RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY
P. O. Box 788 Rialto, CA 92376

VOL 297 PACE 264
RECORDED IN MONO COUNTY CALIFORNIA

'80 MAY 23 AM 9 21 8359

FEE \$4.00

RUBY L. STRAIT COUNTY RECORDER

	SPACE ABOVE THIS LINE FOR RECORDER'S USE
	GRANT OF EASEMENT (INDIVIDUAL) BECUMENTALY TRANSPER TAX \$ None (no consideration) BOCHMENTALY TRANSPER TAX \$ NONE (no co
1808/-L	hereinafter referred to as "Grantor(s)"), hereby grant(s) to SOUTHERN CALIFORNIA EDISON (MPANY, a corporation, and CONTINENTAL TELEPHONE COMPANY OF CALIFORNIA (COMPANY OF CALIFORNIA), and to each of them, an corporation, their successors and assigns (hereinafter referred to as "Grantees"), and to each of them, an assement and right of way to construct, use, maintain operate, alter, add to, repair, replace, reconstruct, assement and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, audits, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting put tenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting property in the necessary of
BISHOP WORK CROER 6585- 1882 JOENTITY 9-1818 MAP SIZE 159-75	Lot 24 (exclusive of building sites); All screets and alleys together with various strips of land, 6 feet in width, lying within all the lots bounded on one or more sides by roads or highways as shown on Tract No. 37-19 on file in Book Page of Maps, in the Office of the Recorder of said County, the sidelines of said strips shall in all cases be coincidental with the right of way lines of said roads and highways. ALSO, various strips of land, 4 feet in width, lying on each side of all side and rear lot lines of said Tract.
APPROVED R/W & LAND DEPARTMENT BY BJC:gl	The Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences over the facilities installed hereunder.
11-5-79	EXEMPLE X EXECUTED this
	MOUNTAIN MEADOWS, LTD. by:T.V. Real Estate; Inc., a Cal Corport to BY: BY: EY. Carlos Velasquez, General Partner
•	WITNESS STATE OF CALIFORNIA COUNTY OF San Diego
i	On November 13, 1979, before me, a Notary Public in and for said State, personally appeared, known to me to be one of the partners of the partnership that executed the withi instrument, and acknowledged to me that such partnership executed the same.
A PETE, S. de (PANTINE)	WITIESS my hand and official seal. Cathryn B, Addor Cathryn E, Phicips July 30, 1980

Misc.-213 (G.S.)
Staple and that such partnership executed the same to me that such corporation executed the same as such partner Cathryn B. Addor 5 Clabol (美国中的特殊中国在美国国际国际发生的创新中国)。 Wy Commission E-passo July 30, 1980

executed the within instrument and known to me to be the persons a Notary Public in and for said County and State, personally appeared Robert W. Shackford STATE OF CALIFORNIA San Diego Estate, Inc., a Cal.corphe corporation that to me to be the Secretary of T. KXXXXXXX November 13, 1979 fore me, the undersigned, agent

COUNTY OF

VOL 297 PEC: 265

FOR NOTARY SEAL OR STAMP

who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Mountain Meadows, Ltd.

partnership that executed the within instrument, and acknowledged

VOL 298 PAGE 397 RECORDING REQUESTED BY RECORDED IN MONO COLUTY OF FROMNIA 200 JUN 10 MM 9 45 AND WHEN RECORDED MAIL TO 8799 FEE \$3.00 | Mountain Meadows Mutual ⊗ RUBY L. STRAIT Water Company c/o Michael B. Witte, Esq. COUNTY RECORDER 3232 Fourth Avenue San Diego, CA 92103 MAIL THE STATISHINGS TO Mountain Meadows Mutual Water Company 1013 Park Place Coronado, CA 92118 SPACE ABOVE THIS LINE FOR RECORDER'S USE-Individual Quitclaim Deed A. + N 60-110-11 THIS FORM FURNISHED BY TICOR TITLE INSURERS The undersigned grantor(s) declare(s): Documentary transfer tax is \$ __0_ () computed on full value of property conveyed, or () computed on full value less value of liens and encumbrances remaining at time of sale. (X) Unincorporated area: () City of ___ FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MOUNTAIN MEADOWS, LTD., a California limited partnership (herein "Grantor") hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to MOUNTAIN MEADOWS MUTUAL WATER COMPANY, a California corporation (herein "Grantee") County of ... Mono the following described real property in the State of California:
An easement for the construction, repair, maintenance and improvement of a water supply, storage and distribution system over, under, and on all those portions of Lots 1 through 23, Tract No. 37-19 filed in Book 9, Page 18-18A of Maps, in the Office of the County Recorder of No. 27-19 filed in the Office of the Office of the County Recorder of No. 27-19 filed in the Office of the Office of No. 27-19 filed in the Office of the Office of the Office of No. 27-19 filed in the Office of the Office of the Office of No. 27-19 filed in the Office of the Office o Mono County, California, on May 20, 1980, more particularly described as follows: All those certain strips of land, six (6) feet in width, lying within and bounded by the front lot line of each of said Lots 1 through 23. MOUNTAIN MEADOWS, LTD., a California Aimited partnership Dated <u>JUNE 9, 1980</u> CARLOS VELASQUEZ, a General Partne T.V. REAL ESTATE, INC., California corporation, a General Partner
ROBERT SHACKFORD Authorized Agent STATE OF CALIFORNIA COUNTY OF SAN DIEGO JUNE 9 1980 before me, the under By: signed, a Notary Public in and for said State, personally appeared Carlos Velasquez and TV Real Estate, Inc., a California corporation, by its President Robert Shackford, known to me to be the agent for TV Real Estate, Inc., the limited parfiership to be the property whose name are subscribed to the within instrument and acknowledged that they executed the same on behalf of said limited partnership. WITNESS my bond and official was. OFFICIAL MEAL THE O SER THE M- 13081 Farow or Loan No.

SOUTHERN CALIFORN'A EDISON COMPANY

WHEN RECORDED MAIL TO SOUTHERN CALIFORNIA EDISON COMPANY

> RIGHT OF WAY AND LAND DEPT. P.O. BOX 788 RIALTO: CALIFORNIA 92376

VOL: 307 PAGE 280 RECORDED IN MONO COUNTY CALIFORNIA

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RENN NOLAH COUNTY RECORDER

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None (no consideration) ENT DETERMINING TAX

MOUNTAIN MEADOWS, LTD., & Callfornia Limited partnership

(hereinafter referred to as "Grantor(s)"), hereby grant(s) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, and ...CONLINENTAL TELEPHONE COMPANY, OF CALIFORNIA a corporation, their successors and assigns (hereinafter referred to as "Grantees"), and to each of them, an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and right of way to construct, use, maintain, operate, and to, repair, replace, reconstruct, use, maintain, operate, and to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinalter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Mono State of California, described as follows:

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DEPARTMENT	٠.

RPR: vg DATE 9-19-80 A strip of land, 6 feet in width, lying within a 22-foot wide private road through Lots 16, 17 and 18 of Tract No. 37-19 as per Map filed in Book 9, Pages 18 and 18-A of Maps, in the Office of the Recorder of said County the centerline of said private road begins at a point in the Northwesterly line of said Lot 16, distant North 56° 35' 05" East, 60.42 feet from the Northwest corner thereof; thence North 78° 30' 00" East, 78.35 feet; thence South 82° 30' 00" East, 144.40 feet; thence South 79° 30' 00" East, 210.96 feet to a point on the Southwesterly line of Lot "A" of said Tract No. 37-19.

ALSO, all streets, alleys, highways and public places, and within 6 feet of all front lot lines (also within 4 feet of all side lot lines) as shown on Tract No. 37-19 on file in Book 9, Pages 18 and 18A of Maps, in the Office of the Recorder of said County.

Grantor(s) agree(s) for themselves (h......self), their (h......) heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee: and their conother structures except walls and tences on the above described real property. The Grantee and their contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantees shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and extore the surface of the ground to as near the same condition as it was prior to such excavation as is

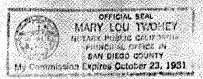
practicable.	EXECUTED this 24 day of 25 mbk., 1925.
	MOUNTAIN MEADOWS, LTD., a California limite
	BY: Undership
***************************************	RICHARD ESCAJEDA Ceneral Partner  EV:  CARLOS VELASOUEZ General Partner
	CARLOS VELASQUEZ General Partner GRANTOR(S).
TATE OF CALIFORNIA	SS.
OUNTY OF Jan Augo	fore me, a Notary Public in and for said State, personally appeared Landon

partners) of the partnership that executed the within instrument, and acknowledged to me that such partnership executed

the same.

