

REPORT TO CITY COUNCIL

DATE: MAY 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: JOHN TREICHLER, ADMINISTRATIVE ANALYST

SUBJECT: REQUEST TO APPROVE AN EASEMENT AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND SOUTHERN CALIFORNIA EDISON FOR THE CHARGE READY VEHICLE CHARGING STATION PROJECT

In early 2021, City Staff was informed by Southern California Edison (SCE) about a new Electric Vehicle Charging Station Infrastructure program called the "Charge Ready Program" that would begin in the summer of 2021.

The Charge Ready Program provides an opportunity for commercial, multi-family residences, and government agencies a way to provide the infrastructure and equipment necessary to support electric vehicle (EV) charging stations. The City will be installing three (3) dual and one (1) single charging station totaling seven (7) ports.

SCE is asking the City to execute the attached "Grant of Easement Vehicle Charging Station" document so they will be able to move forward with the approved construction plans. The construction will consist of establishing a connection from the utility meter back to the EV Charging Stations and by signing the Easement Agreement, will allow SCE access to the specific designated areas for the project, including assuming responsibility for both transformers that are located in the Civic Center's parking lot for all future service needs.

RECOMMENDATION

Staff respectfully recommends the City Council approve an Easement Agreement between the City of Agoura Hills and Southern California Edison for the Charge Ready Vehicle Charging Station Project & authorize the Mayor to sign on behalf of the City.

Attachment: Attachment – Grant of Easement Vehicle Charging Station Agreement

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

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**

| | | | | |
|---|------------------|------------------------------|------------|----------|
| DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00) | DISTRICT | SERVICE ORDER | SERIAL NO. | MAP SIZE |
| | Thousand Oaks | TD1901821 | | |
| SCE Company | FIM 76-43C-1 | APPROVED: | BY | DATE |
| SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME | APN 2061-005-911 | VEGETATION & LAND MANAGEMENT | SLS/CG | 05/11/22 |

CITY OF AGOURA HILLS, a political subdivision of the State of California (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 (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, for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN PARCEL "A" OF CERTIFICATE OF COMPLIANCE NO. 00-LLA-002, RECORDED JULY 03, 2001 AS INSTRUMENT NO. 01-1152194, OF OFFICIAL RECORDS, BEING A PORTION OF LOT 1 OF TRACT NO. 40477, AS PER MAP FILED IN BOOK 1062, PAGES 91 THROUGH 95 OF MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP #1 (14.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY OF SAID LOT "A", SHOWN ON SAID CERTIFICATE OF COMPLIANCE AS HAVING A BEARING AND LENGTH OF "NORTH 88°15'10" WEST 90.26 FEET"; THENCE ALONG SAID CERTAIN COURSE, SOUTH 88°15'10" EAST 49.00 FEET; THENCE NORTH 01°44'50" EAST 44.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 7.36 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTH 9.64 FEET TO A POINT OF ENDING.

STRIP #2 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 51°30'00" WEST 18.00 FEET; THENCE WEST 71.58 FEET; THENCE SOUTH 61°00'00" WEST 8.33 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "B".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHWESTERLY IN THE EASTERLY SIDELINE OF STRIP #3 DESCRIBED HEREINBELOW, AND TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (19.00 FEET WIDE)

THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B"; THENCE SOUTH 12.14 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "C" AND THE **TRUE POINT OF BEGINNING**; THENCE WEST 14.00 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "D".

STRIP #4 (10.00 FEET WIDE)

THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "D"; THENCE WEST 7.00 FEET TO A POINT OF ENDING, SAID POINT TO BE HEREINAFTER REFERRED TO AS POINT "E".

STRIP #5 (6.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "E"; THENCE NORTH 6.14 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 63°00'00" WEST 18.17 FEET; THENCE NORTH 56°00'00" WEST 24.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHEASTERLY IN THE WESTERLY SIDELINE OF STRIP # 4 DESCRIBED HEREINABOVE, AND TO JOIN AT THE ANGLE POINT.

STRIP #6 (6.00 FEET WIDE)

THE SOUTHERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "C"; THENCE SOUTH 89°28'00" EAST 42.00 FEET TO A POINT OF ENDING.

THE NORTHERLY SIDELINE OF SAID STRIP IS TO BE PROLONGED TO TERMINATE WESTERLY IN THE EASTERLY SIDELINE OF STRIP #3 DESCRIBED HEREINABOVE.

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 by Spectrum Land Services 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 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. However, in no event will the vehicle charging stations be removed unless a structure is constructed in the parking area. 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.

To the extent Grantee has not commenced the installation of the facilities within one (1) year of the execution date, this easement shall become null and void.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

EXECUTED this ____ day of _____, 20__.

GRANTOR

CITY OF AGOURA HILLS,
a political subdivision of the State of California

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

Signature

Print 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

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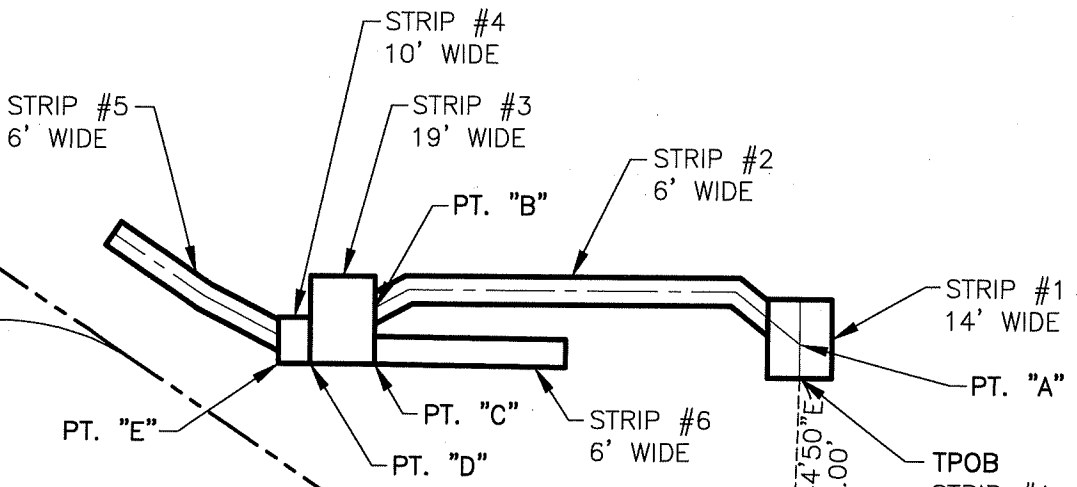
Signature _____ (Seal)

AGOURA ROAD



PARCEL "A"
COC NO. 00-LLA-002
REC. JULY 03, 2001
INST. NO. 01-1152194 O.R.

PARCEL "B"



PT. "E"

POC
STRIP #1

STRIP #6
6' WIDE

STRIP #1
14' WIDE

TPOB
STRIP #1

S88°15'10"E
49.00'

N01°44'50"E
44.00'

90.26'


30'

60'

30'

LADYFACE CIRCLE

LEGEND

-  DENOTES SCE EASEMENT AREA
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING

