

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

**ATTACHMENT #1**

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF  
EASEMENT  
Vehicle Charging Station**

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>  SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Palm Springs	SERVICE ORDER TD2230776	SERIAL NO.	MAP SIZE
	FIM 566-1972-5 APN 633-150-067	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/CG	DATE 07/16/24

CITY OF INDIAN WELLS, a municipal corporation (hereinafter referred to as “Grantor”), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as “Grantee”), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems for SCE’s sole use (hereinafter referred to as “systems”), consisting of poles, guys and anchors, crossarms, 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, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City of Indian Wells, County of Riverside, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" (DESCRIPTION OF THE PROPERTY), SAID STRIPS BEING DEPICTED ON EXHIBIT "B" (EASEMENT AREA), BOTH ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its 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 hereinbefore described easement area. The foregoing shall not preclude Grantors development or maintenance of parking stalls (e.g. within a parking garage) that would be served by a vehicle charging station. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such 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, the Grantee shall make the same in such a 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 restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, except in connection with a termination of that certain Charge Ready Participation agreement affecting Grantor's property (the "CR Agreement) in accordance with the terms thereof, in no event will the vehicle charging stations be removed for a period of ten (10) years from "In-Service Date" (as defined in the CR Agreement). Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**

CITY OF INDIAN WELLS,  
a municipal corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_ (Seal)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_ (Seal)

## **EXHIBIT "A"**

### DESCRIPTION OF THE PROPERTY

ALL OF THAT REAL PROPERTY SITUATED IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

#### PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, AS INDICATED ON MAP OF TRACT NO. 2579, AS SHOWN ON A MAP RECORDED IN BOOK 46, PAGES 93 AND 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0°10'10" EAST 580.80 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE NORTH 0°10'10" EAST 290.40 FEET; THENCE NORTH 89° 50' 15" EAST 150.00 FEET; THENCE SOUTH 0°10'10" WEST 290.40 FEET; THENCE SOUTH 89° 50' 15" WEST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23, AS INDICATED ON MAP OF TRACT NO. 2579, AS SHOWN ON A MAP RECORDED IN BOOK 46, PAGES 93 AND 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°10'10" EAST ALONG THE WEST LINE OF SAID SECTION 580.80 FEET; THENCE NORTH 89°50'15" EAST 150.00 FEET; THENCE NORTH 0°10'10" EAST 290.40 FEET; THENCE NORTH 89°50'15" EAST 150.00 FEET; THENCE SOUTH 0°10'10" WEST 871.20 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°50'15" WEST 300.00 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL C:

