August 2, 2016

Advice Letter 3411-E

Russell G. Worden
Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, CA 91770

SUBJECT: Request by SCE for Approval to Convey Two Easements, One Easement to CRP Oakmont Santa Anita, L.L.C. and One Easement to the City of Rancho Cucamonga over SCE Owned Parcels of Property

Dear Mr. Worden:

Advice Letter 3411-E is withdrawn per SCE withdrawal letter dated July 28, 2016.

Sincerely,

Edward Randolph
Director, Energy Division
May 20, 2016

ADVICE 3411-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Request by Southern California Edison Company for Approval
to Convey Two easements, One Easement to CRP Oakmont
Santa Anita, L.L.C. and One Easement to the City of Rancho
Cucamonga over SCE Owned Parcels of Property

PURPOSE

Southern California Edison Company (SCE) respectfully requests authorization from the California Public Utilities Commission (“CPUC”) pursuant to Section 851 of the Public Utilities Code and CPUC General Order (GO) 173 to convey one easement to CRP Oakmont Santa Anita, L.L.C. (firelane easement) and one easement to the City of Rancho Cucamonga for the purpose of extending Santa Anita Ave (road easement).

PROPERTY DESCRIPTION / CONDITION / USE

SCE owns an L shaped parcel of property located east of I-15, North of 6th Street, West of Etiwanda Avenue, and South of Arrow Route in the City of Rancho Cucamonga (San Bernardino County). SCE’s parcel consists of several transmission towers and transmission lines. SCE facilities include: two towers serving the Padua-Rancho Vista 220kV line; two towers serving the Lugo-Rancho Vista 500kV line; five poles serving the Etiwanda-Arborc-Forge-MWD Reduction 66kV line; and twelve poles serving the Etiwanda-Arbo-Cucamonga-Genamac 66kV line. Due to existing developments surrounding SCE property, access points to SCE facilities are limited, however, the proposed extension of Santa Anita Avenue would provide an additional access point, and improve SCE’s access to facilities. By virtue of its L shape, SCE’s property is adjacent to and partially wraps around three vacant parcels of property owned by CRP Oakmont Santa Anita, L.L.C (“Oakmont”). The Oakmont parcels are bordered to the North and East by a railroad track and to the West and South by SCE’s property. As such, the parcels are landlocked to the South and West.
Oakmont proposes to develop an approximately 339,000 square foot warehouse/industrial building on its property. To facilitate the development, Oakmont has requested the subject easements. The first easement is a vehicular roadway easement to the City of Rancho Cucamonga that would extend Santa Anita Avenue from its current terminus over SCE’s property. Santa Anita Avenue would then connect and provide a point of access to the Oakmont property. The second easement would be to CRP Oakmont Santa Anita, LLC, to enable Oakmont to develop a private roadway on the northern portion of SCE’s property which ultimately may be used for fire and emergency vehicle access.

An aerial photograph depicting the parcels and general location of the requested easements is attached as Exhibit “A.” Copies of the two easements are attached as Exhibit “B.”

**INTENDED USE**

Upon conveyance, Oakmont intends to extend Santa Anita Avenue (a public street) to reach the Southern border of the Oakmont property. Oakmont will also build a vehicle fire lane. The easements will ultimately facilitate the development of a 339,000 square foot warehouse on the Oakmont property.

**FINANCIAL TERMS OF TRANSACTION / USE OF FINANCIAL PROCEEDS / IMPACT TO RATEBASE**

SCE seeks to convey the subject easements to Oakmont and the City of Rancho Cucamonga (see attached Exhibit “B”). Oakmont has agreed to pay SCE $271,747 (total) for both easements.

**PROPERTY VALUE**

SCE’s property (including land not encompassed by the easements) was acquired in the 1960s. A fair market appraisal was conducted in support of the conveyance of the two easements. The appraisal concluded that the combined value of the easements is $271,747.

The appraiser ultimately derived value in accordance with accepted appraisal principles and methodologies with full consideration given to zoning, development potential and the use the property is capable of producing. SCE’s in-house appraiser reviewed the appraisal and agreed with the methodology and easement value determined.

