

Southern California Edison
A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: [Click here to enter text.](#)
Received Date: 1/7/2020

Response Date: 3/13/2020

Question 01:

Please provide GIS data defining the widths and boundaries of all existing ROWs for the I-C Project.

Response to Question 01:

Please see the attached GIS, which depicts all existing ROW for the Ivanpah-Control Project. Please note, this information is based upon the property's rights analysis completed in 2017 and 2018. SCE reserves the right to supplement this response should any additional information responsive to this request become available.

Southern California Edison
A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: Real Estate and Facilities Advisor
Received Date: 1/7/2020

Response Date: 3/17/2020

Question 02:

For proposed ROWs for the proposed (re-built) I-C Project facilities: Where different from existing rights, please provide GIS data defining the ROW widths and boundaries.

Response to Question 02:

The anticipated Right of Way (ROW) for the Ivanpah-Control Project will be included with the GIS package submitted concurrently with or shortly thereafter the submittal of the amended PTC application and PEA. Please note, the anticipated ROW locations are approximate and may be adjusted as engineering is further refined. SCE reserves the right to supplement this response should any additional information responsive to this request become available.

Southern California Edison
A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: Real Estate and Facilities Advisor
Received Date: 1/7/2020

Response Date: 3/17/2020

Question 03:

Provide copies of all existing ROW agreements that have not already been provided (as defined above).

Response to Question 03:

As discussed during the February 25, 2020 meeting between SCE and the CPUC Energy Division and its consultant, fulfilling this request would be extremely burdensome and expensive, and does not appear to provide information that will support the CEQA analysis.

SCE previously provided easements for the project alignment traversing LADWP and BLM lands. Additionally, attached to this Data Request response are three sample easements to provide examples of easement language for reference.

As stated in SCE's response to Data Request Question 2, anticipated locations for expanded ROW will be included in the GIS submitted concurrently with or following the amended PTC and PEA submittal.

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A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: Real Estate and Facilities Advisor
Received Date: 1/7/2020

Response Date: 3/17/2020

Question 04:

Identify the easements whose boundaries would remain the same under the proposed I-C Project and which easements would not need to be modified for the proposed I-C Project.

Response to Question 04:

As discussed during the February 25, 2020 meeting between SCE and the CPUC Energy Division and its consultant, the existing and anticipated Right of Way (ROW) for the Ivanpah-Control Project will be included with the GIS package submitted concurrently with or shortly thereafter the submittal of the amended PTC and PEA.

Southern California Edison
A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: [Click here to enter text.](#)
Received Date: 1/7/2020

Response Date: 3/16/2020

Question 05:

Explain the general terms SCE's rights within the existing ROWs. For example, do all agreements allow SCE to complete natural and cultural resources surveys within the easement boundaries?

Response to Question 05:

As discussed during the February 25, 2020 meeting between SCE and the CPUC Energy Division and its consultant, easement language is not standard and changes property to property. Easement language provides SCE the ability to construct, maintain, replace, repair, upgrade, and similar activities. Easements do not include language to specifically address natural and cultural resource surveys.

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A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Michele Chan
Job Title: Real Estate and Facilities Advisor
Received Date: 1/7/2020
Response Date: 3/17/2020

Question 06:

For areas where SCE will require expanded ROWs (either wider than current ROWs or relocated ROWs):

- a. Please confirm that SCE's natural resources surveys (biology, cultural, paleontology) included all areas of potential direct effect, even where they are located outside of existing ROWs.
- b. Please describe how SCE obtained permission to survey these lands that are not within existing rights-of-way.
- c. Have the expanded ROW agreements already been obtained, or would this occur after project approval by the CPUC?

Response to Question 06:

- a. SCE's natural resources surveys cover habitat, sensitive species, jurisdictional waters, cultural and paleontological resources. The survey boundaries were buffered from the ROW center line—described in each technical report—to include disturbance areas around towers and other identified disturbance areas including pulling sites, splice locations, laydown yards, etc. Please see the individual resource survey reports and associated GIS for further information.
- b. For government-owned lands, SCE obtained the appropriate authorizations from federal agencies (*i.e.*, Field Work Authorizations from each of the BLM Field Offices—Bishop, Ridgecrest, Barstow, and Needles—as well as permissions from China Lake NAWS, Edwards AFB, and Barstow Marine Corps Logistics Base) prior to conducting cultural and paleontological resources surveys, regardless of whether the surveys would be located within existing SCE ROW or in proposed ROW.

For privately-owned lands, SCE's consultant provided notifications to the private landowners for the biological and cultural surveys within SCE ROW. When approached or questioned, SCE's consultants provided paperwork identifying them as SCE consultants. If SCE must survey outside its existing ROW, a Temporary Entry Permit (TEP) would be obtained. The TEP is specific to SCE's ability to conduct a non-invasive survey within a specified timeframe and is an agreement between SCE and the private landowner.

- c. As discussed in Data Request Response No. 2, at this time SCE has identified approximate

ROW expanded boundaries in certain locations, which will be included in the GIS that will be provided concurrent with the amended PTC application and PEA submittal, or shortly thereafter. Please note, the expanded ROW locations are subject to change pending engineering refinement. SCE would not begin acquisition of the expanded ROW areas until the CPUC approves a Permit to Construct.

