

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
P O Box 129831  
San Diego, CA 92112-9831  
Attn: Real Estate Records – SD1170

SPACE ABOVE FOR RECORDER'S USE

Project No.  
Const. No.  
A.P.N. No.  
SR No. :

Transfer Tax None

SAN DIEGO GAS & ELECTRIC COMPANY

R/W

EASEMENT

                    , (“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 (“Facilities”):

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 all appurtenances for the distribution of electricity to the Facilities.
2. Communication facilities, and appurtenances, which can include, Supervisory Control and Data Acquisition (“SCADA”)

The 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:

(Description of Fee parcel)

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 all Facilities installed, as shown on Grantee's Site Design Layout Number [XXXXXXX] (available from Grantee upon request) within said property on or before \_\_\_\_\_, \_\_\_\_\_.

Upon the installation of said Grantee's Facilities, Grantor may survey the location of said installed Facilities as an "as-built" drawing(s) and prepare a metes and bounds or "center line" description(s) of the actual location of said facilities. Grantee shall then prepare and record in the Office of the County Recorder of the County of \_\_\_\_\_, an "Amendment to Easement", using said "as-built" drawing(s) and metes and bounds description(s) as a substitute and replacement to the "blanket" easement description contained in this easement.

It is understood and agreed by Grantor, and its successors-in-interest, that its interest shall be subordinate to the substituted easement description as if the substituted easement description was fully set forth at the time of this grant.

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 each EV Station may be accessed and used by an electric vehicle for charging. \_\_\_[#]\_\_\_ spaces shall be marked for electric vehicles only; and shall be used only while such vehicles are being charged. The remaining \_\_\_[#]\_\_\_ shall be marked for electric vehicles only, however, such vehicles do not have to be actively charging.

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, 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.

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.**

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.

Upon Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee shall furnish Grantor a good and sufficient Quitclaim Deed to Grantor of all of Grantee's right, title and interest in and to the easement. Additionally, after ten (10) years from the date that the EV Station is installed, Grantor may send Grantee notice that it would like Grantee to remove the EV Station After such EV Station is removed by Grantee, Grantee shall furnish Grantor a good and sufficient Quitclaim Deed to Grantor of all of Grantee's right, title and interest in and to the easement.

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

Drawn \_\_\_\_\_  
Checked \_\_\_\_\_  
Date \_\_\_\_\_

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)

SAMPLE