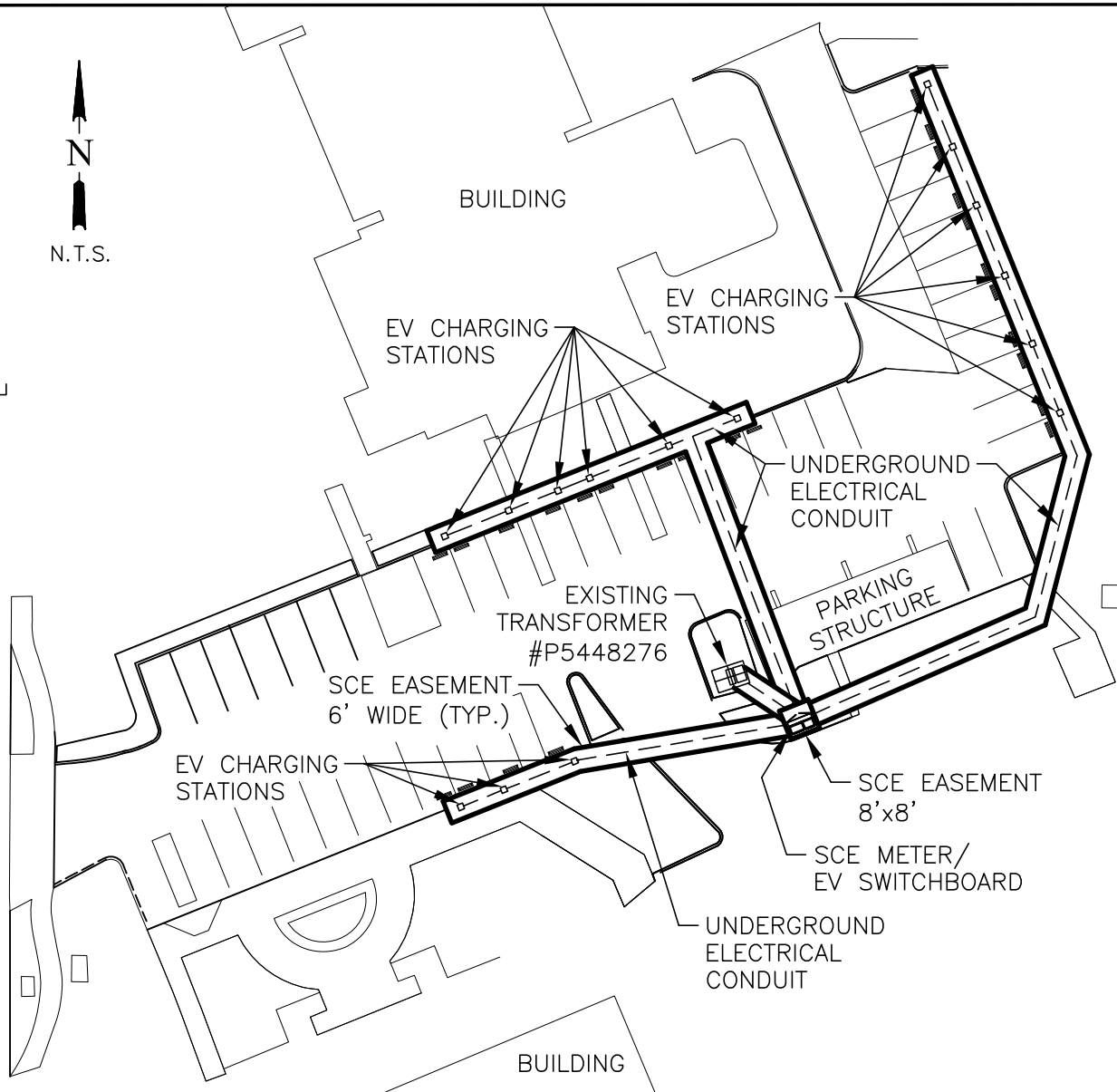
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE NORTH 89°43'06" EAST 300.00 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°02'19" EAST 871.20 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'06" EAST 15.00 FEET PARALLEL WITH SAID SOUTH LINE; THENCE SOUTH 0°02'19" WEST 871.20 FEET PARALLEL WITH SAID WEST LINE, TO SAID SOUTH LINE; THENCE SOUTH 89°43'06" WEST 15.00 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

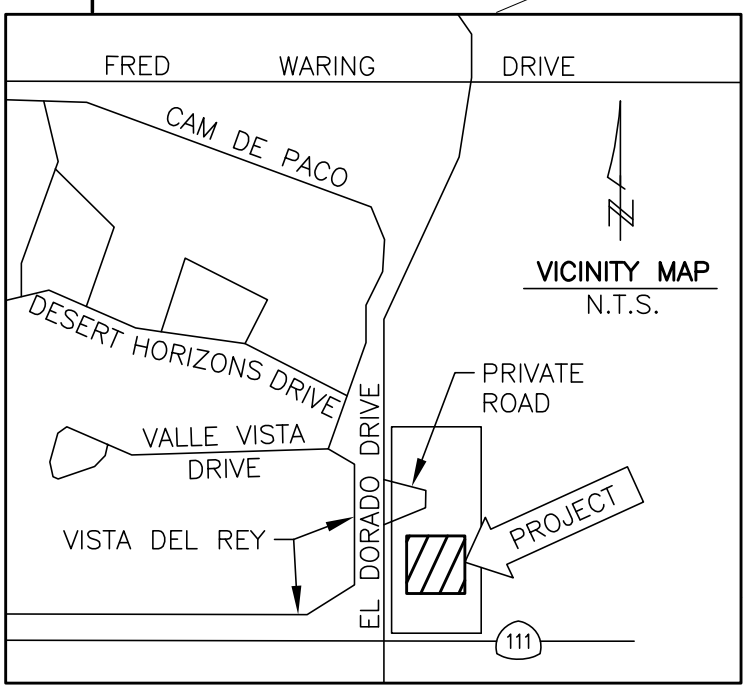
APN: 633-150-067



EL DORADO DRIVE



POR. SW 1/4, NW 1/4, SEC. 23  
T5S, R6E, S.B.M.  
APN: 633-150-067



# EXHIBIT "B"

VEHICLE CHARGING STATION EASEMENT

LEGEND		SHEET 1 OF 1
	DENOTES SCE EASEMENT AREA	
	DENOTES UNDERGROUND ELECTRICAL CONDUIT	
	DENOTES PROPERTY LINE	