Southern California Edison
A.19-07-015 – TLRR IC

DATA REQUEST SET E D - S C E - 0 0 8

To: Energy Division
Prepared by: Lori Charpentier
Job Title: [Click here to enter text.](#)
Received Date: 1/7/2020

Response Date: 3/13/2020

Question 07:

In cases where the proposed project ROW will be wider or different from the existing ROW, did SCE's PTC Mailing List (the 300-foot property owner list) submitted with the July 2019 PTC Application include only the properties within 300 feet of SCE's existing ROWs, or did it include all the properties that would be affected within 300 feet of the proposed/wider ROW?

Response to Question 07:

SCE's PTC Mailing List submitted with the July 2019 PTC Application included all parcels within 300-feet of all permanent project components. The mailing list for the amended PTC is being updated to extend 300-feet from the existing ROW and anticipated ROW, as shown in the GIS that will be submitted concurrently with the amended PTC and PEA submittal, or shortly thereafter.

2 3 2 6

FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	07-31-84	84-R145

FORM RW 100 RECORDING REQUESTED BY TITLE INSURANCE AND TRUST COMPANY SOUTHERN CALIFORNIA EDISON COMPANY	BOOK 4147 PAGE 477
WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY P. O. BOX 351. LOS ANGELES, CALIFORNIA 90053 Escrow No. 399285-TEW	APR-4-88 19560 • 0000 • A T1 FBA 2 360 Recorded By RAY A. VERCAMMEN, Kern Co. Recorder 3.60

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIGHT-OF-WAY EASEMENT
(INDIVIDUAL)

TAX DUE 1.10

Unincorporated Area

THE UNDERSIGNED, LLOYD E. SCHILBERG and ESTHER C. SCHILBERG,
husband and wife,

K I

hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned; in, under, on, over, along and across

that portion of a strip of land TWO HUNDRED TWENTY FIVE (225) feet wide, hereinafter referred to as "right of way strip, lying within the real property of the Grantor, in the County of Kern, State of California, described as follows:

The Southwest one-quarter of the Northwest one-quarter of Section 28, Township 26 South, Range 39 East, Mount Diablo Base and Meridian.

The side lines of said strip of land TWO HUNDRED TWENTY FIVE (225) feet wide, being 50 feet Westerly and 175 feet Easterly, measured at right angles, respectively, from the surveyed reference line which is described as follows:

Beginning at a point in the Southerly line of said Section 28, said point being North 89° 59' 06" East 995.80 feet, measured along said Southerly line from a 2-1/2" iron pipe in rock mound set at the Southwest corner of said Section 28; thence North 17° 04' 22" West 3465.00 feet, more or less, to a point in the Westerly line of said Section 28, said last mentioned point being North 0° 22' 17" West 645.99 feet, measured along said Westerly line from a 2 x 2 and tack set at the West one-quarter corner of said Section 28.

The side lines of said strip of land TWO HUNDRED TWENTY FIVE (225) feet wide, shall be prolonged or shortened so as to terminate in the Westerly line of said Section 28.

SER. 37196A
 I.O. 2162
 FUNC. 2002
 APPROVED AS TO DESCRIPTION
 P. B. PEECOCK, MGR. By: 5-22
 DATES 5-19-87 & LAND DEPT.

\$1.10
 KERN COUNTY
 RECORDER
 Co.

2327

CONTROL
NO.
26507

FRAME NO.

DATE
07-31-84

ROLL NO.
84-R145

BOOK 4147 PAGE 478

construct roads and to

2. Grantee shall have the right to use existing roads and to make such additions thereto, on lands of Grantor adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

3. Grantor reserves for Grantor and Grantor's heirs and assigns, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.

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

6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.

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

8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.

9. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.

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

11. The terms, covenants and conditions of this Right of Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

2328

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DATE
07-31-84

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84-R145

BOOK 4147 PAGE 479

IN WITNESS WHEREOF, Grantor has executed this instrument this 21 st day of August, 1967.

Witness:

<u>L S Adamson</u>	<u>Lloyd E. Schilberg</u>
<u>L S Adamson</u>	<u>Lloyd E. Schilberg</u>
	<u>Esther C. Schilberg</u>
	<u>Esther C. Schilberg</u>

Grantor

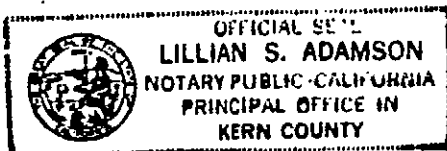
INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,
COUNTY OF Kern } ss.

On this 21 day of August, 1967, before me, Lillian S. Adamson,
a Notary Public in and for said County and State, personally appeared Lloyd E. Schilberg
Esther C. Schilberg

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (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.



