

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement

Location: City of Burbank
APN: 2476-013-801
RP File No.: GRT203270454
Affects SCE Doc. No.: 38269

DOCUMENTARY TRANSFER TAX \$ _____ _____ 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. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	Serial 71207A Service Order 801423136 APPROVED REAL PROPERTIES DEPARTMENT BY GS DATE 04/06/17
--	--

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to the City of Los Angeles, a municipal corporation, hereinafter called "Grantee", an easement for underground water pipeline purposes, in, on, under, over, along and across that certain real property in the City of Burbank, County of Los Angeles, State of California, described as follows:

A portion of Lot 4 of Block 1 of the Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Pages 47 to 59, inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County.

Said easement for underground water pipeline 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.

Grant of Easement
S.C.E., a corporation to
LADWP
Serial No. 71207A
RP File No.: GRT203270454
Affects SCE Document No. 38269

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 to the extent 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 or willful misconduct of Grantor.
5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of twenty-five (25.00) feet between their equipment and any and all overhead electric conductors.
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 an underground water pipeline 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. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.
10. 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.

Grant of Easement
S.C.E., a corporation to
LADWP
Serial No. 71207A
RP File No.: GRT203270454
Affects SCE Document No. 38269

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.
12. 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%).
13. This Grant of Easement is executed pursuant 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 Grantor either on order of the Public Utilities Commission or on Grantor'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 Grantor'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.
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. To the extent that the prevailing party utilizes in-house legal counsel or other staff professionals, the fees for such personnel shall be deemed to be no less than that for comparable "private sector" services.
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. Grantee shall place identification and location markers of a number, location and nature suitable to Grantor, indicating the type, location and depth of any facilities, structures or equipment located by Grantee in the underground of the above described real property.
19. Any underground facilities shall be buried in the ground so that the tops thereof shall be not less than five (5.00) feet 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.
20. 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.
21. Any pipeline shall be constructed to withstand a pressure equal to at least one hundred fifty percent (150%) of its maximum operating pressure.
22. The two-year limitation contained in paragraph 9 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or

Grant of Easement
S.C.E., a corporation to
LADWP
Serial No. 71207A
RP File No.: GRT203270454
Affects SCE Document No. 38269

assessments levied for curbs, driveways, sidewalks and/ or other improvements which may at any time be installed at this location , which special assessment or assessments have been paid by Grantor.

23. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said underground water pipeline 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.
24. Grantee agrees that no additional structures will be installed on the above described real property.
25. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
26. Grantee agrees that during any period of construction activity, it will periodically water down the construction area within the above described real property, so as to prevent dust contamination of Grantor's facilities.
27. 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.

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: _____
MARI VALENZUELA
Land Services Agent
Land Management Division
Real Properties Department

Grant of Easement
S.C.E., a corporation to
LADWP
Serial No. 71207A
RP File No.: GRT203270454
Affects SCE Document No. 38269

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 _____

Grant of Easement
S.C.E., a corporation to
LADWP
Serial No. 71207A
RP File No.: GRT203270454
Affects SCE Document No. 38269

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____ from the Southern California Edison Company, a corporation, to the City of Los Angeles, a municipal corporation, is hereby accepted by order of the Board of Water and Power Commissioners of the City of Los Angeles by the undersigned officer on behalf of said Board of Water and Power Commissioners of the City of Los Angeles pursuant to authority conferred by Resolution No. 90 056 of said Board adopted on September 14, 1989, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____
DAVID H. WRIGHT
General Manager

EXHIBIT "A"

Right-of-Way No.	13224-1
Reference Right-of-Way No.	13224
Real Estate File No.	W-36901
Work Order No.	UAP36
SCE Drawing No.	Exhibit "B"
Drawing No.	C2074-P-001, Revision 1
Parcel Index Drawing No.	E494, Revision 3
Coordinate File No.	174-180
City Burbank Cadastral Map No.	71
Assessor's Parcel No.	2476-013-801
Thomas Bros Map Grid No.	563-C2

River Supply Conduit Upper Reach Unit 7 Project
Revised Legal Description Parcel 1
 10-Foot-Wide Strip Easement to be Acquired from Southern California Edison
 Portion of APN: 2476-013-801
 City of Burbank, Whitnall Highway
 West of the Intersection of Chandler Boulevard and Pass Avenue

THAT PORTION OF LOT 4 OF BLOCK 1 OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGES 47 TO 59, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY, ALSO DESCRIBED IN DEED TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED IN BOOK 6680, PAGE 317, OF OFFICIAL RECORDS, OF SAID COUNTY RECORDER'S OFFICE.


PARCEL 1 – PIPELINE EASEMENT

A STRIP OF LAND 36 FEET IN WIDTH, THE SIDELINES OF SAID STRIP OF LAND LYING PARALLEL WITH AND DISTANT NORTHEASTERLY 29.00 FEET AND SOUTHWESTERLY 7.00 FEET FROM THE CENTERLINE OF THAT CERTAIN 150-FOOT-WIDE STRIP OF LAND HAVING A BEARING OF NORTH 51°04'41" WEST AND SHOWN AS "CENTRE LINE OF 150' EASEMENT GRANTED TO CITY OF LOS ANGELES AND RECORDED IN BOOK 6471 PAGE 249 AND BOOK 6278 PAGE 161 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CAL." ON TRACT NO. 9956, IN SAID CITY, AS PER MAP RECORDED IN BOOK 139, PAGES 81 AND 82, OF MAPS, OF SAID COUNTY RECORDER'S OFFICE.

THE ABOVE-DESCRIBED STRIP OF LAND CONTAINS AN AREA OF APPROXIMATELY 408 SQUARE FEET.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSE, ETC. ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION:


 _____ DATE 03/18/2016
 JOHN E. ALVO, P.L.S. No. 7908
 CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER





Electronic File Path: \\sler031\Right-of-Way\Projects\RW13224\2016-01-07_E_RW13224-1_Revised_LD_&
 Dwg_Parcel_1_RSC-7_from_SCE\Legal_Description\13224-1_REV_1_PCL_1_Edision_APN_2476-013-801_2016-03-18.docx

PREPARED BY
 WATER SYSTEM
 SURVEYS & RIGHT-OF-WAY GROUP

POR. LOT 4, BLOCK 1
RANCHO PROVIDENCIA
AND SCOTT TRACT
M. R. 43-47/59

POR. LOT 4, BLOCK 1
RANCHO PROVIDENCIA
AND SCOTT TRACT
M. R. 43-47/59
10-FT. WIDE SCE PROPERTY
APN 2476-013-801
O.R. BK 8880-317

LEGEND:

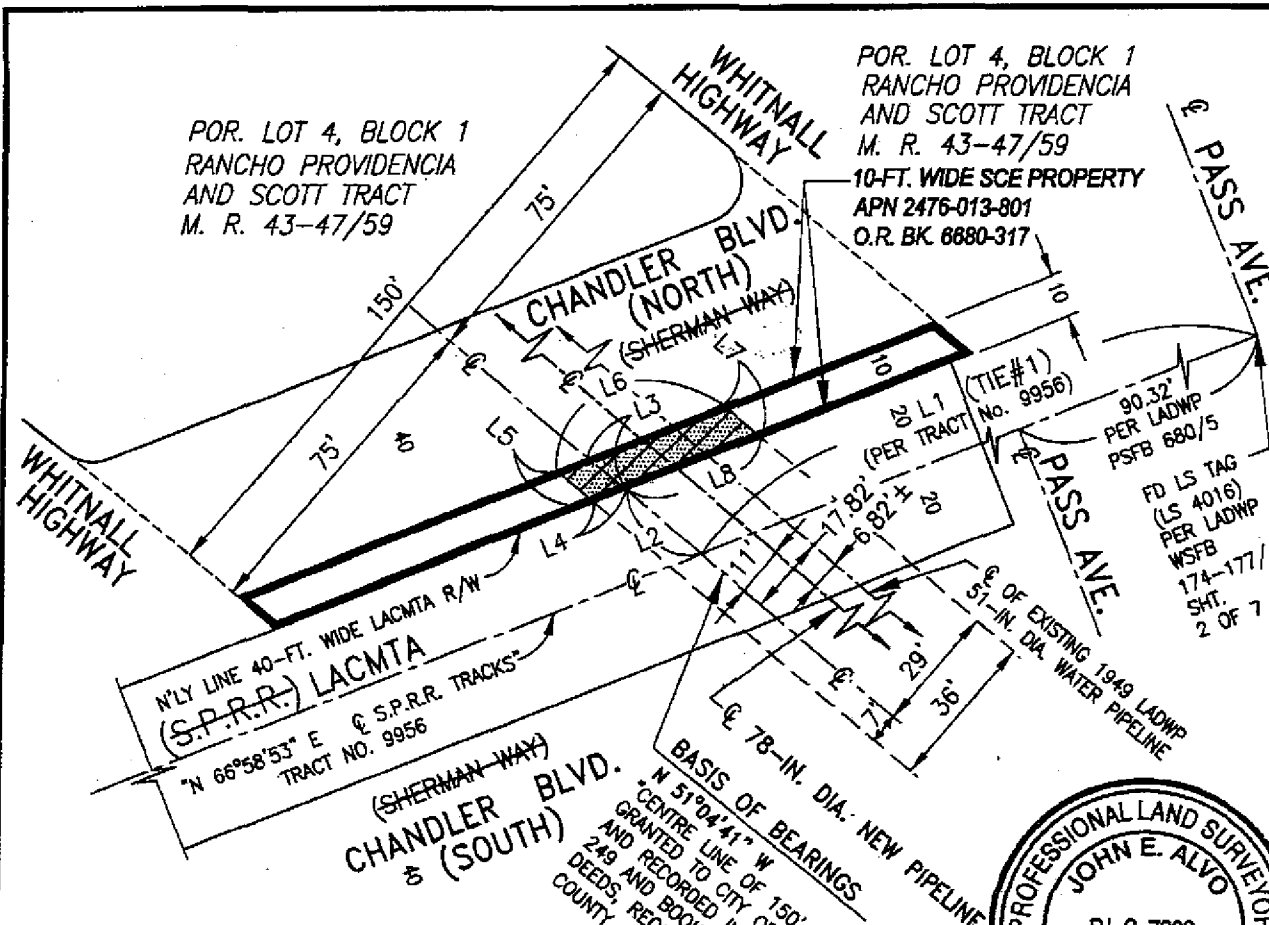
-  LAND OF GRANTOR: APN 2476-013-801 (ACREAGE: 1,700 SQ. FT. OR 0.04 ACRES)
-  NEW PIPELINE EASEMENT TO LADWP
AREA OF PARCEL 1 = 408 Sq. Ft.

