

Southern California Edison
WODUP A.13-10-020

DATA REQUEST SET A.13-10-020 WODUP ED-SCE-04

To: ENERGY DIVISION
Prepared by: Brent Scharnberg
Title: Real Properties Project Manager
Dated: 04/24/2014

Question REC-1:

PEA Table 4.15-1 lists a number of recreational resources within the existing WOD corridor including amenities such as bike lines and trails and activities, such as camping and hunting. As highlighted in PEA Section 4.15.1.3, Local Recreational Areas, some recreational areas, such as the Noble Creek Regional Park, include several acres located within the existing WOD corridor. The Stetson Community Park is located entirely within the Proposed Project boundaries. As highlighted in PEA Section 4.15.4.2, NEPA Impact Assessment, during the construction period recreational users would not be allowed access to the existing recreational areas located within the existing WOD corridor.

Please provide use agreements for all recreational facilities located in the project ROW, including Stetson Community Park and Oak Valley Park.

Response to Question REC-1:

Pursuant to the conversation conducted on August 21, 2014, SCE agreed to provide the CPUC with several sample easements for review and consideration in response to this data request. The two sample easements SCE is providing are from 1945 and 1960, both of which have similar language to what was discussed during the meeting.

DEED

(Right of Way Easement)

254612

The undersigned **LOTHAR FRANK, OSCAR STEIN and LEONARD BENNETT CLINGER**, hereinafter called Grantors, for valuable consideration receipt of which is hereby acknowledged, do hereby grant and convey to Grantee **CALIFORNIA ELECTRIC POWER COMPANY**, a corporation, its successors and assigns, the following and hereinafter described right of way easement and rights for an electric transmission line upon, over and across that certain parcel of land and real property located in the County of Riverside, State of California, described as follows:

33616

That portion of Section 32, Township 2 South, Range 1 West, S.B.B.& M., located and lying North of the Northeasterly line of that certain strip of land and real property (constituting and being a part of said Section 32) conveyed to the State of California for freeway purposes by deed recorded October 31, 1949 in Book 1119, page 172, of Official Records, Records of Riverside County, California; Excepting and Excluding from said portion of said Section 32 the North half of the Northeast quarter of said Section 32.

That portion of the Northeast quarter of Fractional Section 5, Township 3 South, Range 1 West, S.B.B.& M., located and lying North of the Northeasterly line of those certain strips of land and real property (constituting and being a part of said Northeast quarter of Fractional Section 5) condemned and acquired by the State of California for State highway purposes by Final Order of Condemnation, dated July 30, 1943, of the Superior Court of the State of California, in and for the County of Riverside, in action and proceeding No. 32726, in said Court, and recorded in Book 587, page 380, Official Records of Riverside County, California, and by deed recorded October 31, 1949, in Book 1119, page 172, Official Records of said Riverside County.

All of Section 33, Township 2 South, Range 1 West, S.B.B.& M., and the North half of the Southwest quarter of the Southwest quarter of Section 34, Township 2 South, Range 1 West, S.B.B.& M.

The electric transmission line right of way easement hereby granted and conveyed upon, over and across said hereinbefore described parcel of land and real property is particularly described as follows:

A perpetual right of way easement 100 feet in width, measured at right angles 50 feet on each side of the hereinafter described center line of said right of way easement, for the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling of an electric transmission line for the transmission and distribution of electricity for light, heat and power and all other purposes for which electricity may be used, which transmission line shall include and consist of fifteen 2-pole, H-frame type, wood pole supports not exceeding 90 feet in height with 9 feet or less below ground surface, and one 3-pole type, wood pole support not exceeding 90 feet in height with 9 feet or less below ground surface, supporting and carrying one 3-phase circuit (3 conductor wires) and two aerial grounding wires; together with all necessary crossarms, conductors, wires, cables, insulators, guys, anchors, cross and angle braces, supports, groundings, attachments, fixtures and appurtenances on, attached to, and connected with said pole supports of said transmission line. Said right of way easement shall also include the rights in perpetuity hereinafter set forth and described.