Lillian S. Adamson
Notary Public in and for said County and State.
LILLIAN S. ADAMSON
My Commission Expires Mar. 23, 1970

WITNESS ACKNOWLEDGMENT

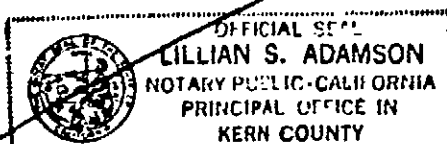
STATE OF CALIFORNIA,
COUNTY OF Kern } ss.

On this 21st day of August, 1967, before me, Lillian S. Adamson,
a Notary Public in and for said County and State, personally appeared Lloyd E. Schilberg
Esther C. Schilberg

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 Kern State of California, that he was present and saw Lloyd E. Schilberg and Esther C. Schilberg

personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such person(s) acknowledged to said affiant that he (she) (they) executed the same, and that he, the affiant, then and there subscribed his 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.



Lillian S. Adamson
Notary Public in and for said County and State.
LILLIAN S. ADAMSON
My Commission Expires Mar. 23, 1970

2329

CONTROL
NO.
26507

FRAME NO.

DATE
07-31-84

ROLL NO.
84-R145

FORM RW 100

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

BOOK 4115 PAGE 445

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 351.
LOS ANGELES, CALIFORNIA 90053

DEC-27-67 67268 • 8015 • A T1 FOR 2 3.60

Recorded By RAY A. VERGAMMEN, Kern Co. Recorder

Escrow No. 399285-TEW

SPACE ABOVE THIS LINE FOR RECORDER'S USE 3.60

RIGHT-OF-WAY EASEMENT (INDIVIDUAL)

THE UNDERSIGNED, BESSIE L. LAPORA, as to a life estate in
and to an undivided one-half interest in and to all crude oil,
petroleum, gas, brea, asphaltum, and all kindred substances and
other minerals,

hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, paid by SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, enlarge, alter, add to, improve, relocate and/or remove, at any time and from time to time, electric lines, consisting of one or more lines of metal towers, poles, and/or other structures, wires, cables, including ground wires, both overhead and underground, and communication circuits, with necessary and convenient foundations, guy wires and anchors, insulators and crossarms placed on said structures, and other fixtures, appliances and appurtenances connected therewith, necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication and/or other purposes, together with the easement and right of way for roads, ingress, egress and other convenient purposes needed or desired at any time and from time to time by Grantee, and the right to clear and to keep clear said easements and rights of way and the real property affected thereby, free from explosives, buildings, structures, equipment, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences (other than farm, grazing or pasture fences), and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, for any and all purposes herein mentioned; in, under, on, over, along and across that portion of a strip of land TWO HUNDRED TWENTY FIVE (225) feet wide, hereinafter referred to as "right of way strip", lying within the real property of the Grantor, in the County of Kern, State of California, described as follows:

The Southwest one-quarter of the Northwest one-quarter of Section 28, Township 26 South, Range 39 East, Mount Diablo Base and Meridian.

The side lines of said strip of land TWO HUNDRED TWENTY FIVE (225) feet wide, being 50 feet Westerly and 175 feet Easterly, measured at right angles, respectively, from the surveyed reference line which is described as follows:

Beginning at a point in the Southerly line of said Section 28, said point being North 89° 59' 06" East 995.80 feet, measured along said Southerly line from a 2-1/2" iron pipe in rock mound set at the Southwest corner of said Section 28; thence North 17° 04' 22" West 3465.00 feet, more or less, to a point in the Westerly line of said Section 28, said last mentioned point being North 0° 22' 17" West 645.99 feet, measured along said Westerly line from a 2 x 2 and tack set at the West one-quarter corner of said Section 28.

SER. 37188A
J.O. 2/69
FUNC. 2497

APPROVED AS TO DESCRIPTION
P.B. PELCOCK, MGR. BY 042
DATE 5-19-87 A & LAND DEPT.

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FRAME NO.		
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BOOK 4115 PAGE 446

The side lines of said strip of land TWO HUNDRED TWENTY FIVE (225) feet wide shall be prolonged or shortened so as to terminate in the Westerly line of said Section 28.

