

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

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

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CT Parcels 96002-3 & 96002-4

Location: City of Visalia	DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 73371A Service Order 802246563
A.P.N: 119-010-021 V&LM File No.: ACQ204159600 SCE Doc No.: 527983	_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SCE Company. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX Firm Name	Approved Vegetation & Land Management BY SF DATE 06/20/2023

**GRANT OF
TEMPORARY CONSTRUCTION EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF VISALIA, a municipal corporation, hereinafter referred to as “**GRANTOR**,” does hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter referred to as “**GRANTEE**,” a temporary, non-exclusive easement for construction-related purposes (“**Temporary Construction Easement**”) in, over, under and across those portions of real property located in the County of Tulare, State of California, and more particularly identified as follows:

THAT PORTION OF THE WEST HALF OF SECTION 5 AND THAT PORTION OF THE EAST HALF OF SECTION 5, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, ALL IN THE TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING FROM THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THAT PORTION THEREOF LYING WITHIN THE LINES OF THE 200 FOOT RIGHT OF WAY GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, BY ACT OF CONGRESS APPROVED JULY 27, 1866.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED DECEMBER 15, 1958 AND RECORDED IN BOOK 2112 AT PAGE 83 OF OFFICIAL RECORDS.

ALSO EXCEPTING THE SOUTH 40 FEET THEREOF.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED DATED APRIL 18, 2022 AND RECORDED OCTOBER 18, 2022 AS DOCUMENT NO. 2022-0063716 OF OFFICIAL RECORDS.

Those parcels legally described in the attached Exhibit A and depicted in the attached Exhibit B, as said Exhibits are incorporated herein by this reference (collectively, the “**Easement Areas**”).

1. Use of the Easement Areas. Use of the Easement Areas, and exercise of the easement rights granted herein, shall be limited solely to those activities which are related to and necessary for GRANTEE’s development and installation of electrical generation, transmission and/or distribution

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facilities (and improvements related thereto [collectively, the "**Utility Facilities**"]) on properties that are located adjacent and/or proximate to the Easement Areas. Specifically, during the Term of this Temporary Construction Easement (as defined below), GRANTEE shall have the following rights relative to the Easement Areas:

- a. The right to enter upon and pass and repass over and along the Easement Areas for the construction, reconstruction, enlargement, repair and maintenance of such improvements as are required for, or otherwise necessitated by, Grantee's development and installation of the Utility Facilities.
- b. The right to transport personnel, trucks, cars, equipment and materials over, through and across all portions of the Easement Areas for purposes of facilitating the development and installation of the Utility Facilities.
- c. The right to store, maintain and operate on the Easement Areas such equipment, tools, machinery, inventory, implements and other materials as are necessary or convenient in connection with GRANTEE's development and installation of the Utility Facilities.
- d. The right to install, operate, maintain and replace on, over, under and within the Easement Areas such temporary poles, footings, lines and other improvements as are necessary or convenient in connection with GRANTEE's development and installation of the Utility Facilities.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date hereof (as defined below) and shall automatically terminate and expire upon (i) the date construction of the Utility Facilities is completed or (ii) the second (2nd) anniversary of the Effective Date, whichever date shall first occur (the "**Term**"). Upon the expiration of the Term, all of the rights and benefits of GRANTEE in, to and under the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Use of Gates; Removal of Materials Impeding the Easement. GRANTEE shall have the right to use gates in all of GRANTOR's fences which presently or hereafter cross the Easement Areas, and to remove, trim, cut and clear away any trees and brush within the Easement Areas (and relocate any other materials situated, placed or appearing within the Easement Areas) whenever in GRANTEE's reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights granted hereby.

4. Obligation to Restore Easement Areas. After completion of any work performed by GRANTEE or its agents, contractors or employees which disturbs the surface of the Easement Areas, GRANTEE shall, at its sole cost and expense, restore the surface of such area as close as reasonably possible to its original character (as existing/measured at the time of the Effective Date of this Temporary Construction Easement, but specifically excluding the obligation to replace/replant any trees or shrubs trimmed, cut or cleared in connection with the provisions of Section 3, above).

5. Obligation to Obtain Necessary Approvals. Prior to engaging in any activity upon the Easement Areas, GRANTEE shall, at its sole cost and expense, apply for and obtain all necessary permits, authorizations, licenses and approvals (collectively, "**Approvals**") which are or may be required from any body, agency, or department with jurisdiction over the Easement Areas.

6. Rights Retained by GRANTOR. The easement rights acquired by GRANTEE pursuant to this instrument are acquired subject to the right of GRANTOR, its successors and assigns to use the surface and subsurface of the land within the Easement Areas to the extent that such use is compatible with the full and free exercise of the Temporary Construction Easement by GRANTEE.

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7. Indemnification.

a. GRANTEE. GRANTEE hereby agrees to indemnify, defend (with counsel acceptable to GRANTOR), release and hold harmless GRANTOR, its successors and assigns, including their respective affiliates, partners, directors, members, officers, shareholders, agents, representatives, contractors and employees (collectively, the "**Grantor Representatives**"), and each of them, and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTEE, its employees, agents, contractors and representatives (collectively, the "**Grantee Representatives**") in connection with the use of the Easement Area by GRANTEE and/or the Grantee Representatives or any material breach of this Temporary Construction Easement by GRANTEE; provided, however, that nothing contained in this paragraph shall operate to relieve GRANTOR from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of GRANTOR, the Grantor Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

b. GRANTOR. GRANTOR hereby agrees to indemnify, defend (with counsel acceptable to GRANTEE), release and hold harmless GRANTEE and the Grantee Representatives, and each of them, and its and their property from all loss, liability, damages, claims, costs and expenses (including attorneys' fee and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of GRANTOR or the Grantor Representatives in connection with the use of the Easement Areas by GRANTOR and/or the Grantor Representatives or any material breach of this Temporary Construction Easement by GRANTOR; provided, however that nothing contained in this paragraph shall operate to relieve GRANTEE from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been proximately caused by the willful misconduct or negligent acts or omissions of GRANTEE, the Grantee Representatives, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

8. General Provisions.

a. Covenants Running with the Land. GRANTEE and GRANTOR acknowledge and agree that the rights conferred by this Temporary Construction Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

b. Effective Date. This Temporary Construction Easement shall be effective upon the date that is set forth above the signature line(s) identified for GRANTOR on the final page of this instrument.

c. Authorized Representative. Each individual signing on behalf of a party to this Temporary Construction Easement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Temporary Construction Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

d. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Temporary Construction Easement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs actually incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

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e. Further Cooperation. Each of the signatories to this Temporary Construction Easement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Temporary Construction Easement.

EXECUTED this _____ day of _____, 20____.

CITY OF VISALIA, a municipal corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

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 _____ 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 _____

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WITNESS my hand and official seal.

Signature _____

Exhibit "A"

Description of the Easement Area

[To Be Attached]

Exhibit “B”

Depiction of the Easement Area

[To Be Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL NO. 73371A
APN: 119-010-021

TEMPORARY CONSTRUCTION EASEMENT:

THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN, OF RECORD OF SURVEY, IN THE CITY VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

PARCEL "A":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04' 00" WEST, 260.21 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY SOUTH 77° 58' 28" WEST, 31.22 FEET TO A POINT IN A LINE PARALLEL WITH AND 30.00 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY RIGHT OF WAY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 77° 58' 28" WEST, 102.34 FEET;

THENCE NORTH 24° 49' 25" EAST, 123.33 FEET TO SAID PARALLEL LINE;

THENCE SOUTH 28° 04' 00" EAST, 102.69 FEET ALONG SAID PARALLEL LINE TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 5,050 SQUARE FEET OR 0.116 ACRES, MORE OR LESS.

PARCEL "B":

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 SOUTH 89° 34' 02" WEST, 264.47 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, PER CALTRANS RIGHT OF WAY MAP, TUL 99 PM 36-76 RM;

THENCE NORTH 28° 04' 00" WEST, 896.76 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY AT A RIGHT ANGLE SOUTH 61° 56' 00" WEST, 30.00 FEET;

THENCE SOUTH 28° 04' 00" EAST, 40.00 FEET;

THENCE SOUTH 61° 35' 49" WEST, 332.22 FEET;

THENCE NORTH 28° 24' 11" WEST, 50.00 FEET;

THENCE NORTH 61° 35' 49" EAST, 212.51 FEET;

THENCE NORTH 28° 04' 00" WEST, 178.00 FEET;

THENCE NORTH 18° 43' 42" EAST, 164.63 FEET;

THENCE NORTH 61° 56' 00" EAST, 30.00 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 28° 04' 00" EAST, 300.00 FEET ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 53,698 SQUARE FEET OR 1.233 ACRES, MORE OR LESS.

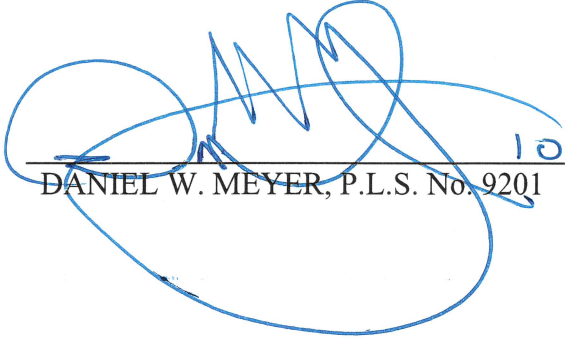
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO ANY AND ALL MATTERS OF RECORD.

THIS DESCRIPTION IS NOT INTENDED FOR THE USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

SERIAL NO. 73371A

PREPARED BY ME OR UNDER MY DIRECTION:



DANIEL W. MEYER, P.L.S. No. 9201 10/16/2023 DATE



THAT PORTION OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
MOUNT DIABLO MERIDIAN OF RECORD OF SURVEY, IN THE CITY OF VISALIA, COUNTY OF TULARE,
STATE OF CALIFORNIA, FILED IN BOOK 20, PAGE 17 OF LICENSED SURVEYS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE:

PROPOSED RIGHT OF WAY PER
CALTRANS RIGHT OF WAY APPRAISAL
MAP TUL 99 PM 35-96 AM



APN: 119-010-021

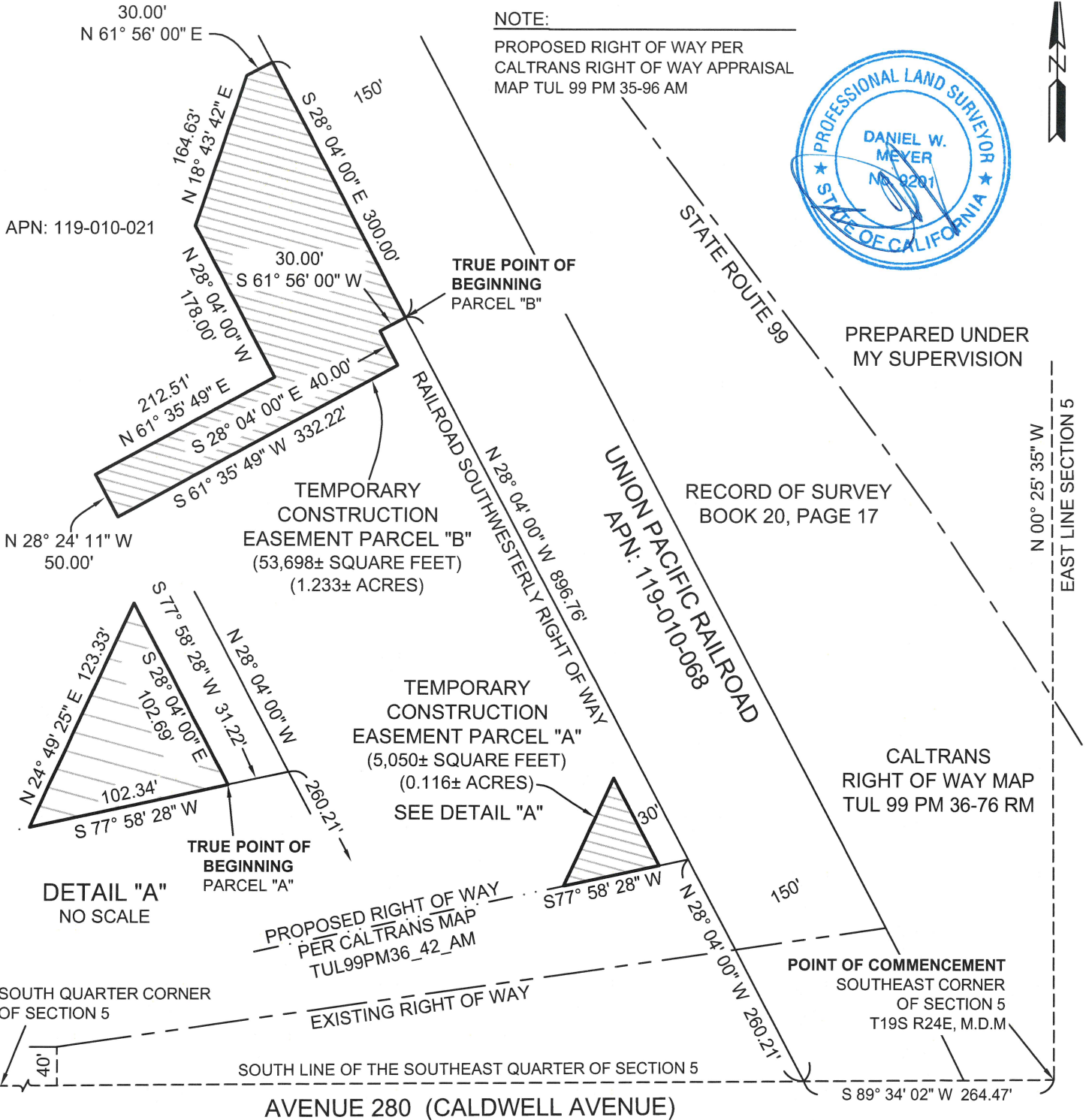



EXHIBIT "B" (SHEET 1 OF 1)

PROJECT NAME: RECTOR - GOSHEN - LIBERTY 66KV (CITY OF VISALIA)						M.S.: 125-064			
W.O. NO.: 802246563		NOT. NO.: 204159600		CITY: VISALIA		COUNTY: TULARE		STATE: CA	
SURVEYED BY: N/A			SCE F.B. REF.: N/A			DATE: 7-27-2023		 SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company	
DRAWN BY: R.S. MAYER			MAP REF.: CALTRANS RIGHT OF WAY MAP - TUL 99 PM 36-76 RM						
CHECKED BY: D. MEYER		TRES: S. FLORES		SERIAL NO.:73371A		FILE NAME: 003 (SER #73371A)		.DWG	