The center line of said transmission line right of way easement herein granted upon, over and across said parcel of land and real property is described as follows:

BEGINNING at a point on the West line of the Northwest quarter of Section 32, Township 2 South, Range 1 West, S.B.B. & M., distant thereon South 1° 46' West 943.0 feet from the Northwest corner of said Section 32, and running thence South 73° 25' East 10,367.7 feet to an angle point designated and hereinafter referred to as Angle Point "A", (said Angle Point "A" being also a point on the Westerly prolongation of a line that is parallel to and 50 feet Northerly, measured at right angles, from the South line of the North half of the Southwest quarter of Section 34, Township 2 South, Range 1 West, S.B.B. & M.), thence along the Westerly prolongation of said line North 89° 51' 35" East 597 feet, more or less, to a point on the East line of the Southeast quarter of Section 33, Township 2 South, Range 1 West, S.B.B. & M.

ALSO BEGINNING at said Angle Point "A" and running thence South 8° 13' West 110 feet to a point in the Southeast quarter of the Southeast quarter of said Section 33.

The pole supports (the centers thereof) of said transmission line upon and within said right of way easement herein granted shall be located 354.9 feet, 1017.0 feet, 1675.4 feet, 2370.3 feet, 3018.9 feet, 3674.7 feet, 4519.5 feet, 5164.3 feet, 5809.1 feet, 6453.9 feet, 7399.1 feet, 8112.6 feet, 8873.7 feet, 9624.6 feet, 10,367.7 feet, (3-pole support) and 10,817.7 feet, respectively, from the West line of said hereinbefore described parcel of land and real property, all measured along the hereinbefore described center line of said transmission line right of way easement herein granted.

The conductor wires of said transmission line shall be erected and maintained at a minimum height of not less than 30 feet above ground surface, and the Grantee, its successors and assigns, shall have the right as against the present and future owners, lessees, occupants and users of the hereinbefore described parcel of land, to maintain said conductor wires at said minimum height, and Grantee shall not be required to raise or increase the height of said conductor wires above said minimum height.

For and in connection with said electric transmission line and the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling thereof, and incidental to said electric transmission line right of way easement therefor herein granted and conveyed, it is understood and agreed that said right of way easement shall include the following stated rights in perpetuity hereby granted and conveyed by Grantors to Grantee, its successors and assigns, which rights are particularly described as follows:

1. The right of ingress to, egress from and travel upon and along said right of way easement, on foot, or with teams, trucks, automobiles, tractors and other mobile equipment for the transportation of workmen, materials, equipment and supplies, for all purposes of the Grantee in connection with and incidental to the construction, maintenance, operation, reconstruction, replacement, improvement, repair, inspection and patrolling of said transmission line.

2. The right to clear said transmission line right of way easement and keep the same free and clear of trees for the protection of said transmission line and the conductor wires thereof, against contact, interference, interruption, fire, damage and other hazards, and for the safe and proper maintenance and operation of the same, and for that purpose to trim, cut back or

top any or all trees now or hereafter existing within the limits of said right of way easement, to a height of not less than 22 feet above ground surface; and the right to clear and keep clear said transmission line right of way easement and to have the same kept clear and free of buildings, structures, wells, well drilling equipment, derricks, booms and brush, shrubs, inflammable, combustible and explosive materials, for protection of said electric transmission line and the conductor wires thereof against fire, damage, contact, interference, interruption, impairment of clearance and other hazards.

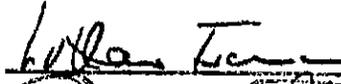
3. The right to trim and cut back or top any or all trees now or hereafter existing outside the limits of said transmission line right of way easement so far, and only so far, as to assure that any such tree or trees, if felled or blown over, will not contact said electric transmission line conductor wires, or any thereof.