construct roads and to

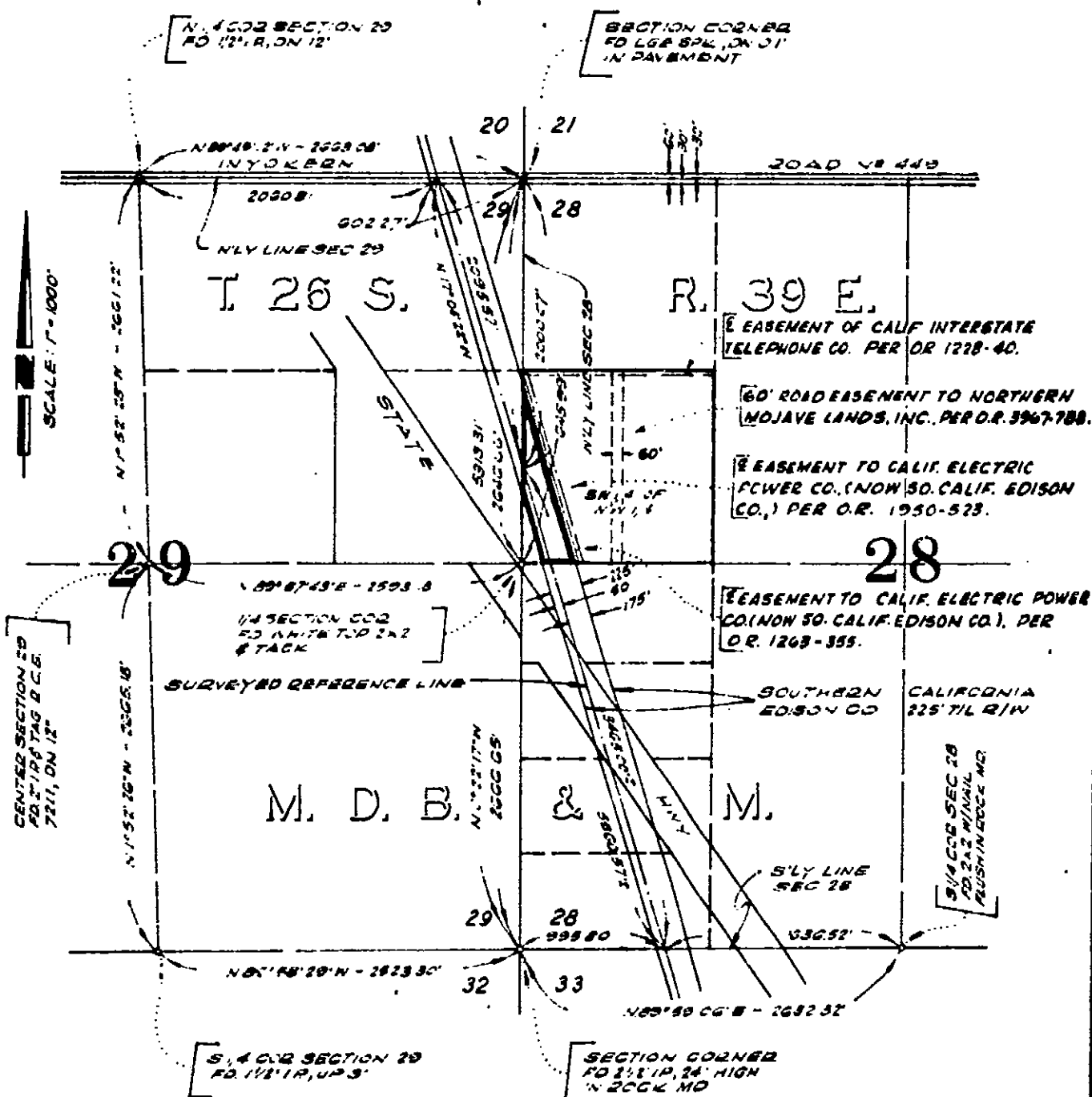
2. Grantee shall have the right to use existing roads and to make such additions thereto, on lands of Grantor adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of said right of way strip, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the sole opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.
3. Grantor reserves for Grantor and Grantor's heirs and assigns, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, across (but not longitudinally along) said right of way strip, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.
4. In addition to said reserved rights for water pipelines, farm fences and roads, Grantor and Grantor's heirs and assigns shall have only the additional right to cultivate the land within said right of way strip for any and all field or orchard crops which may be grown thereon or to use such land for grazing and pasturage, provided such uses shall not interfere with the rights herein granted to Grantee, its successors and assigns. Grantor expressly agrees for Grantor and Grantor's heirs and assigns, that said right of way strip will never be used for cemetery purposes.
5. Grantee shall have the right to install and use gates in any and all fences which are now or may hereafter be constructed on said lands of Grantor, for the purpose of permitting at all times convenient entry to and along 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 Grantor so desires, may be locked with Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by Grantor and used by Grantee shall be locked also by Grantee's locks so that either can lock or unlock the gates.
6. Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance between the wires or cables and the surface of the ground that may be required by the orders of the Public Utilities Commission of the State of California, or other governmental body having jurisdiction thereof, or that may be necessary for the economical construction, maintenance or operation of said electric lines and appurtenances.
7. Grantee shall have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said right of way strip, and 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 said right of way strip, to such heights as in the judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside of said right of way strip to a height of less than 50 feet.
8. Grantor or Grantor's heirs or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on said right of way strip, or so near thereto as to constitute, in the opinion of Grantee, its successors or assigns, a menace or danger to said electric lines or which may in the opinion of Grantee, interfere with Grantee's ready access to said electric lines.
9. It is understood and agreed that the grant of this easement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said right of way strip or otherwise, but that Grantor and Grantor's heirs and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances, will do so from adjacent land and in such a manner as will not endanger or interfere with the structures erected by Grantee or with the operation or maintenance of the electric lines of Grantee, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said right of way strip.
10. It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.
11. The terms, covenants and conditions of this Right-of-Way Easement shall bind and inure to the benefit of the heirs, executors, administrators and assigns of Grantor and the successors and assigns of Grantee.