Neither the property underlying the easements (which is not being conveyed) nor the easement themselves have a fair market value in excess of $5,000,000. Therefore, pursuant to General Order 173, the transaction may be approved by an advice letter filing.
FUTURE TRANSACTIONS

There are no future transactions by SCE and either Oakmont or the City of Rancho Cucamonga related to the present transaction.

ENVIRONMENTAL REVIEW / CEQA COMPLIANCE

The instant transaction (grant of easements) facilitates the development of a public road and a fire lane which are components of Oakmont’s warehouse development. The City of Rancho Cucamonga will be the lead agency under the California Environmental Quality Act and will review the project (inclusive of the subject roads) in accordance with the City Code. A copy of a letter from the City of Rancho Cucamonga confirming that it shall serve as the lead agency and the project’s initial environmental report are attached as Exhibit “C.”

PUBLIC INTEREST

SCE respectfully submits that the conveyance of the easements will not have an adverse impact on the public interest or on the ability of SCE to provide safe and reliable service to customers at reasonable rates. The easements reserve to SCE the right to construct, maintain, use, and operate its facilities (See, Section 1). Moreover, the easements may not be utilized in a manner that unreasonably endangers or interferes with SCE’s operations/use of its property and imposes safety clearances (See Sections 2, 3, 5 and 6).

PARTIES

Upon authorization from the Director of the Energy Division or other CPUC designee, the parties to this transaction will be SCE and CRP Oakmont Santa Anita, L.L.C., and SCE and the City of Rancho Cucamonga. Any communications related to this advice letter should be sent to the following parties:

Any communications to the Oakmont should be directed to:

Mr. John Atwell  
Senior Vice President  
Oakmont Industrial Group  
3520 Piedmont Road, Ste. 100  
Atlanta, Georgia, 30305
Any communications to the City of Rancho Cucamonga should be directed to:

Dominick Perez  
City of Rancho Cucamonga  
1500 Civic Center Dr.  
P.O. Box 807  
Rancho Cucamonga, CA 91729-0807  
(909)-477-2750

Any communications to SCE regarding this advice letter should be sent to SCE as follows:

Ms. Melissa Suzanne Vianzon  
SCE Land Management  
2885 Foothill Blvd.  
Rialto, CA 92376  

With a copy to:

Mark A. Rothenberg, Esq.  
Counsel for SCE  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
(626) 302-6916  
Mark.A.Rothenberg@sce.com

**TIER DESIGNATION**

Pursuant to GO 96-B, Energy Industry Rule 5.2, this advice letter is submitted with a Tier 2 designation.

**EFFECTIVE DATE**

SCE requests that this advice filing become effective on June 19, 2016, the 30th calendar day after the date filed.

**NOTICE**

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be submitted to:
ADVICE 3411-E
(U 338-E) - 5 - May 20, 2016

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: Edtariffunit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division,
Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should
also be sent by letter and transmitted via facsimile or electronically to the attention of:

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

With a copy to:
Mark A. Rothenberg
Attorney
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-1926
Email: Mark.A.Rothenberg@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth
specifically the grounds upon which it is based and must be received by the deadline
shown above.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice
filing to the interested parties shown on the attached GO 96-B list and, in accordance
with Resolution ALJ-244, on the Energy Division, the Commission Office of Ratepayer
Advocates, the Commission CEQA Team (clu@cpuc.ca.gov; inr@cpuc.ca.gov;
Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission’s Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE’s corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE’s web site at https://www.sce.com/wps/portal/home/regulatory/advice-letters.

For questions, please contact Mark A. Rothenberg at (626) 302-6916 or by electronic mail at mark.a.rothenberg@sce.com.