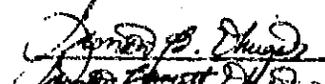
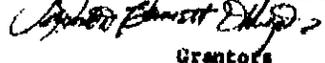
The transmission line right of way easement herein granted shall be subject to be crossed and recrossed by the Grantors herein and future owners of the hereinbefore described parcel of land and real property within and surrounding said right of way easement, and the Grantors and future owners of said parcel of land and real property within and surrounding said right of way easement shall retain and have the right to possess, use and enjoy said parcel of land and real property for any and all lawful purposes including agricultural, commercial and residential purposes, subject to and in a manner not inconsistent with or injurious or detrimental to the right of way easement and rights herein granted and conveyed.

The Grantee shall not have the right to fence or enclose said transmission line right of way easement, but the Grantors and future owners, lessees and occupants of said parcel of land and real property within and surrounding said right of way easement shall have the right to construct and maintain fences along the exterior lines of and across said right of way easement. The Grantee shall have the right, but shall not be required, to construct, furnish, install and use gates in any and all such fences, convenient for ingress to and egress from said right of way easement by the Grantee in the manner and for the purposes hereinbefore stated, and any and all such gates may be locked with the Grantee's locks, provided that the present and future owners, lessees and occupants of said parcel of land and real property within and surrounding said right of way easement may also have locks to any such gates, but such locks being so installed as to permit such gates to be opened by either the Grantee or Grantors and such future owners, lessees and occupants.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors, successors in ownership and estate, assigns and lessees of the respective parties hereto; and all covenants and agreements herein contained shall run with the land.

Signed and dated in execution hereof this 23 day of December, 19 60.





Grantors

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss.

On this 29th day of December, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LOTHAR FRANK, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Patricia Patterson
Notary Public in and for said County and State.
My Commission Expires April 27, 1963

STATE OF CALIFORNIA,)
COUNTY OF Los Angeles,) ss.

On this 2nd day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared OSCAR STEIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Barbara McCormick
Notary Public in and for said County and State.
BARBARA MCCORMICK
My Commission Expires October 9, 1964

STATE OF CALIFORNIA,)
COUNTY OF Los Angeles,) ss.

On this 2nd day of February, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEONARD BENNETT GLINGER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Barbara McCormick
Notary Public in and for said County and State.
BARBARA MCCORMICK
My Commission Expires October 9, 1964

14161
RECEIVED FOR RECORD
FEB 17 1961
5 Min. Post. 11 o'clock A.M.
At Request of
Calif. Electric Co
Recorded in Official Records
BOOK 2852 PAGE 201
Et. Sec., Records of Riverside County, California
Jack R. [Signature] Records
PEPS 3

RIGHT-OF-WAY EASEMENT

83608

THE UNDERSIGNED, R. J. STROTHERS and MARGARET E. STROTHERS, husband and wife,

for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, its successors and assigns, those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, remove, repair and renew two electric transmission lines consisting of steel towers, wires, cables and other structures, including ground wires, both overhead and underground, and communication circuits with necessary and convenient foundations, insulators and cross-arms placed on said towers, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, upon, over and across a strip of land 300 feet wide upon the following described lands and premises, situated in the County of Riverside, State of California, to-wit:

The North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of Section 34; all of Section 33; the South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of Section 32; and those portions of the West one-half (W 1/2) and of the Southeast one-quarter (SE 1/4) of said Section 32 which lie Northeasterly from the State Highway right of way as now established through said Section 32, all in Township 2 South, Range 1 West, S.B.B. & N.

Said strip of land is described as follows:

A strip of land, 300 feet wide, the Southerly and Northerly boundary lines of which are parallel with and, respectively, 100 feet Southerly and 200 feet Northerly from a line described as follows:

Beginning at a point in the center line of Beaumont Avenue, 100 feet wide, as shown on map of Tract No. 11, Walkers' Subdivision, recorded in Book 9 of Maps, page 71, records of said Riverside County, which point is North 00° 03' 25" West, 1086.44 feet, measured along said center line from a nail set in concrete at the intersection of said center line with the South line of said Section 34; thence from said point of beginning South 89° 51' 35" West 1397.76 feet, more or less, to a point in the West line of said Section 34, distant North 01° 00' 05" East, 1085.59 feet, measured along said West line, from a one-inch iron pin set for the Southwest corner of said Section 34; thence continuing South 89° 51' 35" West, 522.15 feet to a point; thence North 73° 25' 00" West, 10,454.5 feet, more or less, to a point in the West line of said Section 32, distant South 01° 45' 40" West, 1202.34 feet, measured along said West line of Section 32, from the Northwest corner of said Section 32, said last mentioned point being also North 01° 45' 40" East, 1433.43 feet, more or less, measured along said West line of Section 32, from the West one-quarter corner of said Section 32.

