

RESOLUTION 2026-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA AUTHORIZING THE GRANTING OF A UTILITY DISTRIBUTION EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY (PG&E), AND A GROUND LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN REDWOOD COAST ENERGY AUTHORITY (RCEA) AND THE CITY FOR OWNERSHIP AND OPERATION OF AN EV CHARGING STATION

WHEREAS, the City of Fortuna is the owner of certain real property located at 5 Park Street, Fortuna, California, more particularly described as APN 040-381-001 and APN 040-011-001; and

WHEREAS, the City shall enter into a fee-free Ground Lease Agreement with RCEA for an EV charging station and appurtenances on APN 040-381-001; and

WHEREAS, the City shall enter into a Memorandum Of Understanding with RCEA for ownership and operation of an EV charging station and appurtenances on APN 040-381-001; and

WHEREAS, the City shall enter into a Utility Distribution Easement Agreement with PG&E for the installation, operation, and maintenance of electrical distribution facilities to serve an EV charging station and appurtenances on APN 040-381-001 and APN 040-011-001; and

WHEREAS, the City authorizes access to all EV charging station infrastructure for maintenance, repair or replacement to RCEA and PG&E as applicable; and

WHEREAS, the responsibilities of both parties are contained in the Ground Lease Agreement and the Memorandum Of Understanding; and

WHEREAS, the City Council finds that this easement grant is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fortuna as follows:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby authorizes and directs the Mayor and City Clerk to execute the Ground Lease Agreement and Memorandum Of Understanding with RCEA and the Utility Distribution Easement Agreement with PG&E, substantially in the form attached hereto as **Exhibit A**, **Exhibit B** and **Exhibit C**, respectively, and incorporated herein by reference.

Section 3. The Mayor and City Clerk are hereby authorized to execute any additional documents reasonably necessary to effectuate the purposes of this resolution, including but not limited to any amendments or clarifications mutually agreed upon with RCEA or PG&E.

Section 4. The executed easement deed will be recorded in the Official Records of Humboldt County following execution.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Fortuna this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mike Johnson, Mayor

ATTEST:

Siana Emmons, City Clerk

Exhibit A

**GROUND LEASE
TO INSTALL, OPERATE, AND MAINTAIN
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)
AT 5 PARK STREET, ROHNER PARK, FORTUNA**

This Ground Lease to Install, Operate, and Maintain Electric Vehicle Supply Equipment (EVSE) at Rohner Park, Fortuna ("Lease") is made and entered into on November 21, 2025 ("Effective Date"), by and between the *City of Fortuna* ("Landlord") and the Redwood Coast Energy Authority ("RCEA" and "Tenant") and is based on the following recitals of fact:

RECITALS

- A. Landlord is the owner of real property known as "Rohner Park," located at 5 Park Street, Fortuna, CA 95540, APN [040-381-001] operated as a public park that provides vehicle parking for use by the general public ("Property").
- B. RCEA promotes the adoption of electric vehicles in its region, and actively seeks funds to plan, implement, and manage an electric vehicle public charging infrastructure. To further this goal, RCEA seeks relationships with interested Property owners to expand the network of public electric vehicle charging stations and ensure consistent driver and site host satisfaction.
- C. RCEA received funding through the California Energy Commission (CEC) Grant Agreement ARV-22-008 for the installation of electric vehicle supply equipment ("EVSE") in the Northern California region. The Property is a desirable site for public electric vehicle charging infrastructure and the parties seek to collaborate to install and operate one (1) EVSE at this location (the "EVSE Site").
- D. With Landlord's agreement to act as the EVSE Site host, RCEA intends to install one (1) plug-in vehicle charging stations at parking spots available for use by the general public at the Property.
- E. The Parties enter into this Lease Agreement to define their respective rights and responsibilities by which RCEA is allowed to install, operate, and maintain the EVSE on the Property, and to ensure that the electricity transmission utility supplier, Pacific Gas and Electric Company ("PG&E"), has the right to access the Property in order to properly operate and maintain its appurtenant electricity infrastructure.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Leased Premises.** Landlord leases to RCEA as Tenant, and RCEA as Tenant leases from Landlord, a portion of the Property depicted on the "Site Plans," attached hereto and incorporated herein as Exhibit A, Memorandum of Understanding Attachment A: Site Plans ("Leased Premises").
2. **Use of Leased Premises.** The Leased Premises shall be used for purposes of installing, operating and maintaining one (1) electric vehicle charging stations for use by the general public, as more specifically set forth in the Memorandum of Understanding ("MOU") executed by the Parties concurrently with this Lease, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The parties acknowledge and agree that

their respective responsibilities, obligations and rights under the MOU are intended to further define their performance responsibilities, obligations and rights under this Lease. In the event of conflict between any provision in the MOU and this Lease, this Lease shall control.

