

**RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:**

City of Lompoc
Public Works Department
100 Civic Center Plaza
Lompoc, CA 93436

APN: 085-433-022; 083-060-010
Documentary Transfer Taxes \$0

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees per Govt Code 27383

GRANT OF TEMPORARY EASEMENT

Subject to the terms and conditions specified in this Grant of Temporary Easement ("**Agreement**"), the CITY OF LOMPOC, a California municipal corporation ("**Grantor**"), grants to and the PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantee**"), accepts a non-exclusive temporary easement *in gross* ("**Easement**") solely for the purpose of excavating for, constructing, reconstructing, replacing, removing, maintaining, inspecting, and using a line of poles with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy and for communication purposes, and all necessary and proper crossarms, guys, anchors, and other appliances and fixtures for use in connection with said poles, wires and cables ("**Grantee's Facilities**"), together with a right of way, on and under that certain portion of Grantor's real property in the County of Santa Barbara, State of California legally described in Exhibit A and depicted in Exhibit B ("**Easement Area**"). The Easement Area is located within that certain portion of Grantor's real property in the County of Santa Barbara, State of California legally described as follows:

Parcel I and Parcel II in the deed from Glenview Construction Co. to City of Lompoc, dated January 25, 1963, and recorded in Book 1976 Official Records page 1, Santa Barbara County. (APN 085-433-022, 083-060-010.)

Said Parcel I and Parcel II are herein referred to as "**Parcel I**" and "**Parcel II**" and are collectively referred to as "**Grantor's Property**."

1. Effective Date. This Agreement shall be effective as of the date it is fully executed by both Grantee and Grantor, and Grantee notarized ("**Effective Date**"). Grantee shall deliver the executed copy of this Agreement to Grantor which shall execute and cause it to be recorded in the Official Records of Santa Barbara County and shall promptly deliver a recorded copy to Grantee.

2. Additional Rights of Grantee. In addition to those rights granted above, Grantor further grants to Grantee:

(a) the right of ingress to and egress from the Easement Area over and across Grantor's Property by means of roads or lanes thereon, if such be there, or otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's Property that is isolated from the Easement Area by any public road or highway now crossing or hereafter crossing Grantor's Property;

(b) the right, from time to time, to trim or cut down any and all trees and brush now or hereafter within the Easement Area or adjacent to the Easement Area, which in the reasonable opinion of Grantee, may interfere with or be a hazard to Grantee's Facilities, or as Grantee reasonably deems necessary to comply with applicable state or federal regulations and to prevent a fire hazard; and

(c) the right to use such portion of Grantee's Property contiguous to the Easement Area as may be reasonably necessary in connection with excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of Grantee's Facilities.

3. Grantee's Covenants. Grantee agrees that any and all construction, alterations, replacements, and removals of Grantee's Facilities in the Easement Area, including, but not limited to, any underground and surface work, shall be subject to Grantor's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. All construction of the Grantee's Facilities shall be at Grantee's sole expense in accordance with a construction plan approved by Grantor in writing. Grantee shall also obtain and maintain, at its sole cost and expense, all applicable permits and approvals from the City of Lompoc and other appropriate local, state and federal agencies for Grantee's Facilities and Grantee's use of the Easement Area. All work shall at all times comply with all laws and regulations concerning Grantee's Facilities and Grantee's use of the Easement Area. At all times and at Grantee's sole cost and expense, Grantee shall maintain Grantee's Facilities and Easement Area in good condition and repair, maintain Grantee's Facilities in good working order, and pay any and all applicable taxes levied by any government agency against Grantee's interest in the Easement Area or Grantee's Facilities. Grantee shall not erect any fences in the Easement Area or on Grantor's Property. Grantee shall trim, mow, cut down, and maintain all trees, brush, and other vegetation consistent with City regulations and policies, and as necessary for safety and fire hazard reduction, both within the Easement Area and on portions of Grantor's Property adjacent to the Easement Area, at Grantee's sole cost and expense. Any damage caused by Grantee or its contractors, agents, and employees in its use of the Easement Area or Grantee's Facilities shall be promptly repaired by Grantee at Grantee's sole cost and expense as well as any collateral damage to the surface land adjacent to the Easement Area. If Grantee does not commence and diligently pursue to completion such repairs following written notice from Grantor and in accordance with the timeline stated in such written notice, then Grantor may enter the Easement Area and make all necessary repairs, and Grantee shall reimburse Grantor for all costs incurred by Grantor in making such repairs within thirty (30) days following a written demand from Grantor and if not paid within ten (10) days of receipt of the invoice, such amount shall bear interest at the rate of ten percent (10%) per annum until paid in full. If Grantor makes repairs to the Easement Area, as described in the previous sentence, then Grantee shall hold Grantor harmless for any damages to Grantee's Facilities unless caused by Grantor's negligence or willful misconduct.