Mary Low Twoky

<u> Frish Stanishe</u>



, known to me to be Blue Trulnus

PARTNERSHIP

vel 309 47307 RECORDING REQUEETED Mountain Meadows Mutual Water Co. ECASTA CONO AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHER WISE BHOWN BELOW MAIL TAX STATEMENTS TO Manuel Meadows Mutual Water Amount Clo T-V Real Estate, Inc. FEE \$500 , 1013 Park Place enengholdi Burgossooder 📈 Coronado, California 92118 Title Order No. H-13081 | Entrew No. BRANKE DEED The undersigned declares that the documentary transfer tax is \$ computed on the full value of the interest or property conveyed, or is in computed on the full value less the value of liens or encumbrantes remaining thereon at the time of sale. The land, tenements or realty is located in " rity of unincorporated area FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MOUNTAIN MEADOWS LTD. A California Limited Partnership hereby GRANTIS) to MOUNTAIN MEADOWS MUTUAL WATER COMPANY the following described real property in the county of Mono . Nate of California; An easement for pipeline purposes over those portions of Lot 13, Tract No. 37-19, as per map recorded in Map Book 9, Page 18-A in the office of the County Recorder of said County and State, described as follows; Beginning at the northeast corner of said Lot 13; thence South 2 46 34 East along the easterly line of said lot a distance of 364,39 feet; thence South 50°33'37" West'a distance of 99.51 feet; thence North 2.46'34! West a distance of 10, 84 feet; thence South 87.13'26! West a distance of 2, 19 feet; thence North 50,33137 East a distance of 89,76 feet; thence North 2'46'34" West a distance of 359, 87 feet to a point on the northerly line of said Lot. 13; thence South 89.54.55" East a distance of 10, 01 feet to the point of beginning MOUNTAIN MEADOWS, LTD., a limited partnership, by T V Real Estate, Inc. a Cal. Corp., General Partner by: Robert W. Shackford agent LENGEN JALLES ASANT Dated Control of The Fall by Carlos Velasquez General Partner On Source Parties in and for said Counts and State, personally FOR NOTARY SEAL OR STAMP (Segleanie) từ the Cithin to be the person of whose range from wird the same. introvent and acknowledged that Bignature of Notary Ammor's Parrel No. MAIL TAY STATEMENTS TO PARTY SHOWN ON PHITORING LINES IF SO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

vol. 238 moi143 RECORDING REQUESTED BY Mountain Meadows Ltd. AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHER WISE SHOWN BELOW MAIL TAX STATEMENTS TO **AFOR A** AND WAR NAME Mountain Meadows Ltd. ADDRESS C/O T. V. Real Estate, Inc. 3531 Corr. 1013 Park Place
Str. Coronado, CA 92118 FCE \$5.00 Title Order No. [684] Ferrow No. SPACE ABOVE THIS LINE FOR RECORDER'S USE .orccommodation. Quitclaim Deed tenèments or realty is located in S ☑ minicorporated area ☐ city of ... FOR A VALUABLE CONSIDERATION preceipt of which is hereby acknowledged. MOUNTAIN MEADOWS MUTUAL WATER COMPANY o, hereby remise, release and forever quitclaim to MOUNTAIN MEADOWS LTD, A California Limited Partnership. equation Mono the following described real property in the state of California's An easement for pipeline purposes as recorded in Volume 309 Page 307 of Official Records, in the Office of the County Recorder of said County and described in Exhibit A attached hereto and made a part hereof. Dated Tribs 38 1781 Mountain Meadows Mutual Water Company Carled Williams from STATE OF SALIFORNIA Robert W. Shackford, as President COUNTY OF San Diego ow September 28, 1981 the anticescence, a Natury Public in and for said County and State personally appeared. Robert W. Shackford. FOR NOTARY SEAL OR STAMP Se XXXXXXXXXXXXXXX of the corporate within Lagranger, known in me in to the present who restricted within incirculation to behalf of the origination therein intend as knowledged to me that anti-controlling control there is knowledged to me that the controlling control the majority of the controlling and the controlling that the controlling the controll OFFICIAL SEAL LINDA/NUCKOLS BTAR( PUBLIC + CALIFORNIA (19 comm. expires UN 28, 1903) Signature Carlos (Carlos Carlos Carlo