ROLL NO.
84-R145

My Commission Expires May 2, 1970

ROLL NO.
84-B145

279398



☐ LANDS OF LLOYD E SCHILBERG et al
☒ SOUTHERN CALIFORNIA Edison CO.
T/L RIGHT OF WAY

SER. 37176A

J. O. 2 53

M. S.

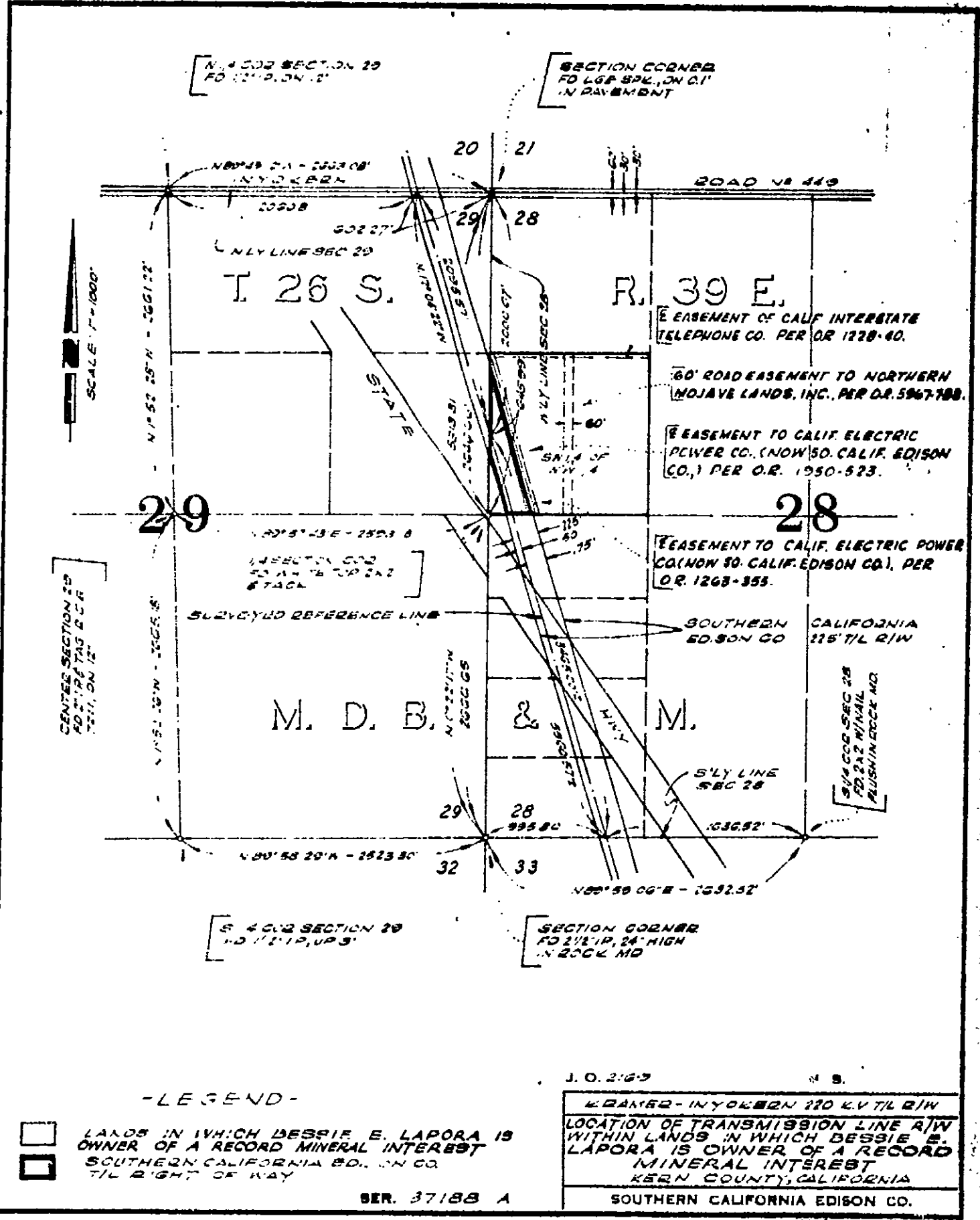
KRAMER - INYOLEARN 220 KV T/L R/W
LOCATION OF TRANSMISSION LINE
R/W WITHIN LANDS OF
LOYD E. SCHILBERG et ux.
KERN COUNTY, CALIFORNIA
SOUTHERN CALIFORNIA EDISON CO.

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THE POOR QUALITY OF THE ATTACHED ORIGINAL DOCUMENT HAS ADVERSELY AFFECTED REPRODUCTION. THIS IS THE MOST LEGIBLE IMAGE OBTAINABLE.

279398



22716

FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	03-12-84	84-R058

228339
396

228339

Tract No. 24.

Form No. A.

