

CF0057B UNDERGROUND

AFTER RECORDING, RETURN TO:

PACIFIC BELL TELEPHONE COMPANY

R/W OFFICE

1452 EDINGER AVE, 3RD FLOOR

TUSTIN, CA 92780

CONSIDERATION LESS THAN \$100

DOCUMENT TRANSFER TAX \$0

Signature of declarant or agent determining tax:

_____ Agent

Exchange: Orange/Chapman

APN: 390-382-14

Town of Orange, Por Lots 3 & 13, Blk E

CB(16) A020P41

E042107/CA-2021-APR-1108377-0

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GRANT OF EASEMENT

The undersigned Grantor, hereby grants to PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T California, its associated and affiliated companies, its and their successors, assigns, lessees and agents, hereinafter referred to as "Grantee," an easement to construct, reconstruct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities only as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, pipes, manholes, handholes, associated electrical conductors, necessary fixtures and appurtenances necessary to any and all thereof, together with the right of way therefore in, and under that certain real property in the City of Orange, County of Orange, State of California.

The easement is described in Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof.

SEE PAGE 2

This legal description was prepared pursuant to Section 8730(c) of the Business and Professions Code.

Grantor, his/her/their successors and assigns, shall not erect or construct any building or other structure or drill or operate any well within said easement.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees, while exercising the rights granted herein.

Upon written notice from Grantor, Grantee will remove all equipment installed in the easement and restore the property to its pre-easement condition within 60 days. In addition, Grantee will issue a quitclaim of the easement back to the Grantor within those 60 days. All of the above will be done at no charge to the Grantor.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Executed this _____ day of _____, 2021

CITY OF ORANGE

BY: _____

ITS: _____

APPROVED AS TO FORM:

ATTEST:

BY: _____

BY: _____

Title: _____

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 _____

On _____ before me, _____, 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 of Notary)

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT

THOSE CERTAIN STRIPS OF LAND SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA BEING A PORTION OF LOTS 3 AND 13 OF BLOCK E OF THE MAP OF ORANGE, AS SHOWN ON A MAP FILED IN BOOK 2, PAGES 630 THROUGH 631, INCLUSIVE, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY BEING 6.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

STRIP 1

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID LOT 3 SOUTH 0°07'07" EAST 18.23 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE WEST 18.78 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING WEST 111.67 FEET; THENCE SOUTH 41.39 FEET TO THE SOUTHERLY LINE OF SAID LOT 3.

SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE EASTERLY IN SAID EASTERLY LINE OF LOT 3 AND SOUTHERLY IN THE SOUTHERLY LINES OF SAID LOTS 3 AND 13.

STRIP 2

BEGINNING AT POINT "A"; THENCE NORTH 18.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 3.

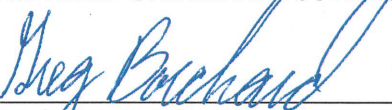
SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN SAID NORTHERLY LINE OF LOT 3 AND SOUTHERLY IN THE NORTHERLY LINE OF SAID STRIP 1 AS PREVIOUSLY DESCRIBED.

CONTAINING: 1122 SQUARE FEET, MORE OR LESS

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RIGHT OF WAY AND EASEMENTS OF RECORD.

PREPARED UNDER THE SUPERVISION OF:


4-14-21

GREGORY S. BORCHARD, LS 7705
MY REGISTRATION EXPIRES: 12/31/22



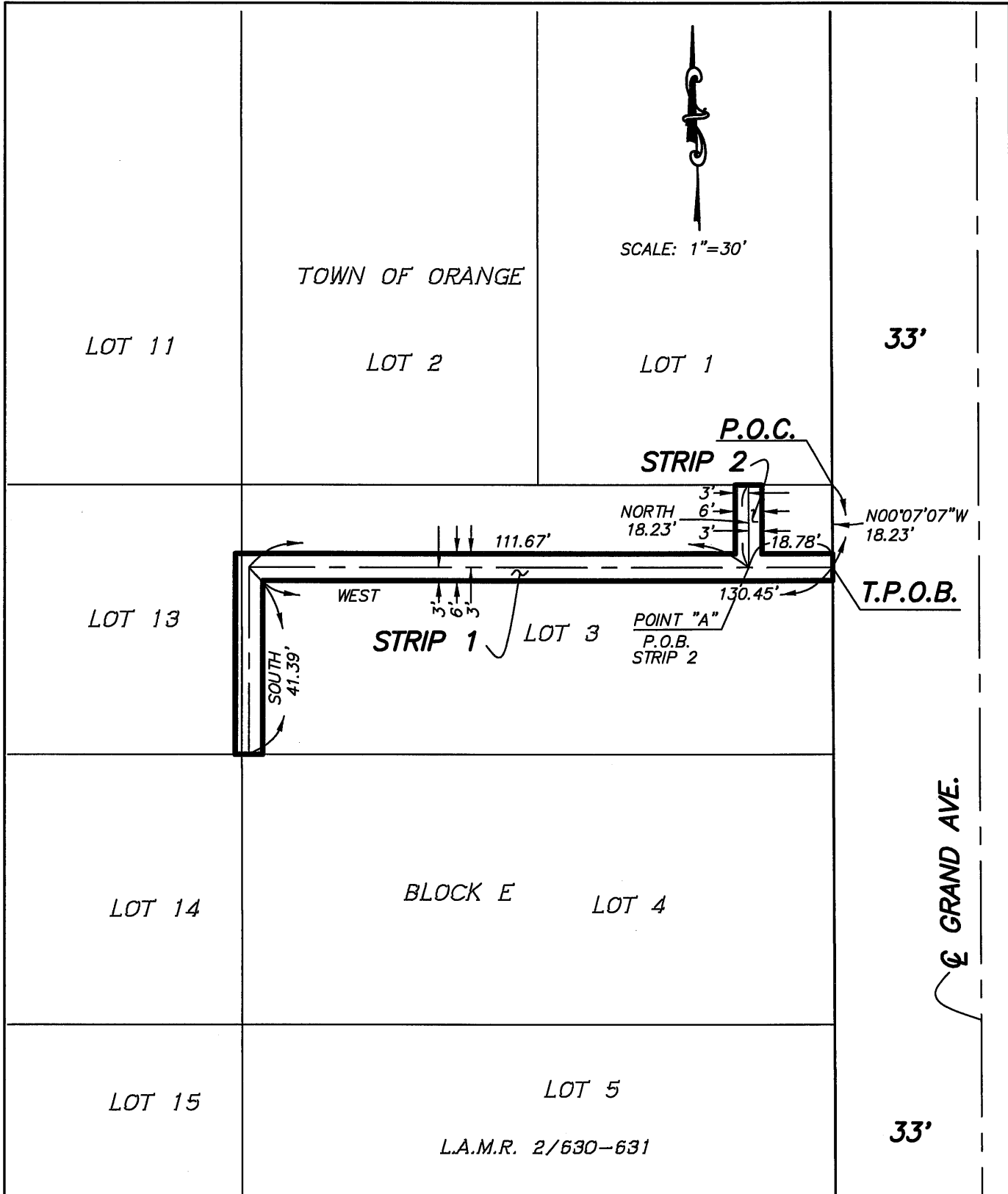


EXHIBIT "B"

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION FOR
 PUBLIC UTILITY EASEMENT
 CONTAINING: 1122 SQ. FT.±

SHEET 1 OF 1

APRIL 12, 2021 CHC-A01P41