The side lines of said strip of land to be shortened or extended so as to terminate in the most Easterly and Westerly lines of the above described lands of the

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H. L. WHEELER & COMPANY
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Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said right of way strip.

Together with all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of said Grantee, its successors or assigns.

The Grantors reserve the rights for water pipe lines and roads under and across the land described in this easement provided these rights do not interfere with the operation and maintenance of the transmission lines of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the Grantor, for the purpose of permitting convenient entry to said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with Grantee's locks, and also, if the Grantor so desires, may be locked with the Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance from conductors to the surface of the ground that may be required by the orders of the State Railroad Commission, or other Governmental body having jurisdiction thereof, or as may be necessary for the economical construction, maintenance and operation of said transmission lines.

The Grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, without interference with the rights herein granted to the Grantee, its successors or assigns, provided that said Grantor, his heirs, successors or assigns, in the use of said land, shall not permit or allow any accumulation of explosive or inflammable materials within the said right of way strip or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said transmission lines. In case the Grantor, his heirs or assigns, shall grow orchard or other trees within the limits of said right of way strip, they shall not permit the same to attain a height in excess of 18 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors and assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this easement does not convey to the Grantee any right, title or interest in any oil, gas or hydrocarbon substances or minerals within the limits of the right of way strip or otherwise, but that the Grantor, in prospecting for or developing oil, gas, hydrocarbon substances or minerals, will do so from adjacent land and in such a manner as not to interfere with the structures erected by the Grantee or with the operation of the transmission lines of the Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said Grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto SOUTHERN CALIFORNIA EDISON COMPANY LTD., its successors and assigns forever.

IN WITNESS WHEREOF, We have hereunto set hand at this Tenth day of August, 1945.
WITNESS:

R. J. Struthers
Margaret E. Struthers

STATE OF California }
COUNTY OF Riverside } ss.

On this 10th day of August, 1945, before me, Joseph S. Long, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared R. J. Struthers and Margaret E. Struthers known to me to be the person and whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Joseph S. Long
Notary Public in and for the County of _____, State of _____

STATE OF CALIFORNIA, }
COUNTY OF _____ } ss.

On this _____ day of _____ in the year one thousand, nine hundred and _____ A.D., before me, _____, a Notary Public in and for said County, personally appeared _____ personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of _____ State of California, that he was present and saw _____

personally known to him to be the same person _____ described in and whose name _____ subscribed to the within instrument as a party thereto, sign, execute and deliver the same; and that he acknowledged to said affiant that he executed the same; and that he, the affiant, then and there subscribed _____ name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Notary Public in and for the County of _____ State of California

No. 147414/27246-2

WHEN COPIED, refer

to So. Calif. Edison Co.

Edison Bldg.
SECURITY TITLE INSURANCE AND TRUST CO.
Los Angeles, Calif.