Right of Way Deed. 228339

THIS INDENTURE, made the 20th day of SEPTEMBER in the year of our Lord, one thousand nine hundred and eleven, between THE COUNTY OF INYO, STATE OF CALIFORNIA, through J. C. Anton, Chairman of the Board of Supervisors of Inyo County California, by virtue of authority vested in him by resolution of even date herewith, unanimously adopted by said Board of Supervisors,

party of the first part, and THE SOUTHERN SIERRAS POWER COMPANY, a corporation, duly authorized to acquire, own, hold and possess property in the State of California, party of the second part;

WITNESSETH, That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other valuable considerations to it in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, does by these presents grant, convey and confirm unto the said party of the second part, and to its successors and assigns forever, a right of way for its electrical lines, poles, towers and appurtenances, for the transmission of electric current and telephone and telegraphic communication, over, across and upon the following described property and premises situated in the County of --- INYO ---, State of California, according to the survey thereof, to wit:

The Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section eighteen (18), Township Nine (9)S. of Range No. thirty-four (34) East, of Mt Diablo Meridian, -----

Said right of way entering said tract on the west line thereof, approximately 600 feet south of the northwest corner, running thence in a southeasterly direction, through the southwest corner of said tract, to the point of exit, on the south line, approximately 600 feet more or less, east of the southwest corner thereof. -----

Said right of way being of the width of seventy-five (75) feet, measured at right angles with the line of survey. The center line of said right of way being designated by a line of stakes. The electrical lines to be constructed upon either or both sides of said center line within the limits of the right of way.

TO HAVE AND TO HOLD the said property and premises for right of way purposes, unto the said The Southern Sierras Power Company, its successors and assigns forever; subject, nevertheless, to the following expressed conditions, which are hereby made a part of the consideration for this conveyance, to wit:

1. Said right of way shall only be used for the actual needs and purposes of the party of the second part in constructing its said electrical lines, and in thereafter maintaining the same and carrying on its business.
2. In the event said right of way is ever abandoned by said party of the second part, its successors or assigns, then the right of way herein and hereby granted shall revert to the party of the first part and to its heirs or assigns.
3. Said right of way shall be always open to the party of the first part, its successors and assigns, for agricultural purposes, and for such other uses and purposes as shall not interfere with the proper uses of same by said party of the second part as aforesaid, or be inconsistent therewith, it being understood that the right of ingress and egress in, over, across and upon said right of way, for all proper and necessary purposes, shall never be denied to the party of the first part, its heirs or assigns, provided always that such ingress, egress, or other use shall not damage or injure any of the property of the party of the second part, its successors or assigns, or interfere in any manner with its business operations.

2717

FRAME NO.

CONTROL
NO.

DATE

ROLL NO.

26507

03-12-84

84-R058

4. It is expressly agreed that the party of the second part, its successors and assigns shall and will place lumber gates and keep the same in repair forever in the fence on the west line and one on the south line of said right of way and keep said gates locked with padlocks provided one key for each of said locks to be left with the Superintendent of the County Farm by the grantee therein; said gates to be used by said party of the second part for ingress and egress up and down said right of way for the construction or for the repair of said electrical lines, and it is further agreed by the said party of the second part that it or its successors and assigns will not destroy or tear down any of the fences of the said party of the first part along said right of way.

It is expressly agreed that the party of the second part, its successors and assigns, shall at all times repair the fences that may have been removed, either for the construction or for the repair of said electrical lines, and that said party of the first part waives no right for damages for injury done to any of the property of the party of the first part by the party of the second part, its agents or representatives, except as may be herein otherwise provided.

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal the day and year first above written.

Signed and delivered in presence of

THE COUNTY OF INYO, STATE OF CALIFORNIA

By J. C. Hunter Seal.

Chairman of Board of Supervisors

STATE OF CALIFORNIA,
COUNTY OF Inyo

SS.

On 9th day of September in the year 1911, before me, W. D. Hunter a notary public in and for the County and State aforesaid, personally appeared Mr. J. C. Hunter Chairman of Board of Supervisors 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 on the day and year herein written.

W. D. Hunter
Notary Public, Inyo County, State of California.

By W. D. Hunter Deputy Clerk.

(If party of first part is a corporation, use the following form of acknowledgment.)

STATE OF CALIFORNIA,
COUNTY OF _____

SS.

On this _____ day of _____ in the year _____, before me, _____, a notary public in and for the County and State aforesaid, personally appeared _____, known to me to be the President of the _____, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal on the day and year herein written.

County, State of California.

RECORDED

INYO

INST. —

DATE

9-28-1911

BOOK

21

PAGE

369

O.R. ☐DEEDS ☒M.R. ☐

2721

FRAME NO.		
CONTROL NO.	DATE	ROLL NO.
26507	03-12-84	84-R058

THE POOR QUALITY OF THE ATTACHED ORIGINAL DOCUMENT HAS ADVERSELY AFFECTED REPRODUCTION. THIS IS THE MOST LEGIBLE IMAGE OBTAINABLE.

✓

396

No. 24

RIGHT OF WAY DEED

The County of Inyo,

State of California

TO

The Southern Sierras Power Company

Dated September 20th, 1911.

Recorded at the request of
Charles F. Potter
Sept. 28 - 1911
Minutes past 11 o'clock
Ag. in Vol. 21 of
Deeds page 369 et seq.
Records of INYO COUNTY, Calif.
W. L. Hunter
Recorder
By W. L. Hunter
Deputy Recorder

AFTER RECORDING PLEASE RETURN TO
CHARLES F. POTTER
343 DOUGLAS BLDG.
LOS ANGELES, - - CAL.

