

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8690 Balboa Avenue  
San Diego, CA 92123-1569  
Attn: Real Estate Records – CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 3-333203  
Notif. No.: 3-349876  
A.P.N.: 229-352-12  
SR No.: 458401

Transfer Tax None  
SAN DIEGO GAS & ELECTRIC COMPANY

**RW 372105**

EASEMENT

CITY OF ESCONDIDO, a California municipal corporation, as successor agency to the Escondido Community Development Commission (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and electric vehicle charging stations (“EV Stations”), and appurtenances for the transmission and distribution of electricity to the Facilities.
2. Communication facilities and appurtenances, which can include Supervisory Control and Data Acquisition (“SCADA”).

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Lot 25 in Block 10 of Escondido, according to Map thereof No. 336, filed in the Office of the County Recorder of said County of San Diego, more particularly described in Parcel 8 in a Deed recorded July 15, 1992 at Document No. 1992-0443955, of Official Records of said County of said County of San Diego.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before **December 31, 2022**.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground Facility (other than the EV Station) and within three (3) feet of the EV Station installed within this easement.

Grantor shall provide at all times, a delineated space surrounding each EV Station, so that EV Station may be accessed and used by an electric vehicle for charging. SDG&E shall stencil, in paint, the ground of such stall with the letters "EV Charging Only". SDG&E shall mark a minimum of two and up to half of these spaces with a sign that states: "No parking except for electric vehicle charging". All signage proposed for this project shall conform to City Wide Sign Regulations and be administered by the Sign Code Administration Division of the Planning Department, where applicable.

This easement described herein is required by and subject to the terms of the Customer Participation Agreement (Participation Agreement) concurrently entered into by Grantor and Grantee. Notwithstanding the foregoing, upon the expiration or early termination of the Participation Agreement and Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee will (i) remove Grantee's facilities from the easement within a reasonable period of time, and (ii) upon Grantor's request, furnish Grantor a good and sufficient quitclaim of the easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required, and any investigation or remediation of the easement area as determined to be necessary by Grantee. Notwithstanding anything herein to the contrary, Grantee may abandon its underground conduit or substructures in place, in which case Grantee shall transfer such abandoned underground conduit to Grantor by furnishing Grantor a good and sufficient Bill of Sale conveying to Grantor all of Grantee's right, title, and interest in and to the abandoned underground conduit or substructures.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE CITY OF ESCONDIDO

By: \_\_\_\_\_

Name: \_\_\_\_\_

PRINT NAME

Title: \_\_\_\_\_

Drawn: BCorbilla

Checked: *ME*

Date: 12/08/2020 (REV) 08/16/2021

Site No: 83200053

Site Name: City of Escondido-Grape Day Park

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 \_\_\_\_\_,  
(name, title of officer)

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 Public)

(Notary Seal)