Electric Transmission Confirmation Easement (Rev. 11/2020)

` ,	
RECORDING REQUESTED BY AND RETURN TO:	
PACIFIC GAS AND ELECTRIC COMPANY	
300 Lakeside Drive, Suite 210	
Oakland, CA 94612	
Attn: Land Rights Library	
Location: City/Uninc	
Recording Fee \$	
Document Transfer Tax \$	
[] This is a conveyance where the consideration and	
Value is less than \$100.00 (R&T 11911).	
Computed on Full Value of Property Conveyed, or	
Computed on Full Value Less Liens	
& Encumbrances Remaining at Time of Sale	
Exempt from the fee per GC 27388.1 (a) (2); This	
document is subject to Documentary Transfer Tax	
,,,	
Signature of declarant or agent determining tax	
argument of detailment of agent determining that	(SPACE ABOVE FOR RECORDER'S USE ONLY)

3036-0230 (03-22-076) 1 24 1 San Miguel-Paso Robles Reconductor

LD# 2226-12-10049

EASEMENT

THE CITY OF EL PASO DE ROBLES, a public body of the State of California,

("First Party"), confirms in PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Second Party"), all necessary rights for Second Party's existing pole line facilities, appurtenances, and associated equipment ("Confirmed Facilities"). However, the First Party explicitly reserves and otherwise excludes from this confirmation any right to interfere with, move, impact, damage, use or otherwise affect the 20 foot Public Easement as shown upon the Tract Map 2369-4 filed for record November 7, 2005 in Book 27 of Maps at page 46, San Luis Obispo County Records, plus a 5 foot buffer on either side of said easement, containing existing facilities, appurtenances, underground utilities, and associated equipment of the First Party ("City Facilities").

(APN: 025-392-019, Portion)

The westerly 600 feet of the parcel of land designated OPEN SPACE as shown upon the Tract Map 2369-4 filed for record November 7, 2005 in Book 27 of Maps at page 46, San Luis Obispo County Records.

The strip of land is described as follows:

A strip of land of the uniform width of 50 feet extending from the southerly boundary line of said lands northerly to the northerly boundary line of said lands and lying 25 feet on each side of the line described as follows:

Commencing at the found brass disk in well tagged R.C.E. 29743 marking the northwesterly terminus of the centerline of Vista Oaks Way as shown on the map filed for record November 7, 2005 in Book 27 of maps at page 46, San Luis Obispo County Records, which has a bearing of north 45°23'35" west (North 43°54'27" West for this description) and a length of 225.85 feet, thence

- a) south 65°38'22" west 286.55 feet to a point on the southerly boundary line of said lands, said point being the TRUE POINT OF BEGINNING of said line; thence
 - 1) north 20°53'36" west 269.88 feet; thence
- 2) north 9°15'22" west 154.93 feet, more or less, to a point in the northerly boundary line of said lands.

As shown upon EXHIBIT "A" attached hereto and made a part hereof for reference purposes only.

The foregoing description is based on a survey made by **Second Party** in June 2023. The bearings used are on the California Coordinate System (CCS83), Zone 5 and are based on Global Navigation Satellite System (GNSS) observations. The bearing for the course on the centerline of Vista Oaks Way as shown upon the map filed for record November 7, 2005 in Book 27 of Maps at page 46, San Luis Obispo County Records is North 45°23'35" West and a length of 225.85 feet (taken as North 43°54'27" West for this description). The distances used in the foregoing description are grid distances. Multiply by 0.9999911442 to obtain ground distances.

The **Additional Facilities** are described as follows:

Such poles, towers, and/or other structures (or any combination thereof), with such wires and cables as **Second Party** deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances.

The **Confirmed Facilities** and **Additional Facilities** may hereinafter be collectively referred to as ("**Facilities**").

First Party further grants to **Second Party**:

(a) the right, from time to time, to trim or to cut down, without **Second Party** paying compensation, any and all trees and brush now or hereafter within the strip of land, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the strip of land which now or hereafter in the opinion of **Second Party** may interfere with or be a hazard to the **Facilities**, or as **Second Party** deems necessary to comply with applicable state or federal regulations;

- (b) the right to use such portion of the lands contiguous to the strip of land as may be reasonably necessary in connection with the excavation, construction, replacement, removal, maintenance, and inspection of the **Facilities**;
- (c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any **Facilities** constructed hereunder with any other number or type of **Facilities** either in the original location or at any alternate location or locations within the strip of land;
- (d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the strip of land, provided however the **Second Party** coordinate with the **First Party** prior to installation of any gates necessary for access to the **Facilities**; and
- (e) the right to mark the location of the strip of land by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use **First Party** shall make of the strip of land.