3. Electric Utilities.

- a) Utility Services. RCEA shall have the right to receive utility services on the Leased Premises, including but not limited to, electrical facilities, appurtenances and associated equipment owned by PG&E. Landlord and RCEA agree that by RCEA receiving utility services from PG&E on the Leased Premises, PG&E shall have the right to excavate, construct, reconstruct, replace (with initial or any other size), remove, maintain, inspect, and use said utility facilities on the Leased Premises, together with the right of ingress and egress from said utility facilities across the Property as necessary to access the Leased Premises. Subject to prior notice to the Landlord, PG&E may trim or cut down any vegetation within 5' feet underground of PG&E utility facilities, or within 16' overhead of PG&E utility facilities, as shown in Attachment A: Site Plans.
- b) Electric Meter for EVSE. RCEA will install an electric meter to service the EVSE. Upon completion of the installation, the electric meter shall be owned by RCEA as part of the EVSE infrastructure.
- c) Payments for Electric Service. RCEA will pay the electricity costs for the EVSE. If applicable, RCEA shall pay for the following EVSE network costs for EVSE: a one-time 'Site Activation Fee,' and annual network software fees while the stations are active.

4. Term. The term of this Lease shall commence on the Effective Date recited above and shall run concurrently with the MOU. Both this Lease and the MOU shall terminate upon termination of the Lease pursuant to Section 19, below, except for those obligations that survive termination of the Lease.

5. Rent. The parties recognize and acknowledge the public benefit from installing and operating EVSE at the Property. As long as the Leased Premises are used for this purpose, no rent shall be owed.

6. Accessibility Requirements. The EVSE shall be installed and maintained in compliance with the Americans with Disabilities Act ("ADA") and any other applicable laws and regulations.

7. Hold Harmless and Indemnification.

RCEA agrees to indemnify, defend and hold harmless Landlord, its Board of Directors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of RCEA's roles and responsibilities as described in Section 2 of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the RCEA, its officers, agents employees and volunteers, pertaining to RCEA's performance of this Agreement.

Landlord agrees to indemnify, defend and hold harmless RCEA, its Governing Board, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from the performance of Landlord's roles and responsibilities as described in this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of Landlord, its officers, agents, employees and volunteers, pertaining to Landlord's performance of this Agreement.

- 8. Insurance**. RCEA agree to maintain, at a minimum, the insurance coverage or self-insurance coverage as set out below at all times during the terms of this Lease. Failure to maintain the required insurance shall be grounds for termination of this Lease. Said coverage shall include an endorsement to add Landlord, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the RCEA-owned EVSE specified in this Lease. Said coverage shall additionally be endorsed to specify that the RCEA's insurance is primary, and that insurance or self-insurance maintained by Landlord shall not contribute with it. Upon request, RCEA shall furnish Landlord with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to Landlord.
 - a) **Workers' Compensation and Employers' Liability Insurance**: RCEA shall provide Workers' Compensation and Employers' Liability insurance for RCEA's employees and agents as required by the State of California and Employer's Liability Insurance of \$1,000,000 per accident for bodily injury or disease.
 - b) **Commercial General Liability**: RCEA shall maintain commercial general liability insurance with coverage limits no less than \$2,000,000 per occurrence.
 - c) **Business Auto**: RCEA shall maintain business automobile insurance coverage with limits no less than \$2,000,000 per accident.
 - d) **Professional Liability Insurance**: RCEA shall maintain \$1,000,000 minimum professional liability insurance.
- 9. Assignment**. Neither party may assign its obligations under this Lease without the prior written consent of the other.
- 10. Entirety of Contract**. This Lease and the concurrent MOU shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Lease are hereby ratified.
- 11. Notices**. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

City of Fortuna

Kaylyn Stainbrook, Parks and Recreation Director
5 Park Street
Fortuna, Ca 95540
kstainbrook@ci.fortuna.ca.us

Redwood Coast Energy Authority
Lexie Perez, Grants & Contracts Manager
633 3rd Street
Eureka, CA 95501
lperez@redwooenergy.org

12. Relationship of Parties. It is understood that this Lease is by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Each party agrees to furnish at their own expense all tools, equipment, services, labor and materials necessary to complete all roles and responsibilities of this Lease.