## RECORDING REQUESTED BY VOL 540 PAGE 598 RECORDED IN MONO COUNTY SEL FORMA AND WHEN RECORDED MAIL TO FFE: \$5.00 Darcy Bauer P.O. Box 1252 189 OCT 24 PM 1 49 Mammoth Lakes, CA 93546 RIGHT HOLAT RECROPER YTHUO MAIL TAX STATEMENTS TO City & State L. SPACE ABOVE THIS LINE FOR RECORDER'S USE Individual Grant Deed CAT. NO. NN00582 TO 1923 CA (2: 83) The undersigned grantor(s) declare(s): Documentary transfer tax is \$ n/a ) computed on full value of property conveyed, or ) computed on full value less value of liens and encymbrances remaining at time of sale. ( x ) Unincorporated area: ( ) City of _ FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Katherine Hunter Smith, as sole owner hereby GRANT(S) to the following described real property in the , State of California: County of Mono

IT)

Darcy Bauer, a married woman, as her sole and seperate property An easement over existing road for ingress & egress purposes, 12 ft. wide, over those portions of Lot 16, Tract 37-19, as per map recorded in Map Book 9, Page 18-A in the office of the County Recorder of said County and State, lying 6 ft. on each side of the following described centerline: Beginning at a point on the northwesterly boundary line of said Lot 16 distant thereon North 56 35'05" East 60.42 ft. from the most westerly corner of said lot; thence North 78 30'00" East a distance of 78.35 ft; thence South 82 30'00" East a distance of 19.98 ft to a point on the northeasterly boundry line of said lot, said point being distant thereon South 36 24'06" East 42.38 ft. from the most northerly corner of said Lot The sidelines of said 12 ft. wide easement shall be prolonged or foreshortened to terminate westerly at the northwesterly boundary line of said Lot 16 and easterly at the northeasterly boundary line of said lot. Said easement is to be appurtenant to the land. if there is any discrepancy between the above mentioned survey and the existing paved road, the paved road become the easement. Dated: <u>By: Katherine</u> STATE OF CALIFORNIA COUNTY OF 1989 October me, the undersigned, a Notaty Public in and for said State, personally appeared to There personally known to me or proved to me on the basis of sat-THERESA KINO CALLICTER isfastory-evidence to be the person ___ whose name_ subscribed to the within instrument and acknowledged. BAN DIECO COUNTY that She executed the same.

necallista

WITNESS my hand and official seal.

(This was for official notarial scal)

My Comm. Exp. Jan. 30, 1993

Liscrow or Loan No. 2

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

DAVID RICHMAN
P. O. Box 459
Mammoth Lakes, California 93546

92 NOV AN IO: 51

RELEGIAN
COUNT RECORDER
4 7.00

## AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT

THIS AGREEMENT, dated this /9 day of /ucust, 1992, is entered into in the Town of Mammoth Lakes, Mono County, California, by and between David Richman and Christine Richman, husband and wife (hereinafter referred to collectively as "Richman"), and the Mountain Meadows Mutual Vater Company, a California corporation (hereinafter referred to as "Water Company").

## 🌣 🦣 RECITALS

- A. Water Company is a mutual water company existing by virtue of the laws of the State of California with its principal place of business being located in Mono County, alifornia.
- B. Richman are the owners of a certain parcel of real property legally described as Lot 17 of Tract 37, 9 as recorded in Book 9, Page 18A, of the records of the County ecorder for Mono County, commonly known as the Mountain Measows subdivision (hereinafter referred to as "the property").
- C. Water Company owns and maintains a water delivery system which supplies water to the Richman property is well as other property in the area.
- D. Richman's predecessor in interest cranted to Water Company a roadway easement, in gross, over Lot 7 of Tract 37-19 for the purpose of allowing Water Company access to and from its water storage and supply system, located on Lot A, Tract 37-19, said easement deed recorded on October 21, 19:1, at page 151, volume 338, of the records of the County Recorder for Mono County.
- E. In addition, Water Company is the owner of a roadway easement over Lot 16, Tract 37-19, which easemen is adjacent and contiguous to that roadway easement over Lot 17. Prior to this Agreement, Water Company constructed and maintained a paved road from Shackford Drive across, inter alia, Lots 16 and 17, along the

designated easement, (hereinafter "paved roid"), which mater company utilizes in accessing its water storage and supply system, located on Lot A.

- F. Richman's predecessor in interest was granted from the owner of Lot 16 an easement over said pave' read for purposes of egress and ingress to Lot 17. Said easemen: is appurtenant to Lots 16 and 17 and is reflected in a Grant Deed recorded on October 24, 1989, at page 599, volume 540, of the records of the county Recorder for Mono County.
- G. The parties hereto acknowledge and contemplate that each will utilize said paved road for purposes of accessing their respective properties. It is the intent of the parties hereto, by virtue of this Agreement, to establish and provide for liture maintenance of said road, as well as for responsibility of the respective parties for liability to third parties resulting from the use of said road.
- H. It is further intended that this Agreement and the mutual covenants and obligations contained and provided for herein shall bind the parties hereto, for themselves and their respective successors, heirs and assigns, and that this agreement shall hereby does run with the land.

## AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS

- 1. The Recitals set forth above are incorporated into this Agreement.
- 2. The paved road is in need of the following repairs which are nacessary due to Water Company's use of the paved road prior to the date of this Agreement: recompact, reasphalt and fill cracks, and slurry, the cost of which is estimated to be \$790.00. Water Company shall credit to Richman the amount of \$790.00 against hook-up and water fees incurred by Richman in exchange for Richman's agreement to maintain and repair the paved road as stated herein.
- 3. Subject to the credit stated in paragraph 2 above, and except as stated in paragraph 4 below, it shall be the duty of Richman, at their expense, to maintain in good condition and repair that portion of said paved road across Lots 16 and 17, from Shackford Drive to the boundary between Lots 1 and 18. Said duty shall include the duty to provide for snow removal across Lots 16 and 17.

- 4. It shall be the duty of Water Company, at its expense, to maintain in good condition and repair that portion of said paved road from the boundary between Lots 17 and 18 to its facilities on Lot A. In addition, Water Company, at its expense, shall repair any and all damage to said paved road, regardless of the location of such damage, occurring as a result of or due to extraordinary use of the road by Water Company, including but not limited to the use of heavy equipment and heavy vehicles.
- 5. Each of the parties agrees to keep said paved road free from obstructions.
- from any injury to Richman, Richman's family members, invites of Richman or Richman's family members, and anyone present on Lot 17 as a result of Richman's occupation of said lot, which injuries may occur as a result of travel over said paved road or on said easement, except for such injuries which may occur as a result of Water Company's negligence or fault.
- 7. This Agreement is not intended to and shall not affect any existing grants of easement to either of the parties; except that Water Company agrees that, subject to the provisions of this Agreement, Richman, their heirs, assigns and successors, and the invitees of Richman and Richman's heirs, assigns and successors shall be entitled to utilize said paved road across Lots 16 and 17 as ingress and egress to Lot 17.
- 8. This Agreement does not provide for participation in maintenance of said paved road by the owner of Lot 16. At such time as the owner of Lot 16 shall desire to utilize said paved road and easement, or a portion thereof, for constructing and accessing improvements on Lot 16, the parties hereto may revise this Agreement to include participation by the owner of Lot 16 in the maintenance of said paved road.
- 9. It is the express intent of the parties hereto that this Agreement and each of the promises, covenants and conditions of the parties hereto is made for the benefit of, and with the express intent to bind the successors in interest, heirs and assigns of each of the parties hereto. This Agreement, promises, covenants and conditions, or equitable servitudes, as the case may be, are to run with the land of each of the parties hereto and shall be binding upon all parties and all persons or entities claiming under each of the parties until termination of any such provision in writing by the parties or any persons or entities claiming under them.
- 10. Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant or condition contained herein, either to restrain violation, compel

autions and a supposer damages.

- to this Agreement by provision of this Agreement by purpose the chall in no way affect any of the chall provided the chall provided the chall remain in full force and artest.
- the exempent contains the entire agreement between each street actions to the rights herein granted and the contains the entire that the contains of any oral representations or white a treet assumed. Any oral representations or white a treet are supporting this agreement shall be of no force and executive these is a submiquent modification in writing signed the the armete or their successors in interest.
- the description of this Agraement the correct in the Office of the County.
- any legal proceeding be instituted to enforce or this Agreement; the prevailing party of the shall be entitled to reasonable attorneys?

IN FIGURES WHIFEOF, the parties hereto have executed whis Agreement on the day and year first above writter

Daviu Richman

Christine Richman

MATER COMPANY:

Markain Mendows Autual Waters Company, a California Corporation

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