3980

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A. Gurnea
B. Johnson

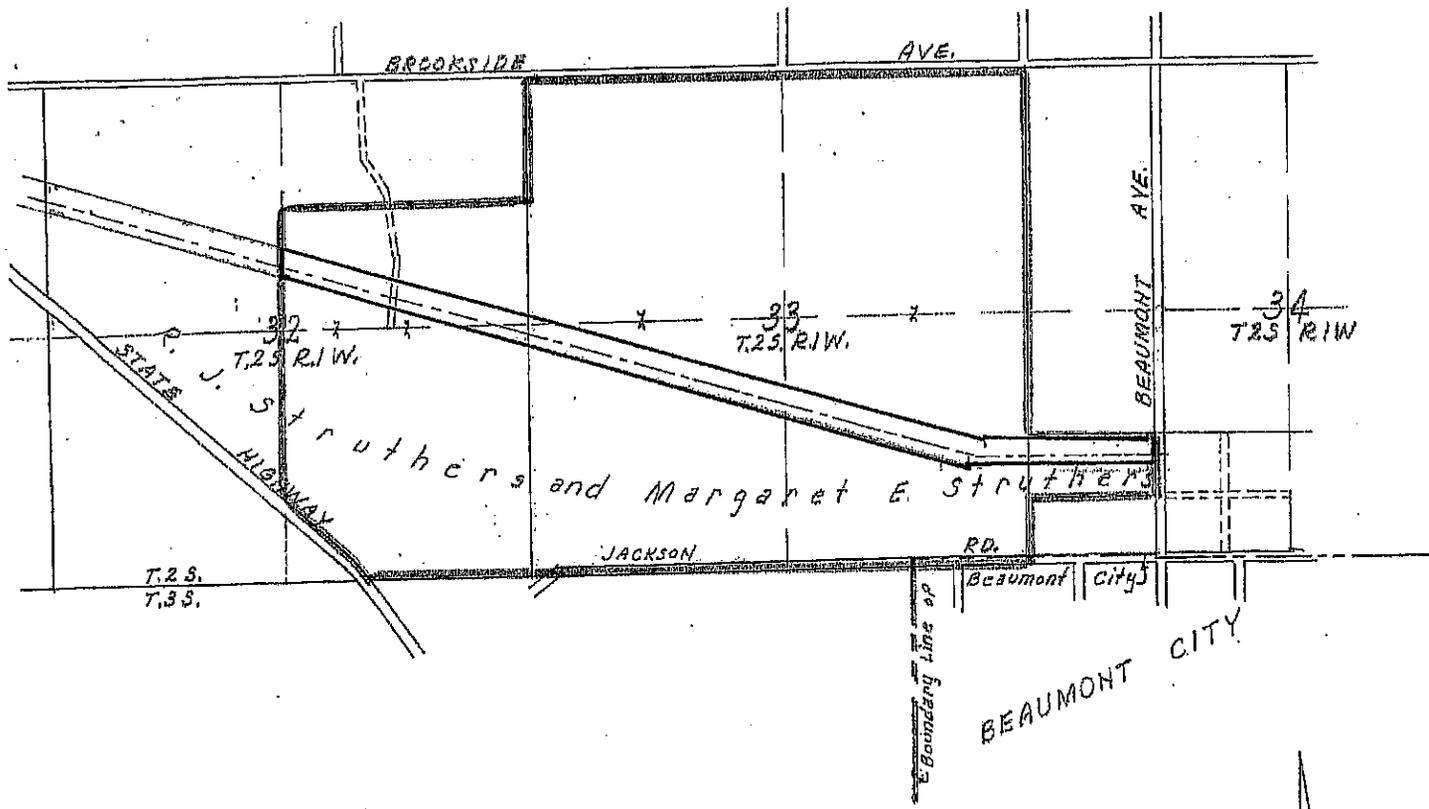
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SECURITY TITLE INS. & TRUST CO.

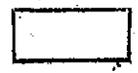
Book 695

Page 550

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... 5/30/45



Property of R.J. Struthers et ux covered by Trust Deed in favor of the Federal Land Bank of Berkeley, Recorded in O.R. 587-51 and a Trust Deed in favor of the Federal Land Bank Commissioner, Recorded in O.R. 586-225



= Proposed Transmission Line Right of Way

SCALE 1" = 2000'



J.O. 5792
THIRD BOULDER TRANSMISSION LINE
 Showing proposed location of Right of Way across Sections 32, 33 and portion of Section 34 in T.2 S. R. 1 W. S.B.B. and M.
 RIVERSIDE COUNTY
 SOUTHERN CALIFORNIA EDISON COMPANY L

Ser. 10143A

K.M.R. 7-16-45