13. Compliance with Applicable Laws. RCEA and Landlord shall comply with any and all applicable federal, state and local laws affecting the activities covered by this Lease.

14. Jurisdiction and Venue. This Lease shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

15. Headings. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of the provisions of this Lease.

16. Severability. If a portion, term, condition or provision of this Lease is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Effective Date. This Lease becomes effective when executed by authorized representatives of both parties; the effective date shall commence on the date of the last party's signing.

19. Termination and Amendments of the Lease

- a) **Termination Notice, EVSE.** This Lease shall remain in effect as long as any EVSE remains at the EVSE Site. Either party may terminate this Lease at any time upon 90 days' written notice to the other party. At termination, RCEA will remove all RCEA-owned EVSE unless requested in writing by Landlord to leave the EVSE in place and transfer EVSE ownership and maintenance responsibility to Landlord. Upon receiving such a request, RCEA will make a determination of whether to leave the EVSE in place and transfer ownership and maintenance responsibility in its sole discretion.

b) **Amendment.** The parties may amend this Lease upon mutual agreement, but no addition to, or alteration of, the terms of this Lease shall be valid unless made in writing and signed by the parties hereto.

20. Disputes. If either party has reason to believe that the terms of the Lease are not being fulfilled, such party may provide written notification to the other stating the basis for the concern and providing a reasonable time to respond or remedy the situation. RCEA and Landlord will make reasonable efforts to resolve the issues to all parties' satisfaction. Both parties agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice prior to invoking any procedures of this Agreement or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

21. Authority to Execute. Each person executing this Lease represents and warrants that he or she is duly authorized and has the legal authority to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of this Lease and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have executed this Lease effective on the Effective Date set forth above.

CITY OF FORTUNA, LANDLORD

Signed by:

By: _____ Date: 11/24/2025
Name: Amy Nilsen
Title: City Manager

REDWOOD COAST ENERGY AUTHORITY, TENANT

Signed by:

By: _____ Date: 11/24/2025
Name: Elizabeth Burks
Title: Executive Director

Exhibit B

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORTUNA AND
THE REDWOOD COAST ENERGY AUTHORITY**

This *Memorandum of Understanding Between the City of Fortuna and the Redwood Coast Energy Authority* is made and entered into on November 21, 2025, by and between the Redwood Coast Energy Authority ("RCEA") and *the City of Fortuna* ("SITE HOST") as a participating "site host" and is based on the following recitals of fact:

RECITALS

- A. The parties have entered into a Ground Lease to Install, Operate, and Maintain Electric Vehicle Supply Equipment ("EVSE") at Rohner Park ("Lease"), effective concurrently with this Memorandum of Understanding ("MOU").
- B. RCEA received funding through the California Energy Commission (CEC) Grant Agreement ARV-22-008, to fund the installation of EVSE in the Northern California region. Before June 30, 2025, RCEA will install one plug-in vehicle charging stations at parking spots at 5 Park Street, Fortuna, CA 95540, available for use by the general public. This one EVSE will be owned by RCEA.

NOW THEREFORE, based on the mutual covenants and conditions recited herein and made a material part hereof, the parties instate the Memorandum of Understanding as follows:

1. Purpose

The purpose of this Memorandum of Understanding is to set forth the terms and conditions between the SITE HOST and the RCEA for a partnership to provide plug-in electric vehicle charging to the general public at the Rohner Park parking lot ("LOCATION"), consistent with RCEA's authority under the Lease. This MOU is intended to cover one EVSE as depicted on the "Site Plans", attached hereto as Attachment A and incorporated herein, owned by RCEA ("RCEA-Owned EVSE").

2. Roles and Responsibilities

Through this MOU, each party agrees to the following roles and responsibilities:

- A. Equipment Installation.
 - i. New EVSE. RCEA shall coordinate installation and construction of the one EVSE at the Location, as shown on the Attachment A: Site Plans. Installed equipment shall meet the specifications set forth in Attachment B: EVSE Equipment Description. SITE HOST will facilitate access for construction.
 - ii. Electrical Connection. All work will be performed by appropriately State of California licensed and insured contractors. EVSE shall remain connected to the electrical service panel at each location. The SITE HOST shall provide RCEA with access during normal business hours to the electrical panel dedicated to the EVSE. EVSE installation shall not compromise the functionality of SITE HOST's electrical service at the LOCATION or SITE HOST's surrounding property.