Fee for Recording, \$
INDEXED. COMPARED.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

BOOK 7000 PAGE 2223

RECORDED BY
GALE S. ENSTAD
KERN COUNTY RECORDER

94 MAR -9 AM 8:00

GRS 7.00

NEEP 1.00

REC. FE 5.00

CG TAX 17.00

#532690 0001 R01 709122

037598

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 410
LONG BEACH, CA 90801ATTN: REAL PROP. AND ADMIN SERV
LAND RIGHTS

8.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

7
1
5
4

K 2



DOCUMENTARY TRANSFER TAX \$	3.85
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	
OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX	
FIRM NAME	

Location: Unincorporated Area
A.P.N. 352-021-6

TTAX # 1H

CG TAX 3.85

CG TAX 3.85

GRANT OF EASEMENT

THE UNDERSIGNED, ELMER HAROLD SCHMIDT, and

~~his wife~~, and WALTER KENNETH SCHMIDT, and ~~his wife~~, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of metal towers, wood and/or metal poles, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes in, under, on, over, along and across a strip of land, 87.50 wide, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of Kern, State of California, described as follows:

The North half of the Northwest quarter of Section 8, Township 26 South, Range 39 East, Mount Diablo Meridian, according to the Official Plat thereof.

EXCEPT THEREFROM that portion of said land conveyed to the United States of America by Decree in the District Court of the United States in and for the Southern District of California Northern Division Case No. 311-ND Civil recorded June 7, 1946, in Book 1331, page 280, of Official Records, and described as follows:

All that portion of the North half of the Northwest quarter of Section 8, Township 26 South, Range 39 East, lying Easterly of a line beginning at a point on the North line of said Section 8, a distance thereon 63.24 feet from the corner common to Sections 5, 8, 7 and 6; thence South 17° 39' 33" East, a distance of 1389.33 feet to a point; thence North 89° 33' 37" East, a distance of 2187.54 feet to a point; thence North 0° 41' 44" West, a distance of 1327.47 feet to the North quarter corner of said Section 8; thence South 89° 33' 06" West, along the North line of said Section 8, a distance of 2592.90 feet to the Point of Beginning, being all that portion of the North half of the Northwest quarter of Section 8, Township 26 South, Range 39 East, lying East of the Easterly boundary of the right of way of the California Electric Power Transmission Line, formerly known as the Bishop Tower Transmission Line and also Southern Sierras Power Company.

The Southwesterly line of said right of way strip being 87.50 feet Southwesterly, measured at right angles, from the following described Northeasterly line:

6/5/54
1062
2412
2/27/61

Grant of Easement
 Elmer Harold Schmidt, et al, to
 S.C.E.Co., a corp.
 Serial No. 61515A

BOOK 7000 PAGE 2224

BEGINNING at a found 2 1/2 inch Brass Cap Monument, in concrete, set at the intersection of the Southwesterly line of the Naval Ordnance Test Station, having a course of "N 17° 39' 33" W, 5558.09", with the Southerly line of Section 8, Township 26 South, Range 39 East, Mount Diablo Meridian, as shown on Record of Surveys, filed in Book 5, pages 26 to 30, inclusive, and in Book 10, pages 56, both of Records of Survey, in the office of said County Recorder, said found 2 1/2 inch Brass Cap Monument being North 89° 35' 02' East, 1683.74 feet, measured along said Southerly line from a found concrete monument, with tag, marked "RCE 16316", set at the Southwest corner of said Section 8, as shown on said Record of Survey, filed in Book 10, page 56; thence North 17° 39' 14" West, 4945.58 feet, measured along said Southwesterly line to a point hereinafter referred to as Point "A"; thence continuing North 17° 39' 14" West, 613.35 feet to its point of intersection with the Northerly line of said Section 8, said last mentioned point being identified by a found 3/4 inch iron pipe, with plastic plug, marked "RCE 27334", as shown on Parcel Map No. 8436, as per map filed in Book 35, pages 156 and 157, of Parcel Maps, in the office of said County Recorder, said found 3/4 inch iron pipe being North 89° 30' 51" East, 63.24 feet, measured along said Northerly line from a found 2 inch iron pipe, with tag, marked "LS 2263", set at the Northwest corner of said Section 8, as shown on said Parcel Map No. 8436.

The Southwesterly sideline shall be shortened so as to terminate in the Westerly line of said Section 8.

Grantor does also hereby grant to the Grantee herein, an easement and right of way to construct, use, maintain, alter, add to, repair, replace, inspect, and/or remove, stub poles, guy wires and anchors, in, on, over, along and across that portion of said North half of the Northwest quarter of Section 8, lying within a strip of land, four (4) feet in width, the centerline of said strip of land is being described as follows:

BEGINNING at Point "A" hereinbefore referred to; thence South 72° 20' 46" West, 114.00 feet.