Southern California Edison Company

/s/ Russell G. Worden
Russell G. Worden

RGW:gs/mar:jm
Enclosures
**Company name/CPUC Utility No.:** Southern California Edison Company (U 338-E)

**Utility type:**
- ☑ ELC
- ☐ GAS
- ☐ PLC
- ☐ HEAT
- ☐ WATER

**Contact Person:** Darrah Morgan

**Phone #:** (626) 302-2086

**E-mail:** Darrah.Morgan@sce.com

**E-mail Disposition Notice to:** AdviceTariffManager@sce.com

**EXPLANATION OF UTILITY TYPE**

<table>
<thead>
<tr>
<th>ELC = Electric</th>
<th>GAS = Gas</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLC = Pipeline</td>
<td>HEAT = Heat</td>
</tr>
<tr>
<td>WATER = Water</td>
<td></td>
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</tbody>
</table>

**Advice Letter (AL) #:** 3411-E  
**Tier Designation:** 2

**Subject of AL:** Request by Southern California Edison Company for Approval to Convey Two easements, One Easement to CRP Oakmont Santa Anita, L.L.C. and One Easement to the City of Rancho Cucamonga over SCE Owned Parcels of Property

**Keywords (choose from CPUC listing):** Compliance

**AL filing type:** ☑ One-Time  
☐ Monthly  
☐ Quarterly  
☐ Annual  
☐ Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

**Does AL replace a withdrawn or rejected AL?** If so, identify the prior AL:

**Summarize differences between the AL and the prior withdrawn or rejected AL:**

**Confidential treatment requested?** ☑ Yes  
☐ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/access to confidential information:

**Resolution Required?** ☑ Yes  
☐ No

**Requested effective date:** 6/19/16  
**No. of tariff sheets:** -0-

**Estimated system annual revenue effect:** (%):

**Estimated system average rate effect:** (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

**Tariff schedules affected:**

**Service affected and changes proposed:**

**Pending advice letters that revise the same tariff sheets:** None

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1 Discuss in AL if more space is needed.
Protests and all other correspondence regarding this AL are due no later than 20 days after the date of
this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover
Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

With a copy to:

Mark A. Rothenberg
Attorney
2244 Walnut Grove Avenue, 3rd Floor
Rosemead, CA 91770
Facsimile: (626) 302-1926
Email: Mark.A.Rothenberg@sce.com
EXHIBIT A
EXHIBIT B
SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to CRP OAKMONT SANTA ANITA L.L.C., a Delaware limited liability company, hereinafter called "Grantee", an easement for fire lane purposes, in, on, under, over, along and across that certain real property in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows:

Portion of the Southwest quarter of Section 8, Township 1 South, Range 6 West, San Bernardino Base and Meridian, according to the Official Plat of said land as filed in the District Land Office.

Said fire lane 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,
Grant of Easement
S.C.E., a corporation to
CRP OAKMONT SANTA ANITA L.L.C.
Serial No. 70850A
RP File No.: GRT202786188
Affects SCE Document(s): 192043 and 226521

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 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 Grantee.

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 thirty (30.00) 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 fire lane 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. 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.

12. 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.

13. 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.

14. 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%).

15. Grantee agrees to provide twenty (20)-foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40) tons on a three axle truck at (such/a) locations specified by the Grantor.

This easement shall not become effective unless and until the California Public Utilities Commission approves it pursuant to Section 851 of The Public Utilities Code.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this 14th day of September, 2015.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By: Melissa S. Vianzon
Land Services Agent
Real Properties Department
Grant of Easement
S.C.E., a corporation to
CRP OAKMONT SANTA ANITA L.L.C.
Serial No. 70850A
RP File No.: GRT202786188
Affects SCE Document(s): 192043 and 225521

"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 SAN BERNARDINO

On SEPTEMBER 14, 2015 before me, CAROL J. BROWN, a Notary Public, personally appeared MELISSA S. VIANZON, 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 ________ CAROL J. BROWN

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 10th day of September, 2015.