B. Usage.

- i. **Charging Spaces.** SITE HOST shall designate two parking spaces at the LOCATION, as shown on the Attachment A: Site Plans, to be reserved for EVSE users and made available for use by the general public during all hours the park is open to the public. SITE HOST shall leave the LOCATION as-built per the Site Plans, which RCEA acknowledges to have adequate lighting, curb and bollard placement, and striping for use by the general public of the EVSE. RCEA acknowledges that the LOCATION, as shown in the Site Plans, is in compliance with all State and Federal laws and regulations applicable to the public use of EV charging stations.

C. Operation.

- i. **Network Fees.** If applicable, RCEA shall pay for the following EVSE network costs for EVSE owned by RCEA: including, but not limited to a one-time 'Site Activation Fee,' and annual network software fees while the stations are active. The network service provider will be ChargePoint and all invoicing shall be directed to EVSE's own account(s).

D. Maintenance.

- i. **Code Compliance.** At no cost to RCEA, SITE HOST shall maintain the LOCATION to ensure access and safety in compliance with all State and Federal laws and regulations applicable to the public use of EV charging stations.
- ii. **Onsite Support.** SITE HOST shall provide onsite support, during SITE HOST's normal working hours, for reasonable requests made by RCEA, such as resetting circuit breakers. SITE HOST contact for onsite support is:
Contact Name: Jesse Town
Title: Lead Park Maintenance Worker
Phone Number: 707-502-6251
Email: jtown@ci.fortuna.ca.us
- iii. **Warrantied Repairs.** RCEA shall bear financial responsibility for any warrantied EVSE hardware repairs for the RCEA-Owned EVSE.
- iv. **Chance Occurrence Repairs.** RCEA shall bear responsibility for preventative maintenance and for repairs to the RCEA-Owned EVSE made necessary by chance occurrences, including but not limited to vandalism, natural disasters, and electrical failures.

E. Pricing.

RCEA shall establish and manage pricing and collect payment from users of all EVSE. RCEA shall be entitled to retain all revenue received from the EVSE. In exchange for RCEA's costs to operate and maintain the EVSE, SITE HOST forgoes any right or claim it may have to share in such revenue.

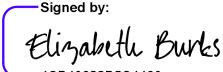
F. EVSE Upgrades, End of EVSE Life.

The parties may agree, in their respective discretion, to upgrade or replace any EVSE at the end of its respective life or upon loss of essential services necessary to

operate and maintain any station. If such upgrade or replacement is mutually desired, the parties agree to negotiate in good faith the terms of their respective financial and administrative responsibilities applicable to such EVSE upgrades or replacement.

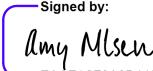
IN WITNESS WHEREOF the parties hereto have executed this MOU on the day and year last written below by their duly authorized representatives.

Redwood Coast Energy Authority

Signed by:

By: Elizabeth Burks
4CB48622B5C4468...
Elizabeth Burks, Executive Director

Date: 11/24/2025

SITE HOST

Signed by:

By: Amy Nilsen
EACF1C78A8B442A...
Amy Nilsen, City Manager

Date: 11/24/2025

ATTACHMENT A: SITE PLANS

ABBREVIATIONS

GRADING LEGEND

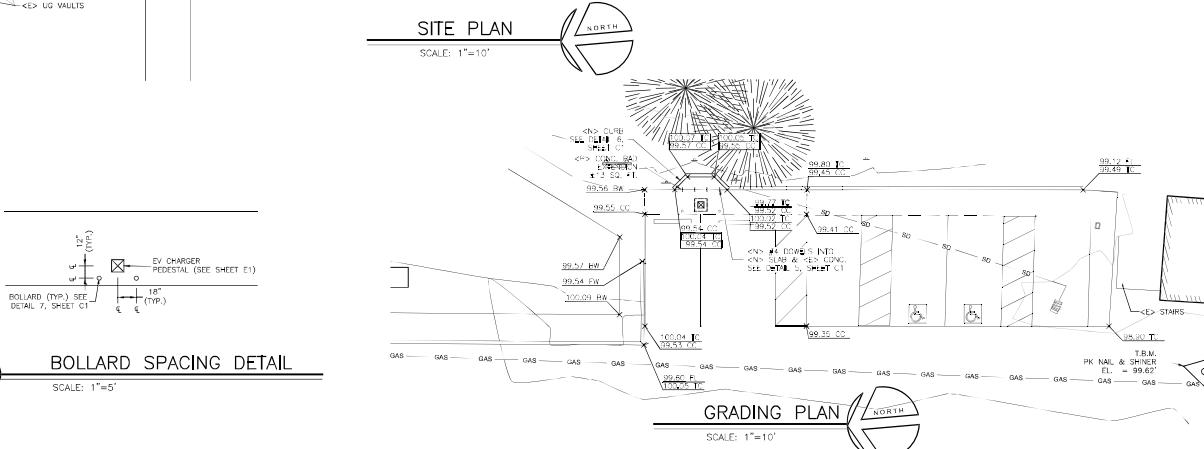
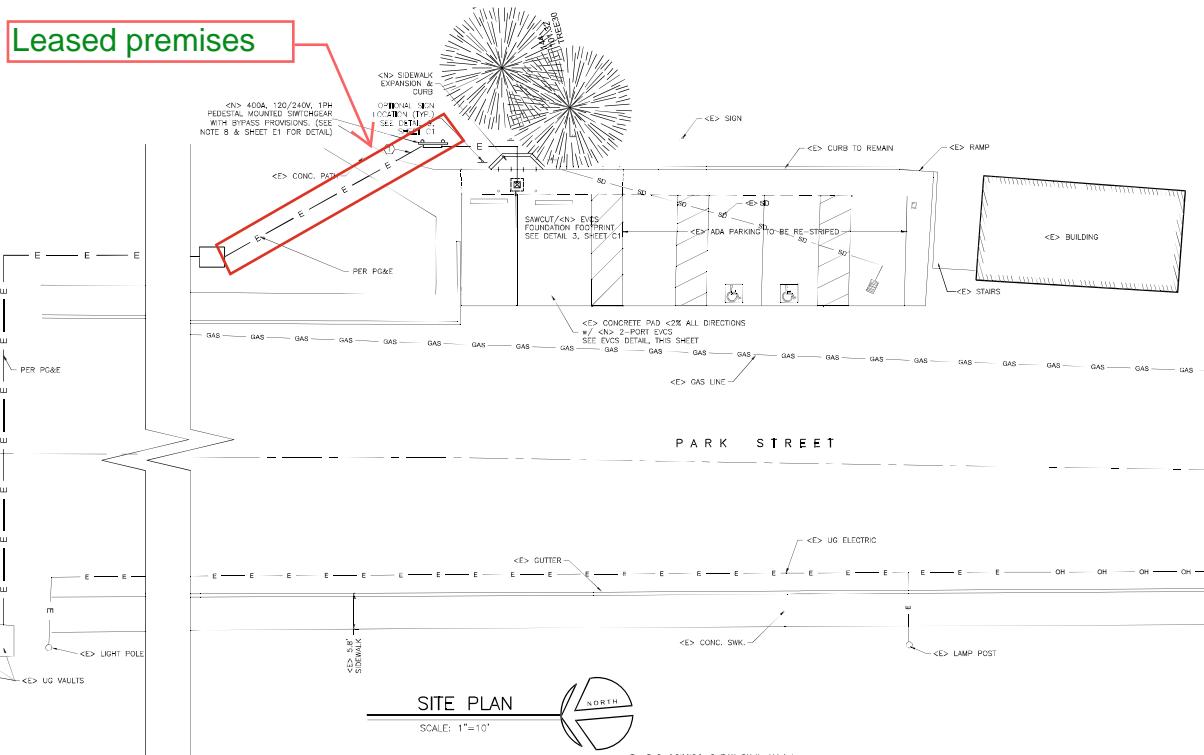
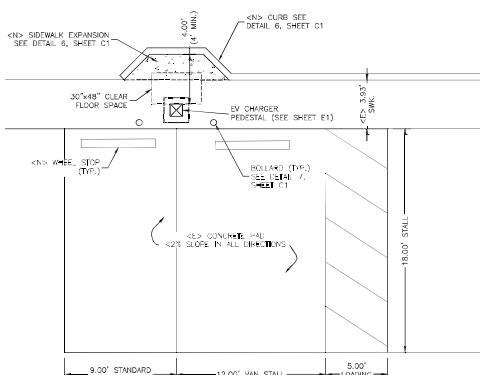
- 000.00 = EXISTING GRADE
- 000.00 = PROPOSED GRADE
-  = PROPOSED CONCRETE
-  = EXISTING AC PAVING
- EXISTING CONCRETE TO REMAIN
- EXISTING CONCRETE TO BE REMOVED
-  = MAJOR CONTOUR
-  = MINOR CONTOUR

