

Recorded 8-28-68
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Page 435
County Ventura

WHEN RECORDED MAIL TO

Southern California Edison Co.
Post Office Box 700
Ventura, California

Attention: R/W & Land Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND GRANT OF EASEMENT
(Pole Line)**

Agency: F&G - Fillmore
Project: Southern California
Edison Company
Parcel: Pole Line Easement

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its DIRECTOR OF GENERAL SERVICES, hereinafter called State, and Southern California Edison Company, a corporation hereinafter called Grantee.

The State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, ~~and in consideration of the sum of \$ waived, receipt of which is hereby acknowledged,~~ does grant unto Grantee, its successors and assigns forever, an easement to construct, erect, use, maintain, alter, add to, repair, replace and remove a line or lines of poles with all necessary and proper cross arms, braces, anchors, guys and other appliances and fixtures for use in connection therewith, and to suspend therefrom, maintain and use such wires as grantee shall from time to time deem necessary for the transportation and distribution of electric energy and for communication purposes, together with the right to trim or top any trees which may endanger or interfere with said lines, over and across that certain real property situated in the County of Ventura, State of California, described as follows:

A portion of that certain parcel marked "Cienega" on the map of Fillmore Subdivision of Sespe Rancho, according to the map recorded in Book 3, page 5 of Maps, in the office of the County Recorder of said County, said portion being more particularly described in a deed to the Grantor herein recorded November 3, 1966 as Document No. 54411 in Book 3063, page 500 of Official Records of said County, being a strip of land 12 feet in width, lying 6 feet on each side of the following described centerline:

Commencing at the southeast corner of the land described in the above said deed to the Grantor herein; thence North 70° 33' 08" West 13 feet; thence North 02° West 77 feet to the TRUE POINT OF BEGINNING of this description; thence North 02° West 370 feet; thence North 88° West 47 feet; thence North 79° West 372 feet to a point hereinafter referred to as Point "A"; thence North 81° West a distance of 470 feet.

(cont'd on reverse side)

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated Aug 6, 1968

STATE OF CALIFORNIA
Director of General Services

By [Signature]
APPROVED: DEPARTMENT OF FISH & GAME

By [Signature]
Administrative Officer

GRANTEE: [Signature]
VICE PRESIDENT
SMITH B. DAVIS

[Signature]
ASSISTANT SECRETARY
M. V. RILEY

APPROVED AS TO FORM:
ROLAN E. WOODRUFF
Vice President & General Counsel
By MICHAEL G. STEINIGER
Assistant Counsel
May 3, 1965

STRICT
TRACK
RK ORDER
039
040
IDENTITY
0313

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5/30

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

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

~~2. Grantee waives all claims against the State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by the State, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted.~~

3. State reserves the right to use the said real property, in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.

4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon the said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of said improvements, Grantee shall remove and relocate said improvements to a feasible location on the property of the State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, and without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.

5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use said Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without expense to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all cost and expense of such removal and restoration shall be paid by Grantee upon demand.

(cont'd from first page)

Also a strip of land, 2 feet in width, lying within said portion of said "Cienega" parcel, the centerline of said 2 foot strip of land is described as follows:

Beginning at the hereinabove said Point "A"; thence North 10° East a distance of 12 feet.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss

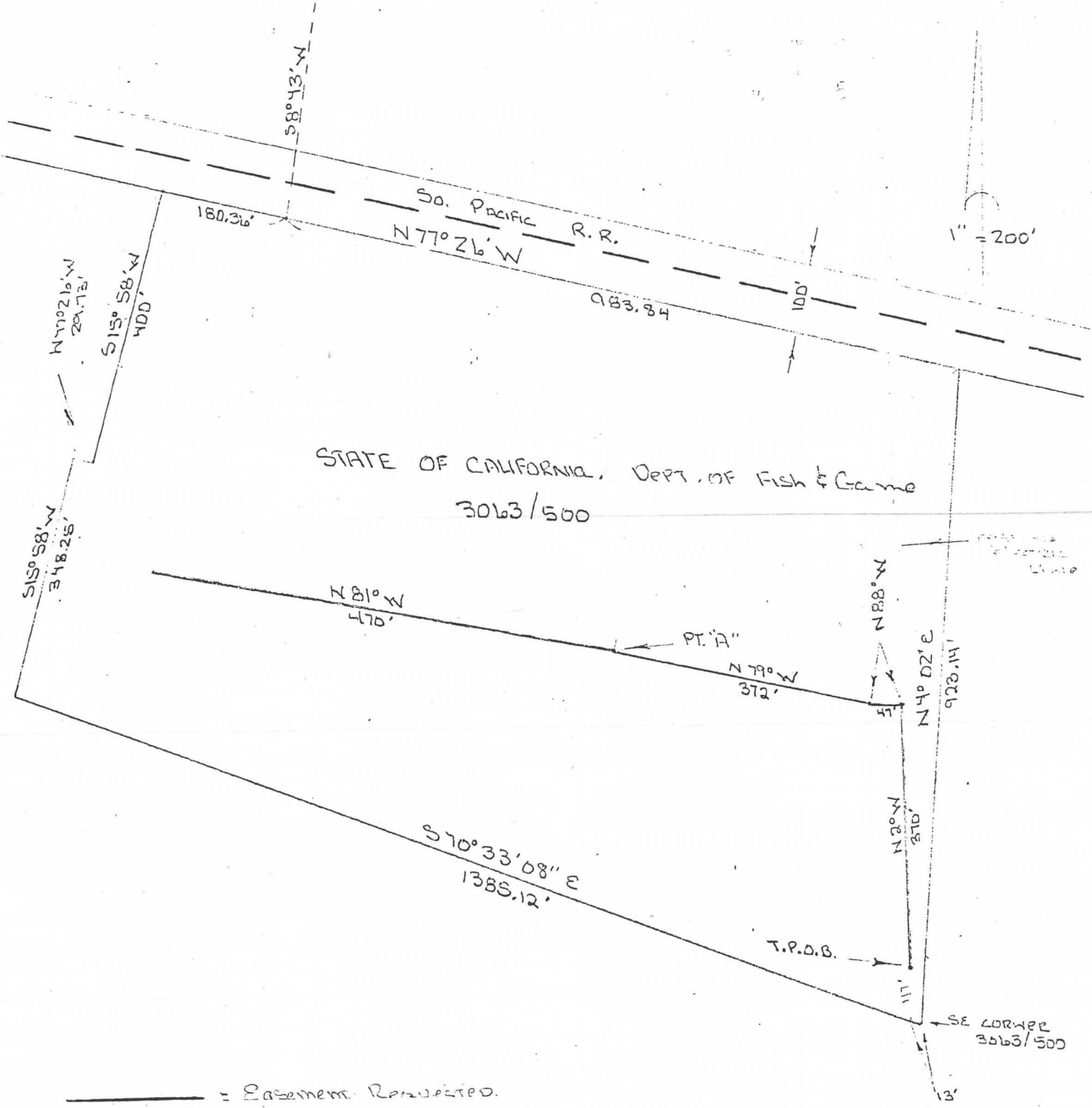
On this 5th day of August 1968, before me, Margaret V. Boyle,
a Notary Public in and for the County of Los Angeles, State of California,
personally appeared Stanley H. Yorshis, Authorized Representative for
the Department of General Services, State of California, and known to me to be
the person who executed the within instrument on behalf of said State of
California and acknowledged to me that he executed the same as the free act
and deed of said State of California.

WITNESS my hand and official seal.



Margaret V. Boyle

My Commission Expires May 27, 1971



1" = 200'

STATE OF CALIFORNIA, DEPT. OF Fish & Game
3063/500

———— = Easement Requested.
 - - - - - = Existing Electric Line

D.M.D. 6039-2040
7-0373

M. S. 64-73

EASEMENT LYING WITHIN
 "CIPUEGA" PARCEL OF Fillmore
 SUB OF The Sespe Rancho
 SOUTHERN CALIFORNIA EDISON CO.

SER.