BASIS OF BEARINGS:

∠ OF 150' EASEMENT HAVING A BEARING OF
N 51°04'41" W, PER TRACT No. 9956,
M.B. 139, PP. 81 & 82

ABBREVIATIONS:

- APN ASSESSOR'S PARCEL NUMBER
- BK. BOOK
- CALC. CALCULATED
- LACMTA LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY
- LADWP LOS ANGELES DEPARTMENT OF WATER AND POWER
- M.B. MAP BOOK
- M.R. MISCELLANEOUS RECORDS
- O.R. OFFICIAL RECORDS
- P.O.C. POINT OF COMMENCING
- POR. PORTION OF
- PP. PAGES
- RE REAL ESTATE
- R/W RIGHT-OF-WAY
- SCE SOUTHERN CALIFORNIA EDISON
- S.P.R.R. SOUTHERN PACIFIC RAILROAD
- T/L TRANSMISSION LINE
- T.P.O.B. TRUE POINT OF BEGINNING
- PSFB POWER SYSTEM FIELD BOOK
- PWFB LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FIELD BOOK
- WSFB WATER SYSTEM FIELD BOOK



LINE DATA		
	BEARING	DISTANCE
L1	S 66°58'53" W	261.22' (TIE#1)
L2	N 51°04'41" W	22.66'
L3	N 51°04'41" W	11.33'
L4	S 66°58'53" W	7.93'
L5	N 51°04'41" W	11.33'
L6	N 66°58'53" E	40.80'
L7	S 51°04'41" E	11.33'
L8	S 66°58'53" W	32.87'

BASIS OF BEARINGS:
N 51°04'41" W
CENTRE LINE OF 150' EASEMENT
GRANTED TO CITY OF LOS ANGELES
AND RECORDED IN BOOK 6471 PAGE
249 AND BOOK 6278 PAGE 181 OF
DEEDS, RECORDS OF LOS ANGELES
COUNTY, CAL. PER TRACT No. 9956

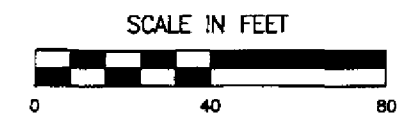
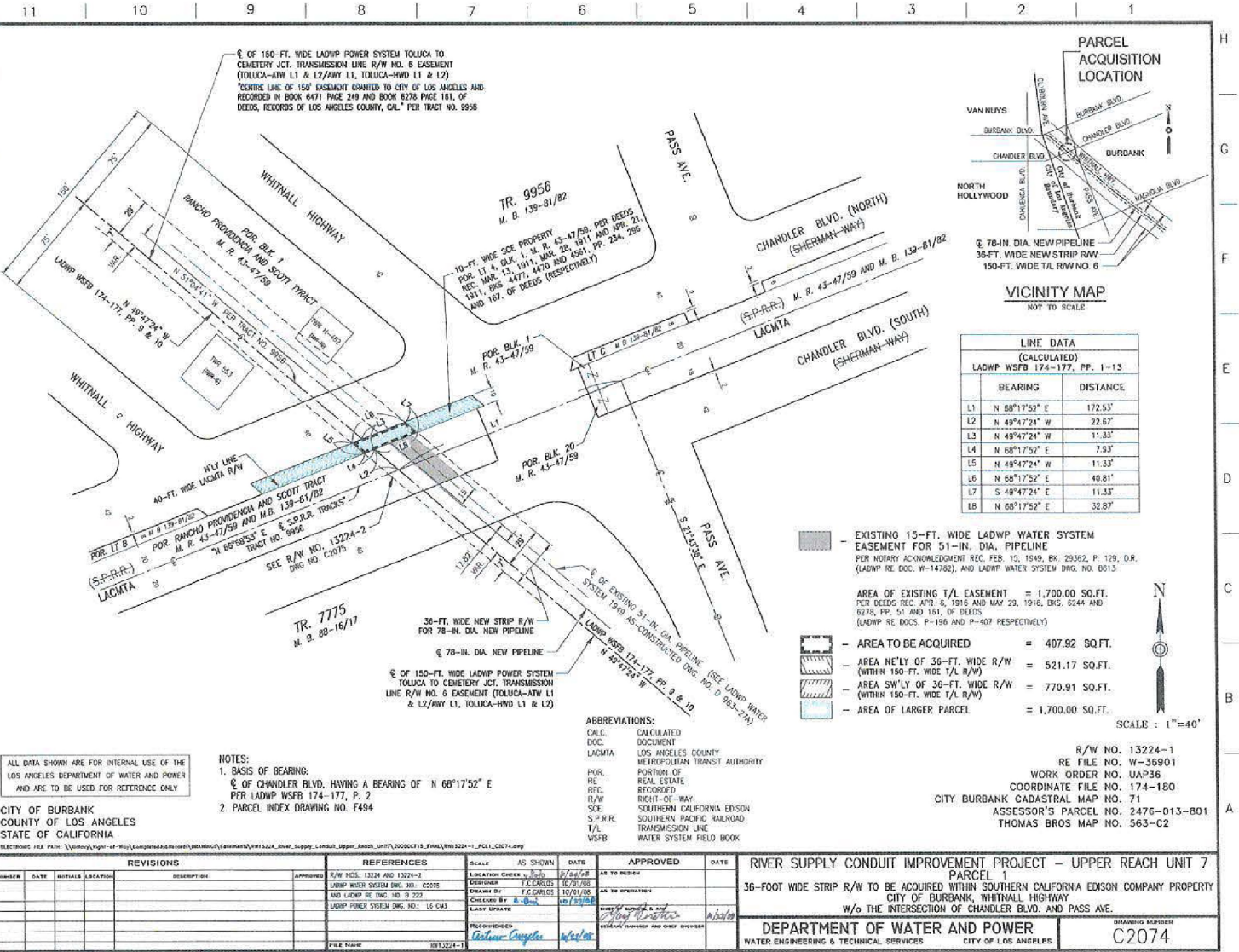


EXHIBIT "B"

PROJECT NAME: RIVER SUPPLY CONDUIT UPPER REACH UNIT 7 PROJECT - PARCEL 1			R/W No.: 13224-1	
W.O. No.: UAP36	RE FILE No.: W-36901	CITY: BURBANK	COUNTY: LOS ANGELES	STATE: CA
SENIOR SURVEY SUPERVISOR: <i>John E. Alvo</i>		LADWP WSFB REF.: 174-177	C.F. No. 174-180	
CHECKED BY: <i>Tcu/Hen</i>	DATE: 3-18-2016	MAP REF.: CITY OF BURBANK CADASTRAL MAP No. 71		
DRAWN BY: T. KIM	DATE: 03-18-2016	THOMAS BROS MAP No.: 563-C2	DRAWING NAME: C2074-P-001	