CRP OAKMONT SANTA ANITA L.L.C., a Delaware limited liability company

By: ________

Name: Stephen L. Nelson

Title: Authorized Signatory
Grant of Easement
S.C.E., a corporation to
CRP OAKMONT SANTA ANITA L.L.C.
Serial No. 70850A
RP File No.: GRT202786188
Affects SCE Document(s): 192043 and 226521

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 Fulton )

On Sept. 10, 2015 before me, Kim Chi T. Bui, a Notary Public, personally appeared Stephen Nielsen, 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 ________________________

[Notary Public Seal]

Kim Chi Thi Bui
Notary Public-Georgia
Fulton County
My Comm. Expires April 30, 2017
Grant of Easement  
S.C.E., a corporation to  
CRP OAKMONT SANTA ANITA L.L.C.  
Serial No. 70850A  
RP File No.: GRT202786188  
Affects SCE Document(s): 192043 and 226521

*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 ______________________

*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
CRP OAKMONT SANTA ANITA L.L.C.
Serial No. 70850A
RP File No.: GRT202786188
Affects SCE Document(s): 192043 and 226521
EXHIBIT "A"
LEGAL DESCRIPTION
FIRE LANE EASEMENT

That portion of the Southwest Quarter of Section 8, Township 1 South, Range 6 West, San Bernardino Meridian, in the City of Rancho Cucamonga, County of San Bernardino, State of California, being a strip of land, 26.00 feet in width, the centerline of said strip being described as follows:

Commencing at the intersection of a line being parallel with and 50.00 feet Southerly of the centerline of the A.T. & S.F. Railroad Right-of-Way and a line being parallel with and 440.00 feet Easterly of the West line of said Section 8, as said intersection is shown on the Record of Survey as filed in Book 40, Page 62, of Records of Survey, in the office of the County Recorder of said county; thence South 00°12'15" West 20.01 feet along said line being parallel with and 440.00 feet Easterly of the West line of said Section 8 to the TRUE POINT OF BEGINNING of said centerline; thence leaving said parallel line South 87°56'33" West 305.31 feet to the beginning of a curve concave Southerly having a radius of 200.00 feet; thence Westerly 36.80 feet along said curve through a central angle of 10°32'29"; thence South 77°24'04" West 29.19 feet to a point on a line being parallel with and 70.00 feet Easterly of the West line of said Section 8.

The sidelines of said strip of land to be lengthened or shortened to originate in said line being parallel with and 440.00 feet Easterly of the West line of said Section 8 and to terminate at said line being parallel with and 70.00 feet Easterly of the West line of said Section 8.

Containing an area of 0.222 acres (9,674 square feet), more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto, and by this reference made a part hereof.
SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to CITY OF RANCHO CUCAMONGA, a municipal corporation, hereinafter called "Grantee", an easement for street purposes, in, on, under, over, along and across that certain real property in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows:

Portions of Lots 94 and 95 of the Map of Rochester, as per map filed in Book 9, Page 20 of Maps, in the Office of the County recorder of said County.

Said street 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 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 thirty (30.00) 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 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. 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.

12. This easement is further given to accommodate the development of a warehouse at property identified by Assessor's Parcel Numbers 0229-271-24, 25 and 26. This easement will expire and be of no further force and effect to the extent that a certificate of occupancy is not issued for said warehouse by December 31, 2018.

13. 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.

14. 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.

15. 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%).

16. Grantee agrees to provide twenty (20)-foot wide commercial type driveway(s) with curb depression(s) capable of supporting forty (40) tons on a three axle truck at (such/a) locations specified by the Grantor.

17. This easement shall not become effective unless and until the California Public Utilities Commission approves it pursuant to Section 851 of the Public Utilities Code. To the extent the California Public Utilities Commission rejects or otherwise conditions this Easement, then Grantor may terminate same on ten (10) days notice to Grantee.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this 9th day of March, 2016.

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: Melissa S. Vianzon
Land Services Agent
Real Properties Department
Grant of Easement
S.C.E., a corporation to
CITY OF RANCHO CUCAMONGA
Serial No. 70845A
RP File No.: GRT202786188
Affects SCE Document(s): 192043

"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 SAN BERNARDINO,

On MARCH 9, 2016 before me, CAROL J. BROWN, a Notary Public, personally appeared MELISSA S. VIANZON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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  Carol J. Brown

CAROL J. BROWN
Commission # 2127030
Notary Public - California
Riverside County
My Comm. Expires Oct 15, 2019
Grant of Easement
S.C.E., a corporation to
CITY OF RANCHO CUCAMONGA
Serial No. 70845A
RP File No.: GRT202786188
Affects SCE Document(s): 192043

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 2 day of March, 2016.