4. No Right to Transfer. Grantee understands that the Easement is *in gross* and personal to Grantee, which shall not have the right to assign or otherwise transfer the Easement and the rights herein without the Grantor's prior written consent. This Agreement shall not include the right for any co-location of utilities or other facilities or systems in the Easement Area by any party other than the Grantee without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. Conditions and Reservations. This Agreement is further subject to: (i) all matters of record which may affect Grantor's real property; and (ii) Grantor's right to use the Easement Area for Grantor's operations, which continuing right to said use of the Easement Area is hereby expressly reserved for Grantor and its successors and assigns so long as such use(s) do not unreasonably interfere with the rights herein granted. The use of the word "grant" herein shall not imply any warranty on the part of the Grantor with respect to the Easement Area or this Agreement. Grantor further reserves the right to grant other easements or licenses at the Easement Area so long as such use(s) do not unreasonably interfere with the rights herein granted.

6. Indemnification. Grantee agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless Grantor and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, to the extent such claims, actions, losses, damages and/or liability were caused by acts, errors, or omissions, negligence, or intentional misconduct of Grantee or Grantee's officials, officers, agents, employees, contractors or invitees, and for any costs or expenses incurred by Grantor on account of such claims, except where such indemnification is prohibited by law.

7. Amendment or Modification. This Agreement may not be amended, modified or terminated except in writing executed by the parties and recorded in the Official Records of Santa Barbara County.

8. Termination. The Easement shall terminate upon the first to occur: (i) January 1, 2021; or (ii) termination by mutual agreement of the parties. Upon any such termination, Grantee shall

thereupon, without cost to Grantor, remove all of Grantee's Facilities and restore the Easement Area to a condition as near as possible to that which existed on the date this Agreement is executed by Grantee, and deliver to Grantor a recordable document in a form acceptable by Grantor to terminate this Agreement from the public records.

9. Notices. All notices, documents, correspondence and communications concerning this Agreement shall be addressed as set forth below, or as the parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid, certified or registered, return receipt requested. Any such mailing shall be deemed served or delivered upon the earlier of actual receipt or the date receipt is refused. Each party may change the address for notices by giving the other party at least ten (10) calendar days' prior written notice of the new address. Notwithstanding the above, either party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

To Grantor:

City of Lompoc
Attn: City Engineer
100 Civic Center Plaza
Lompoc, CA 93436

To Grantee:

Pacific Gas and Electric Company
Land Department
Attn: Land Agent
4325 South Higuera Street
San Luis Obispo, CA 93401

10. Attorney Fees. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney fees and costs, except that Grantee shall bear those attorney fees and costs incurred by Grantor as a result of Grantee's indemnity obligations in Section 6.

11. Authority. Each party represents and warrants to the other party that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

12. Interpretation. The section headings used in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter. This Agreement shall be construed according to its fair meaning without regard to authorship.

13. Final Agreement. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

14. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

15. Exhibits. Exhibit A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the dates specified below.

GRANTEE:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Marisol Garcia
Supervisor, Land Rights Services

GRANTOR:

CITY OF LOMPOC,
a California municipal corporation

By: _____
James Throop
City Manager

By: _____
Craig Dierling
City Engineer

ATTEST:

Stacey Haddon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

That certain real property in the City of Lompoc, County of Santa Barbara, State of California, being a portion of the parcels of land described and designated Parcel I and Parcel II in the deed from Glenview Construction Co. to City of Lompoc, dated January 25, 1963 and recorded in Book 1976 Official Records page 1, Santa Barbara County and described as follows:

A strip of land of the uniform width of 40 feet extending from the southerly boundary line of said Parcel II northeasterly to the easterly boundary of said Parcel I and lying 20 feet on each side of the line described as follows:

Commencing at the found 1-inch iron pipe shown upon the map filed for record October 31st, 1962 in Book 59 of Maps at Page 85, Santa Barbra County Records, marking the intersection of East Olive and Seventh Avenue and running thence

a) north $76^{\circ}55'16''$ east 1645.88 feet;
to a point in the southerly boundary line of said Parcel II, being the TRUE POINT OF BEGINNING of said strip of land; thence

1) north $37^{\circ}13'48''$ east 291.50 feet, more or less
to a point in the easterly boundary line of said Parcel I.

The foregoing description is based on a survey made by Pacific Gas and Electric Company in June 2019. The Basis of Bearings used is based on the centerline of Seventh Avenue between East Olive Avenue and Sheffield Drive, taken as north $01^{\circ}55'06''$ east for this description.



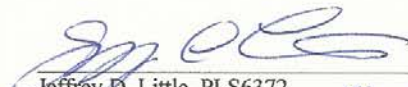
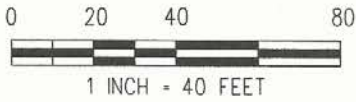

Jeffrey D. Little, PLS6372 7/20/20

EXHIBIT B
DEPICTION OF EASEMENT AREA

TOWNSHIP 7 NORTH, RANGE 34 WEST,
SW ¼ OF SECTION 35, SBB&M



Jeffrey D. Little
7/20/20



± 1900' TO
CABRILLO HIGHWAY

SHOO FLY
POLE 10
HIGHWAY 1

CENTER LINE PROPOSED
TEMPORARY PG&E EASEMENT

CITY OF LOMPOC
PARCEL I BK 1976, PG 1, S.B.C.O.R.
APN: 085-433-022

FD IP MARKING INTERSECTION
EAST OLIVE AVE AND SEVENTH AVE

BASIS OF BEARINGS
N01°55'06"E 232.96'
(N00°35'43"E 232.99')

FD IP MARKING INTERSECTION
SHEFFIELD DRIVE AND SEVENTH AVE

N76°32'55"E
1645.88'

N37°13'48"E 2915.5' ±

EXISTING PG&E EASEMENT
PER BOOK 2034 PAGE 408
LD 3407-34-0150

CITY OF LOMPOC APN: 083-060-010
PARCEL II BK 1976, PG.1, S.B.C.O.R.


LEGEND

- () BOOK 59 RECORD OF SURVEY PAGE 85, SANTA BARBARA COUNTY
- ETOH — EXISTING ELECTRIC TRANSMISSION LINE
- — PROPERTY LINE
- — CALTRANS RIGHT OF WAY
- — PROPOSED TEMPORARY EASEMENT
- — LIMITS OF TEMPORARY EASEMENT
- — EXISTING PG&E 40 FOOT WIDE ELECTRIC EASEMENT PER BOOK 2034 PAGE 408

AUTHORIZATION 74018846	
BY	S1DW
DR	ACM2
CH	JDL7
O.K.	JDL7
DATE	6/14/2020

**STRAUSS WIND ENERGY PROJECT
MANVILLE TAP 115 KV POWER LINE
LOMPOC CA.**

PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California



JCN	03-19-003
AREA	4
COUNTY	SANTA BARBARA
SCALE	1 IN = 40 FT
SHEET NO.	1 OF 1
DRAWING NUMBER	JL-1120
CHANGE	

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)
) ss.
COUNTY OF _____)

On _____, 2020 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.

Notary Public

SEAL:

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)
) ss.
COUNTY OF _____)

On _____, 2020 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.

Notary Public

SEAL: