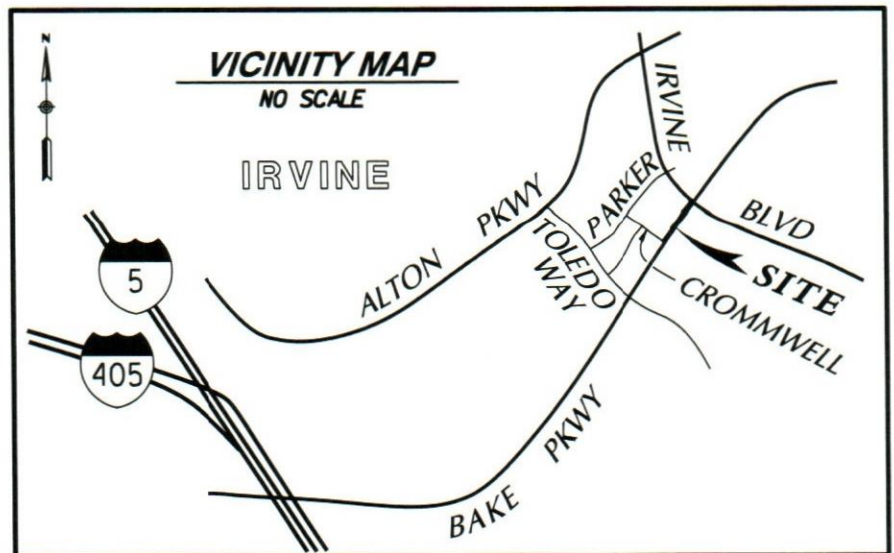


**REFERENCE DRAWINGS**

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

**TEMPORARY CONSTRUCTION EASEMENT**

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. McMICAL, LS 6187

DATE

8-19-2021



# EXHIBIT 'B'

SERIAL NO. 73056A

## LEGEND



TEMPORARY CONSTRUCTION EASEMENT  
CONTAINING 12847± S.F. OR 0.295± AC.

(R) RADIAL BEARING

PAR PARCEL

POC POINT OF COMMENCEMENT

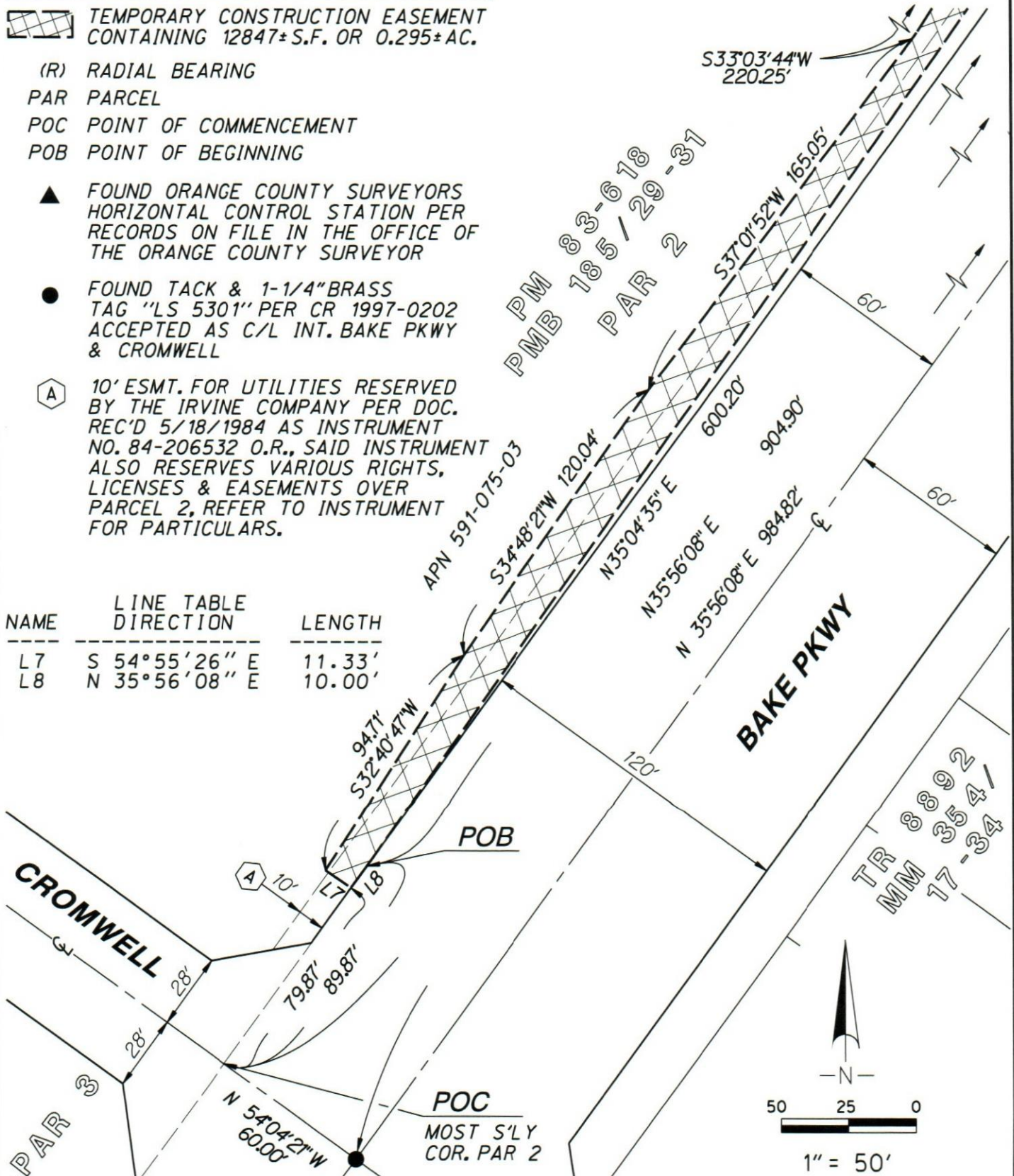
POB POINT OF BEGINNING

▲ 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.

NAME	LINE TABLE DIRECTION	LENGTH
L7	S 54°55'26" E	11.33'
L8	N 35°56'08" E	10.00'



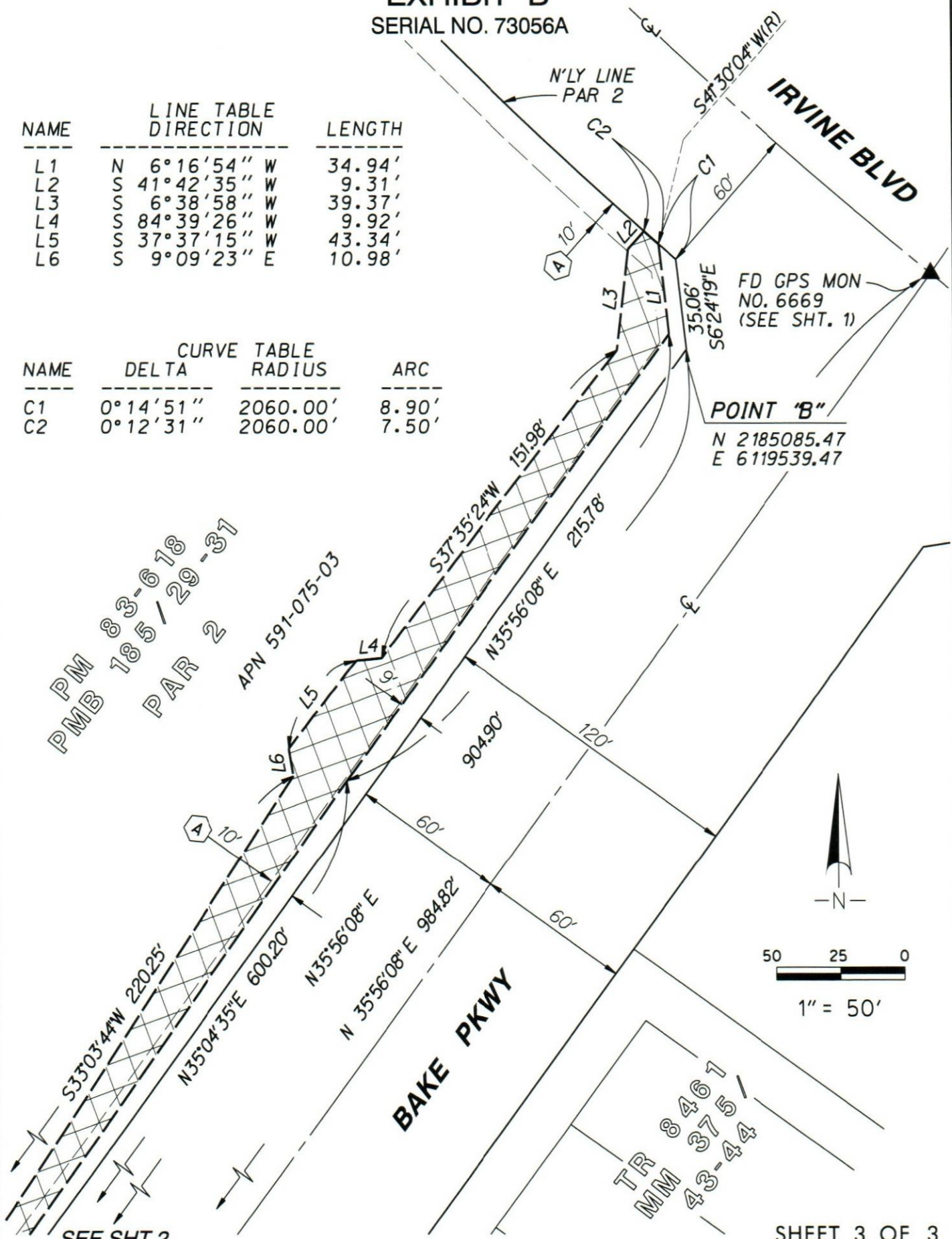
SHEET 2 OF 3

# EXHIBIT 'B'

SERIAL NO. 73056A

NAME	LINE TABLE DIRECTION	LENGTH
L1	N 6°16'54" W	34.94'
L2	S 41°42'35" W	9.31'
L3	S 6°38'58" W	39.37'
L4	S 84°39'26" W	9.92'
L5	S 37°37'15" W	43.34'
L6	S 9°09'23" E	10.98'

NAME	CURVE TABLE DELTA	RADIUS	ARC
C1	0°14'51"	2060.00'	8.90'
C2	0°12'31"	2060.00'	7.50'



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

**POINT 'B'**  
N 2185085.47  
E 6119539.47