Approved as to description:



Signed B. Teston

Date Feb 27, 1991

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and/or adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of its right of way strip located on the lands of the Grantor or on lands of others, and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the

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Elmer Harold Schmidt, et al, to
S.C.E.Co., a corp.
Serial No. 61515A

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uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, including but not in any way in limitation of the generality of the foregoing, the parking of automobiles, trucks or mechanical equipment, (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

Grantor reserves for Grantor and Grantor's heirs, successors and assigns, across (but not longitudinally along) said right of way strip, rights for underground water pipelines and roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

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

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the heirs, successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of 7th day Dec., 1993.

Elmer Harold Schmidt
Elmer Harold Schmidt

Elmer Harold Schmidt 2-18-94

Walter Kenneth Schmidt
Walter Kenneth Schmidt

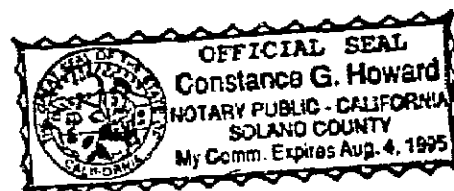
Walter Kenneth Schmidt 2-18-94

STATE OF CALIFORNIA)
COUNTY OF Solano) ss.

On 12-7-93, before me, a Notary Public in and for said State, personally appeared Elmer Harold Schmidt and Walter Kenneth Schmidt personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Constance G. Howard



Grant of Easement
 Elmer Harold Schmidt, et al, to
 S.C.E.Co., a corp.
 Serial No, 61515A

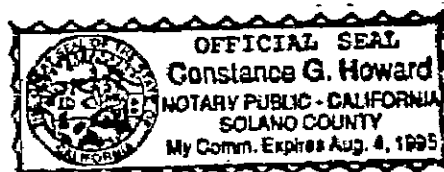
BOOK 7000 PAGE 2226

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Solano)

On 12-7-93, before me, a Notary Public in and for said State, personally appeared Walter Kenneth Schmidt and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Constance G. Howard



STATE OF CALIFORNIA

BOOK 7000 PAGE 2227

COUNTY OF

Solano

) ss.

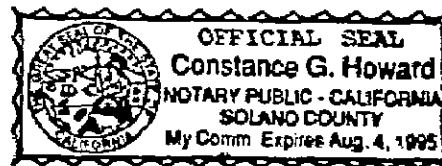
On 2-18, 1994, before me, Constance G. Howard, a Notary Public
 in and for said State, personally appeared Elmer Harold Schmidt

_____ personally known to
 me (or 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.

WITNESS my hand and official seal.

Constance G. Howard

Signature of Notary



STATE OF CALIFORNIA

COUNTY OF

Solano

) ss.

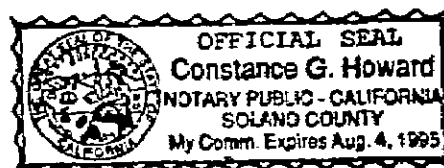
On 2-18, 1994, before me, Constance G. Howard, a Notary Public
 in and for said State, personally appeared Walter Kenneth Schmidt

_____ personally known to
 me (or 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.

WITNESS my hand and official seal.

Constance G. Howard

Signature of Notary



NW COR. SEC 8
FD. 2" I.P. FL.
W/TAG LS 2283
PER PMB 35/156-157

T. 26 S. R. 39 E. M.D.M.

SOLD FD.

N 89°30'51" E
63.24'

FD. 3/4" I.P. FL.
W/PP. TAG RCE
27334, PER PMB
35/156-157

S 72°20'46" W
114.0'
ANCHOR = 54 SQ.FT.

PT. "A"

22
17 39' 14" W
17 39' 35" W

SW'LY LINE OF
N.O.T.S. BOUNDARY

4945.68'

BUCKEL AVE.

87.5' PROP. EASEMENT
50'
37.5'

5556.09'

6559.93' R.S. 6/28-30
PER

FREEDOM CT.

ATHEL ST.

N 89°35'02" E
1683.74'

SW COR. SEC 8
FD. CONC. MON.
DNL 1" W/TAG RCE
16316, PER RS 10/56

FD. 2 1/2" B.C.M.
IN CONC. FL.
PER RS 10/56 &
RS 5/26-30



LANDS OF WALTER KENNETH SCHMIDT, ET AL.



PROPOSED 87.5' WIDE
S.C.E. CO. T/L EASEMENT



4' WIDE ANCHOR EASEMENT

THIS PRINT IS FOR INFORMATIONAL PURPOSES ONLY
AND SHOULD NOT BE MADE A PART OF ANY INSTRUMENT

F.B. 10256/ PG 79-82

0 200 400 800
SCALE IN FEET



PROJECT NAME: CONTROL - HARVEE - INDIAN 115KV T/L R/W				J.O. 1062		DOTS I.D. 02462		M.S. 102-93	
ENG. MFG. TECHNICIAN: M. NGUYEN				ANALYST: J.C.C.		CITY:		COUNTY: KERN	
LAND RIGHTS EXAMINER: K. UCHIDA				ANALYST: K.U.		CITY:		COUNTY: KERN	
SURVEY CHIEF OF PARTIES: S. T. B. G. 2127191				DATE: 02/23/01		SERIAL: 81515A		Southern California Edison Company	