

**Recording Requested by and
When recorded, return to:**

Pacific Gas and Electric Company
245 Market Street, N10A, Room 1015
P.O. Box 77000
San Francisco, CA 94177

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

The undersigned grantor ("Grantor") is the owner of that certain real property which is located at 55 Stony Point Road, in Santa Rosa, California and identified as Sonoma County Assessor's Parcel Number 010-320-019 ("Property"). Grantor has entered into an agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), for the development of an electric vehicle charging station facility on the Property ("Project").

In connection with the Project, Grantee intends to construct and install such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electrical vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof as necessary for the distribution of electric energy and communication purposes ("Improvements").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement with access to the portion of the Property which is depicted on Attachment 1 ("Easement Area"), attached hereto and incorporated herein by this reference, to conduct all activities reasonably necessary for the construction of the Improvements ("Easement"). The Easement includes a right to ingress and egress, to place equipment and materials, and to install, construct, reconstruct, remove and replace, inspect, survey, maintain, repair, and improve, and otherwise use the Easement Area as necessary for the construction of the Improvements. Access to the Property will be through the guard gate at 55 Stony Point Road and Grantee will take precautions to minimize any damage to the Property caused by heavy equipment across the Property or at the construction site.

This Easement and the rights and privileges conferred to Grantee pursuant to this Easement shall continue in full force and effect for a period of twelve (12) months from January 12, 2022 through January 11, 2023. Upon the written request of Grantee, Grantor agrees to provide an extension of the Easement as reasonably necessary to complete the Improvements. Upon the expiration of the term of this Easement, the rights and privileges and obligations evidenced hereby, shall automatically terminate immediately and become null and void. It is anticipated that Grantor and Grantee will enter into a permanent easement for the Improvements following the completion of construction.

Grantee shall give Grantor no less than ten (10) business days to review and approve the design and layout of the Improvements and the construction schedule and shall make reasonable efforts to address any concerns of Grantor with the intent of minimizing the impact of the Improvements on Grantor's operation and use of the Property. Grantee shall obtain, at its sole cost and expense, prior to construction and work, all federal, state and local permits, licenses and approvals necessary for such construction, including local land use approvals, copies of which will be delivered to Grantor prior to commencement of construction and work on the Improvements. In carrying out the construction of the Improvements, Grantee shall use commercially reasonable efforts to minimize noise, dust and other adverse impacts caused by the construction on the Property and any surrounding properties and shall indemnify and defend Grantor from any third party claim arising in connection with such adverse impacts. Prior to the commencement of any such work, Grantee shall be required to obtain and maintain during all periods of construction and work on the Property insurance coverage in the type and amounts as are reasonably required by the risk manager of Grantee for construction activities on the Property and such coverage shall name Grantor, its elected officials, officers and employees as additional insureds. Grantee shall be solely responsible for compliance with all environmental laws and regulations regarding the proper handling and disposition of soil, construction and demolition materials at the Property.

Upon completion of the Improvements, Grantee will restore any portion of the Easement Area or the Property that has been disturbed to the condition in which it existed prior to the commencement of Grantee's construction of the Improvements. To the extent any portion of the Property is damaged by any of the activities conducted by Grantee described hereunder, Grantee shall repair any and all such damage.

Grantee shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless Grantors from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively, "Claims"), including but not limited to Claims arising from injuries to or death of persons (Grantee's employees included), for damage to property, or from any violation of any federal, state, or local law or ordinance, to the extent such Claims arise out of Grantee's negligence or willful misconduct in the exercise of any rights granted by, or obligations imposed by this Easement.

[signature pages follow]

This Easement is dated as of _____ 2022.

Executed by the City of Santa Rosa pursuant to authority granted by City Council Resolution number _____ dated January _____, 2022.

GRANTOR: CITY OF SANTA ROSA,
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

GRANTEE: PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By: _____
Name: _____
Title: _____
Date: _____

[INSERT NOTARY ACNOWLEDGMENTS]

ATTACHMENT 1
TO
TEMPORARY CONSTRUCTION EASEMENT

DEPICTION OF EASEMENT AREA

See Attached

