Southern California Edison Company (SCE) Easement Requirements for Participation in Charge Ready Programs

Attention:

As part of your participation in Charge Ready Programs through SCE, it is agreed that you will provide easement rights for the installation of SCE's EV distribution facilities located on your property. If you are a tenant of the property, the property owner must provide SCE easement rights in order for you to participate in Charge Ready Programs.

SCE is providing the standard EV easement document.

Please understand the EV easement document has been created to provide the necessary property rights needed for SCE’s facilities. No changes, modifications or redlines to the language of the easement document will be accommodated.

Should you have questions about this easement, please send them to your SCE Account Manager or ChargeReady@sce.com.

It is SCE's expectation that once the EV easement document is provided to you, it will be executed and notarized and returned to SCE within 30 business days.
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___________________, County of ___________________, State of California, described as follows:

LEGAL DESCRIPTION

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 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, in no event will the vehicle charging stations be removed for a period of ten (10) years from the date of execution below. 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

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)