

MINUTE ITEM

8. APPLICATION FOR COAXIAL CABLE EASEMENT OVER STATE SCHOOL LANDS, SECTION 36, T. 12 N., R. 5 E., S.B.B. & M., SAN BERNARDINO COUNTY; AMERICAN TELEPHONE AND TELEGRAPH COMPANY - W.O. 4658, P.R.C. 2984.2.

After consideration of Calendar Item 26 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO ISSUE TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY AN EASEMENT FOR 49 YEARS, IN THE FORM ATTACHED AS EXHIBIT "A", AT A TOTAL RENTAL OF \$150, COVERING THE FOLLOWING-DESCRIBED LAND:

A STRIP OF LAND 20 FEET IN WIDTH, WITHIN SECTION 36, T. 12 N., R. 5 E., S.B.M., SAN BERNARDINO COUNTY, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF SAID SECTION 36, WHICH BEARS N. 85° 47' 03" E., 3,809.22 FEET FROM THE SOUTHWEST CORNER THEREOF, THENCE N. 62° 09' 10" E., 111.53 FEET; THENCE N. 88° 41' 07" E., 883.37 FEET TO SAID SOUTHERN LINE, CONTAINING 0.457 ACRE MORE OR LESS.

BEARINGS USED HEREIN ARE BASED UPON A VALUE OF N. 85° 47' 03" E., FOR THE SOUTHERN LINE OF SECTION 36.

Attachment
Calendar Item 26 (2 pages)

CALENDAR ITEM

26.

APPLICATION FOR COAXIAL CABLE EASEMENT OVER STATE SCHOOL LANDS, SECTION 36, T. 12 N., R. 5 E., S.B.B.& M., SAN BERNARDINO COUNTY; AMERICAN TELEPHONE AND TELEGRAPH COMPANY - W.O. 4658.

The American Telephone and Telegraph Company has applied for an easement covering 0.457 acre more or less of State school lands in Section 36, T. 12 N., R. 5 E., S.B.B.& M. (see Exhibit "B"), for the construction, use, and maintenance of an underground coaxial cable with necessary underground structures.

This is part of a uniform 20-foot-wide easement which will extend across the continent; from California to Hawaii and Japan; and from New York to Western Europe. All of the cable and the buildings will be underground and constructed as indestructibly as possible so as to remain operable in case of national emergency. A large portion of this cable will be used by the United States government.

The land was appraised by the staff and the minimum total rental of \$150 was found to apply. The standard form desired by applicant for the easement is included as Exhibit "A".

IT IS RECOMMENDED THAT THE EXECUTIVE OFFICER BE AUTHORIZED TO ISSUE TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY AN EASEMENT FOR 49 YEARS, IN THE FORM ATTACHED AS EXHIBIT "A", AT A TOTAL RENTAL OF \$150, COVERING THE FOLLOWING-DESCRIBED LAND:

A STRIP OF LAND 20 FEET IN WIDTH, WITHIN SECTION 36, T. 12 N., R. 5 E., S.B.M., SAN BERNARDINO COUNTY, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF SAID SECTION 36, WHICH BEARS N. 85° 47' 03" E., 3,809.22 FEET FROM THE SOUTHWEST CORNER THEREOF, THENCE N. 62° 09' 10" E., 111.53 FEET; THENCE N. 88° 41' 07" E., 883.37 FEET TO SAID SOUTHERN LINE, CONTAINING 0.457 ACRE MORE OR LESS.

BEARINGS USED HEREIN ARE BASED UPON A VALUE OF N. 85° 47' 03" E., FOR THE SOUTHERN LINE OF SECTION 36.

Attachment
Exhibit "A"

GRANT OF EASEMENT

Received of _____, Grantee,
_____ Dollars, in consideration of which the undersigned
Grantor(s), hereby grant(s) and convey(s) unto said Company, its successors, assigns,
lessees and agents, for a term of forty-nine (49) years, a right of way and easement
to construct, operate, maintain, replace and remove such communication systems as
Grantee may from time to time require, consisting of underground cables, wires,
conduits, manholes, drains and splicing boxes; surface testing terminals and
markers; underground and aboveground repeaters and repeater housings; and other
appurtenances upon, over, under and across the hereinafter described portion of the
land which Grantor(s) own(s) or in which Grantor(s) have (has) any interest located
within

County of _____, State of California, together with the follow-
ing rights: Of ingress to and egress from any and all parts of said systems and
like systems on neighboring real property and for such purposes the right to use
and improve any private road upon the above-described lands or if no such road
exists or if Grantee's opinion existing roads are inadequate, to construct, use and
repair a private road or roads following generally the alignment of said systems or
along such practical other route(s) as may be mutually satisfactory; to place sur-
face markers outside of said portion of said land; to clear and keep cleared all
trees, roots, brush and other obstructions from the surface and subsurface of said
portion of said land; and to install gates and stiles in any fences crossing the
alignment of said systems.

Grantor(s) hereby also grant(s) to Grantee the right to permit any company
associated or allied with Grantee to, from time to time, construct, operate,
maintain, replace and remove like communication systems upon, over, under and
across said portion of said land and in connection therewith to exercise any and
all rights herein granted to Grantee.

Grantor(s) for _____ self(ves), _____ heirs, executors,
administrators, successors and assigns, hereby covenant(s) that no structures shall
be erected or permitted on said portion of said land without Grantee's prior
written approval. Grantee agrees to pay Grantor(s) for damage to animals, crops,
buildings, fences and other personal property and real property improvements of
Grantor(s) caused by Grantee in construction and maintaining said systems.

Said portion of said land is

Signed this _____ day of _____ 19____.

Witness: _____