CITY OF RANCHO CUCAMONGA, a California
corporation

By: ____________________________

Name: Sam Spagnolo

Title: Mayor Pro-Tem

By: ____________________________

Name: ____________________________

Title: ____________________________
2016 All Capacity Acknowledgment

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 SAN BERNARDINO )
CIVIL CODE, SECTION 1181, 1184)

On March 2, 2016, before me, Adrian Garcia, CMC, Assistant City Clerk of the City of Rancho Cucamonga, personally appeared Sam Spagnolo, Mayor Pro Tem of the City of Rancho Cucamonga, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Officer]
Adrian Garcia, CMC
Assistant City Clerk
City of Rancho Cucamonga
EXHIBIT "A"
LEGAL DESCRIPTION
SANTA ANITA AVENUE
SER 70845A

THOSE PORTIONS OF LOTS 94 AND 95 OF THE MAP OF ROCHESTER, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 9, PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SANTA MARGARITA COURT AND SANTA ANITA AVENUE AS SAID INTERSECTION IS SHOWN ON PARCEL MAP NO. 16539, AS FILED IN BOOK 206, PAGES 85, 86 AND 87 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE CENTERLINE OF SAID SANTA ANITA AVENUE NORTH 00°04'58" EAST 175.09 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 4 OF SAID PARCEL MAP NO. 16539, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY PROLONGATION SOUTH 89°52'25" WEST 33.00 FEET TO THE NORTHEAST CORNER OF PARCEL 4 OF SAID PARCEL MAP NO. 16539; THENCE NORTH 00°04'58" EAST 339.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 96.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 25.13 FEET; THENCE TANGENT TO SAID CURVE NORTH 14°55'02" WEST 31.29 FEET TO THE NORTHERLY LINE OF THE SOUTH 65.00 FEET OF SAID LOT 95 AS SHOWN ON MAP FILED IN BOOK 40 PAGE 62 OF RECORD OF SURVEYS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID NORTHERLY LINE NORTH 89°55'01" EAST 88.81 FEET; THENCE SOUTH 15°04'58" WEST 31.56 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING RADIUS 96.00 FEET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 25.13 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE SOUTH 00°04'58" WEST 339.53 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 11 OF SAID PARCEL MAP NO. 16539; THENCE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 11 TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.61 ACRES MORE OR LESS.

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

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION

ROBERT B STANFORD JR., PLS-4457
EXPIRES: SEPTEMBER 30, 2017
DATE: NOVEMBER 30, 2015

LD-HZ-199
JN 302045.01
11/30/2015
EXHIBIT C
September 1, 2015

Southern California Edison  
Attn: Melissa Vianzon  
2885 Foothill Boulevard  
San Bernardino, CA 92410


Dear Ms. Vianzon,

My name is Dominick Perez and I am an Assistant Planner with the City of Rancho Cucamonga. This letter is to confirm that a Design Review application (DRC2015-00797) was submitted on August 12, 2015 by RGA on behalf of CRP Oakmont Santa Anita, LLC for the construction of a new 339,000-square-foot tilt-up industrial building on a vacant 16.28-acre site located north of 6th Street and Santa Anita Avenue - APNs: 0229-271-24, 25 and 26. This is also to clarify that the City of Rancho Cucamonga will be the lead agency in reviewing this project for compliance with the California Environmental Quality Act (CEQA). That being said, the project will undergo the appropriate level of public review per CEQA guidelines. At this time, no other entitlements other than a Design Review is required.

Should you have any questions or comments regarding this project, please do not hesitate to contact me at (909) 477-2750, extension 4315, Monday through Thursday, 7:00 a.m. to 6:00 p.m. or email me at dominick.perez@cityofrc.us.

Sincerely,

Dominick Perez  
Assistant Planner

DP/jp