VICINITY MAP
NOT TO SCALE

LINE DATA		(CALCULATED)	
LADWP WSFB 174-177, PP. 1-13			
	BEARING	DISTANCE	
L1	N 68°17'52" E	172.53'	
L2	N 49°47'24" W	22.67'	
L3	N 49°47'24" W	11.33'	
L4	N 68°17'52" E	7.93'	
L5	N 49°47'24" W	11.33'	
L6	N 68°17'52" E	40.81'	
L7	S 49°47'24" E	11.33'	
L8	N 68°17'52" E	32.87'	

- EXISTING 15-FT. WIDE LADWP WATER SYSTEM EASEMENT FOR 51-IN. DIA. PIPELINE
PER NOTARY ACKNOWLEDGMENT REC. FEB. 15, 1949, BK. 29362, P. 129, O.R. (LADWP RE. DOC. W-14782), AND LADWP WATER SYSTEM ENG. NO. 0613.
- AREA OF EXISTING T/L EASEMENT = 1,700.00 SQ.FT.
PER DEEDS REC. APR. 8, 1916 AND MAY 23, 1916, BKS. 5244 AND 6278, PP. 51 AND 181, OF DEEDS (LADWP RE. DOCS. P-196 AND P-407 RESPECTIVELY).
- AREA TO BE ACQUIRED = 407.92 SQ.FT.
- AREA N.E'LY OF 36-FT. WIDE R/W = 521.17 SQ.FT.
(WITHIN 150-FT. WIDE T/L R/W)
- AREA SW'LY OF 36-FT. WIDE R/W = 770.91 SQ.FT.
(WITHIN 150-FT. WIDE T/L R/W)
- AREA OF LARGER PARCEL = 1,700.00 SQ.FT.

ABBREVIATIONS:
 CALC. CALCULATED
 DOC. DOCUMENT
 LACMTA LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY
 POR. PORTION OF REAL ESTATE
 REC. RECORDED
 R/W RIGHT-OF-WAY
 S.C.E. SOUTHERN CALIFORNIA EDISON
 S.P.R.R. SOUTHERN PACIFIC RAILROAD
 T/L TRANSMISSION LINE
 WSFB WATER SYSTEM FIELD BOOK

ALL DATA SHOWN ARE FOR INTERNAL USE OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND ARE TO BE USED FOR REFERENCE ONLY.

- NOTES:**
 1. BASIS OF BEARING:
 Q OF CHANDLER BLVD. HAVING A BEARING OF N 68°17'52" E
 PER LADWP WSFB 174-177, P. 2
 2. PARCEL INDEX DRAWING NO. E494

CITY OF BURBANK
 COUNTY OF LOS ANGELES
 STATE OF CALIFORNIA

R/W NO. 13224-1
 RE FILE NO. W-36901
 WORK ORDER NO. UAP36
 COORDINATE FILE NO. 174-180
 CITY BURBANK CADASTRAL MAP NO. 71
 ASSESSOR'S MAP NO. 2476-013-B01
 THOMAS BROS MAP NO. 563-C2

REVISIONS			REFERENCES			SCALE AS SHOWN			APPROVED		
NUMBER	DATE	NOTICE LOCATION DESCRIPTION	APPROVED	R/W NOS. 13224 AND 13224-2	DESCRIPTION	DATE	DATE	DATE	DATE	DATE	DATE
				LADWP WATER SYSTEM ENG. NO. C2075							
				AND LADWP RE. ENG. NO. B 292							
				LADWP POWER SYSTEM ENG. NO. 16 CW3							
					FILE NAME	1813224-1					

RIVER SUPPLY CONDUIT IMPROVEMENT PROJECT - UPPER REACH UNIT 7
 PARCEL 1
 36-FOOT WIDE STRIP R/W TO BE ACQUIRED WITHIN SOUTHERN CALIFORNIA EDISON COMPANY PROPERTY
 CITY OF BURBANK, WHITNALL HIGHWAY
 W/O THE INTERSECTION OF CHANDLER BLVD. AND PASS AVE.

DEPARTMENT OF WATER AND POWER
 WATER ENGINEERING & TECHNICAL SERVICES
 CITY OF LOS ANGELES
 DRAWING NUMBER
C2074