Second Party covenants and agrees:

- (a) not to fence the strip of land;
- (b) to repair any damage to the lands caused by **First Party** as a result of exercising its right of ingress and egress granted herein; and
- (c) to coordinate, cooperate, and communicate with the **First Party** prior to any construction, reconstruction, or other improvement to the **Facilities**; and
- (d) not to interfere with, move, impact, damage, use or otherwise affect said strip of land containing **City Facilities** without compensating the **First Party** for any and all damages, relocations, removals, modifications, or other work as either (i) requested by the **Second Party** or (ii) required to protect or otherwise maintain the strip of land for the **First Party's** purposes; and
- (e) to indemnify **First Party** against any loss and damage which shall be caused by any wrongful or negligent act or omission of **Second Party** or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by **First Party**'s comparative negligence or willful misconduct.

First Party reserves the right to use the strip of land for purposes which will not interfere with **Second Party**'s full enjoyment of the rights hereby confirmed and granted; provided that **First Party** shall not:

- (a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the strip of land, or diminish or substantially add to the ground level within the strip of land, or construct any fences that will interfere with the maintenance and operation of the **Facilities**; and
- (b) deposit, or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, within the strip of land, which now or

hereafter in the opinion of Second Party may interfere with or be a hazard to the Facilities installed hereunder.

(c) Second Party explicitly understands and agrees that the First Party's existing uses of the strip of land do not interfere with the Second Party's full enjoyment of the rights hereby confirmed and granted.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

THE CITY OF EL PASO DE ROBLES, a public body of the State of California
Ву:
Ву:
I hereby certify that a resolution was adopted on the day of, 20, by the
authorizing the foregoing grant of easement.
Ву
3 W

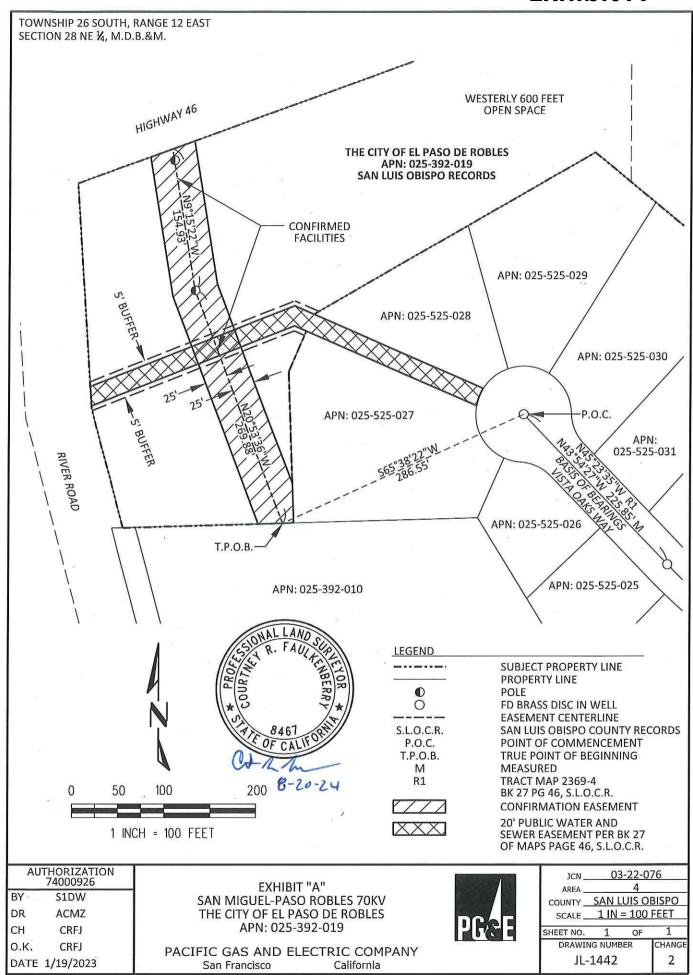
Dated

, 20

APPROVED AS TO DESCRIPTION

Courtney R. Faulkenberry P.L.S. 8467 8-20-24





Line of Business: Electric Transmission (42)

Business Doc Type: Easements

MTRSQ: 22.26.12.28.14, 22.26.12.28.11, 22.26.12.28.13, 22.26.12.28.12,

FERC License Number: N/A PG&E Drawing Number: JL-1442

Plat No.: N/A

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Communication Easements (6), Electric Pole Line Easements (3), Electric

Tower Line Easements (2)

SBE Parcel: N/A

% Being Quitclaimed: N/A Order or PM: 74000926

JCN: 03-22-076

County: San Luis Obispo Utility Notice Number: N/A

851 Approval Application No: ;Decision:

Prepared By: ACMZ Checked By: CRFJ Approved By: trpc

Revised by: