

Recording Requested by:

City Clerk of the City of Anaheim

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ANAHEIM
P.O. BOX 3222
ANAHEIM, CA 92803



EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____

City Clerk, City of Anaheim

(Space Above Line For Recorder's Use Only)

EASEMENT DEED

City Deed # _____

APN # _____

345-142-03

File # _____

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended ("Grantor") **HEREBY GRANTS** to the **CITY OF ANAHEIM**, a municipal corporation ("Grantee") a non-exclusive easement for public utility and telecommunication purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe, and study Grantee's facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits "A" and "B" attached hereto and incorporated by reference herein ("Easement Area"), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said facilities, equipment, and appurtenances.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere

with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

1. RESERVATION: This grant of easement is subject to the following reservations in favor of Grantor: Subject to rights and obligations set forth above, Grantor hereby reserves perpetual access rights across, through, under, and over the Easement Area for the purpose of obtaining access to any above-surface or below surface facilities of Grantor.

2. SUCCESSORS: This Easement Deed, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, Grantor, Grantee, and their respective successors, transferors, and assigns.

3. GOVERNING LAW: This Easement Deed and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California, with venue in Orange County.

4. MAINTENANCE: Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good condition at its sole cost and expense.

5. IMPROVEMENTS: Prior to the commencement of construction of any improvements, Grantee shall coordinate activities on OCWD property with OCWD's Engineering Department, which is located at the OCWD's Fountain Valley Office, 18700 Ward Street, Fountain Valley, CA 92708, (714) 378-3232.

DATED: _____

ORANGE COUNTY WATER DISTRICT,
a public corporation

APPROVED AS TO FORM,
RUTAN & TUCKER LLP

By: _____
Cathy Green, President
Orange County Water District

By: _____
General Counsel,
Orange County Water District

By: _____
Michael R. Markus P.E., General Manager

EXHIBIT 'A'

(UNDERGROUND UTILITY EASEMENT)
LEGAL DESCRIPTION

UD62-24

In the City of Anaheim, County of Orange, State of California

BEING A PORTION OF LOT 1 IN BLOCK "K" OF THE KRAEMER TRACT, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 12, PAGES 87 AND 88 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA

PARCEL 1

A STRIP OF LAND 5.00 FEET WIDE LYING 2.50 FEET ON EITHER SIDE OF THE CENTERLINE OF SAID STRIP AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF EAST MIRALOMA AVENUE AND MILLER STREET THENCE NORTHEASTERLY ALONG THE CENTERLINE OF MIRALOMA AVENUE NORTH 74°02'43" EAST 667.62 FEET; THENCE DEPARTING SAID CENTERLINE IN A NORTHERLY DIRECTION NORTH 15°57'17" WEST 37.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID MIRALOMA AVENUE A 37 FOOT HALF STREET, SAID POINT BEING THE **POINT OF BEGINNING** AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 12.46 FEET THROUGH WHICH POINT A RADIAL LINE BEARS NORTH 69°43'52" EAST, THENCE ALONG THE ARC OF SAID CURVE 5.12 FEET THROUGH A CENTRAL ANGLE OF 23°31'58" TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND THE END OF PARCEL 1.

THE SOUTHERLY SIDELINES OF SAID 5.00 FOOT STRIP SHALL BE SHORTENED OR LENGTHENED SO AS TO TERMINATE IN SAID NORTHERLY RIGHT-OF-WAY OF MIRALOMA STREET.

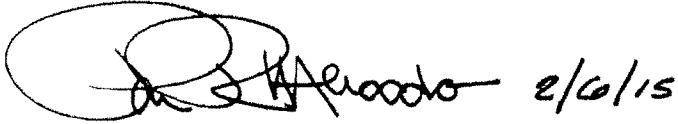
ABOVE DESCRIBED PARCEL CONTAINS 26 SQUARE FEET, 0.001 ACRES MORE OR LESS.

PARCEL 2

A STRIP OF LAND 7.34 FEET WIDE LYING 3.67 FEET ON EITHER SIDE OF THE CENTERLINE OF SAID STRIP AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE REFERENCED POINT "A" IN PARCEL 1 THENCE NORTH 15°57'20" WEST 21.00 FEET TO THE END OF PARCEL 1.

ABOVE DESCRIBED PARCEL CONTAINS 154 SQUARE FEET, 0.004 ACRES MORE OR LESS.

 e/6/15

PATRICK R. MERCADO, PLS 6382 DATE



CITY OF ANAHEIM PUBLIC
UTILITIES DEPARTMENT
UNDERGROUND DISTRICT NO. 62
(MIRALOMA)

RIGHT OF ENTRY

Permission is hereby granted to the City of Anaheim, AT&T, Time Warner and their agents, contractors, or assigns, the right to enter upon the real property located in the City of Anaheim, County of Orange, State of California, described as follows,

APN: 345-142-03

ADDRESS: 3413 E. Miraloma Ave., Anaheim CA 92805

for the purpose of completing the conversion of the electrical, telecommunication, and CATV overhead facilities to new underground electrical, telecommunication, and CATV facilities.

It is expressly understood that a signature on this form shall not in any way whatsoever grant or convey any permanent easement or other interest in said property to the City of Anaheim, AT&T, and or Time Warner.

It is understood and agreed that said City of Anaheim shall return or restore the above-mentioned property to the condition as found at the outset of said work with the exception of the improvements installed as a result of the work. All work shall be coordinated with the parties in possession of the property. It is further understood that the rights granted herein shall terminate upon completion of the project.

DATED: _____

ORANGE COUNTY WATER DISTRICT,
a Public Corporation

APPROVED AS TO FORM,
RUTAN & TUCKER LLP

By: _____
Cathy Green, President
Orange County Water District

By: _____
General Counsel,
Orange County Water District

By: _____
Michael R. Markus P.E., General Manager