

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, CA 90660-5100
Attn. Land & Right of Way

Atlas #: _____	DOCUMENTARY TRANSFER TAX \$ <u>CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.</u>
APN: <u>0340-391-26-0000</u>	X _____ Computed on full value of property conveyed
WR# _____	_____ Computed on full value less liens and encumbrances remaining at time of sale
DISTRIBUTION R.W. <u>272223</u>	<u>Alana Edwards</u> Southern California Gas Company

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, CRESTLINE VILLAGE WATER DISTRICT (“Grantor”), hereby grants to Southern California Gas Company, a California corporation, its successors and assigns (“Grantee”): a non-exclusive easement (“Easement”) to construct, inspect, locate, maintain, operate, place, repair, replace, reconstruct, use, or remove from time to time, as Grantee deems necessary, one utility pole, together with metering, communications equipment and other appurtenances (all hereinafter referred to as the "Facilities"), installed above and/or below ground, which are necessary or convenient for the metering of natural gas and purposes connected directly therewith as Grantee deems necessary, together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use Grantor’s abutting property during construction and maintenance of the Facilities, that portion of Grantor’s property located in the County of San Bernardino, California, described in Exhibit “A” and depicted in Exhibit “B” attached hereto, and made a part of this Easement.

Grantor and Grantee hereby agree to the following related to the above referenced Grant of Easement:

1. Grantor, for its successors and assigns, agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.
2. Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with applicable underground service alert notification requirements pursuant to Government Code Sections 4216 and following.
3. Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or

persons.

4. If Grantor's property is damaged by Grantee solely as a result of Grantee's exercise of the rights granted by hereunder then Grantee shall at its sole cost and expense, reasonably restore Grantor's property to the same condition that existed before such damage, or to such condition as is agreed to in a writing signed by both Grantor and Grantee.
5. Grantee shall provide reasonable advance notice to Grantor prior to work to be performed at Grantor's property. Advance notice will include a general description of the access required and work to be performed, and an estimate of the amount of time required for access and anticipated for the work to be completed. Advance notice will not be required by Grantee to Grantor to address an emergency condition, but notice will be provided to Grantor within 24 hours of any emergency work that an emergency condition was addressed.
6. If any provision of this Easement, or portion of it, or the application of it, to any person or circumstance, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement shall not be affected. It shall not be deemed that any such invalid provision affects the consideration for this Easement or for the grant of easement provided herein. Each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.
7. This Easement shall be governed by and construed in accordance with the laws of the State of California. This Easement has been negotiated at arm's length, and the parties have had ample opportunity to review its contents with their legal counsel. Therefore, the rule of construction that provides that ambiguities in an Easement shall be construed against the drafter of the document shall have no application in the interpretation of this Easement.
8. In the event of any dispute, claim, arbitration, or litigation based upon, arising out of, or relating to, the breach, enforcement, or interpretation of any of the provisions of this Easement, the prevailing party or parties in such dispute, claim, arbitration, or litigation shall be entitled to recover its/their actual attorneys' fees, paralegal fees, costs, witness fees, consultant fees and other expenses, without regard to any court schedule, from the non-prevailing party or parties.

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these presents are hereby signed this _____ day of _____, 2022.

GRANTOR:

CRESTLINE VILLAGE WATER DISTRICT

Signature

Name

Title

GRANTEE:

SOUTHERN CALIFORNIA GAS COMPANY

ARTEMIS MANOS
LAND & ROW TEAM LEAD

ALL-PURPOSE 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 }
 }ss
COUNTY OF _____ }

On _____, 2022 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.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____