SITE PLAN NOTES

1. SITE PLAN BASED ON TOPOGRAPHIC SURVEY BY WHITCHURCH ENGINEERING, DATED OCTOBER 24, 2023. PROPERTY BOUNDARY LINES ARE UNDATED AND ARE FOR REFERENCE ONLY.
2. NEW CV CHARGING STATIONS SHOWN TO BE SINGLE STATION, DUAL PORT CHARGEPOINT CP6000 UNITS (OR APPROVED EQUIVALENT).
3. ELECTRICAL LAYOUT FROM TRANSFORMERS TO SWITCHBOARD AS PER ASSESSMENTS PROVIDED BY PG&E.
4. CONTRACTOR SHALL SCAFF OUT AS NECESSARY FOR INSTALLATION.
5. CONTRACTOR SHALL MINIMIZE DAMAGE TO <SI> SIDEWALKS/LANDSCAPE TO THE EXTENT POSSIBLE.
6. ALL <SI> SIDEWALKS SHALL REMAIN.
7. EVS SIGNAGE IS OPTIONAL. SIGN LOCATION MAY CHANGE AT DISCRETION OF SITE HOST. SIGN MUST BE LOCATED OUTSIDE OF PARKING STALLS AND PATHS OF TRAVEL. SEE ADDITIONAL NOTES, DEAL, 9, SECTION C1.
8. PEDESTRIAL MOUNTED SIGHT-CAW TO HAVE A MINIMUM OF 8' DISTRIBUTION BREAKER SPACES. CUSTOMER & UTILITY PULL SECTIONS MUST BE SEPARATED, AND UTILITY SECTIONS MUST BE LOCKABLE. PEDESTRIAL MOUNTED SIGHT-CAW MUST MEET ALL PG&E GREENBLOCK STANDARDS. MILBURN 3530112421 OR EQUIVALENT.

GRADING NOTES

1. STRAIGHT AHEAD BENEATH FINISHED GRADE. SHOWN.
2. THE TYPES, LOCATIONS, SIZES AND DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE TOPOGRAPHIC SURVEY WERE OBTAINED FROM SURFACE FEATURES AND SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF EXISTING UTILITIES. WHITCHURCH ENGINEERING, INC. ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE LOCATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED.
3. TOPOGRAPHIC DATA IS BASED ON WHITCHURCH ENGINEERING SURVEY DATED OCTOBER 24, 2023. ACTUAL BOUNDARY LINES AND EASMENTS ARE NOT REPRESENTED IN THIS DRAWING.
4. TEMPORARY BENCHMARK NAMED NEAR THE EASTERN EDGE OF PARK STREET, P.K. NAL & SHIMER WITH AN ASSUMED ELEVATION OF 99.82'. VERTICAL DATUM IS ASSUMED.
5. CONTOURS SHOWN AT 1' INTERVAL.
6. DATUM IS NAD83.



RUN	DESCRIPTION	LENGTH	# OF RUNS (IN CONDUIT)	CONDUCTOR QTY & SIZE (PER RUN)	CONDUIT SIZE	GROUND SIZE (PER RUN)	RATING (SEE NOTES)
①	SWITCHBOARD TO SW (PER PORT)	18'	2	(2X) #3 AWG, CU	1 1/2"	#8 AWS, CU	100A/RUN (2 PER CHARGER)

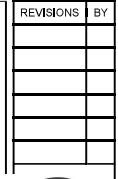
CONDUIT & CONDUCTOR SCHEDULE

NOTE:

- 1) ALL CONDUIT & CONDUCTOR RUNS SIZED FOR 19.2KW, (2) BDA CIRCUITS @ 240V. (2) 100A CIRCUIT BREAKERS REQUIRED PER CHARGEPONIT SPECIFICATIONS
- 2) EACH EV CHARGER TO BE SUPPLIED WITH (2) RUNS, (1) FOR EACH CHARGING PORT.

CONDUIT

This drawing or drawing set shall not be used for construction unless a jurisdictional stamp (County, City, State, Federal) has been issued on the drawing, stating "FOR PERMIT" or similar verbiage, a wet signed professional engineer's stamp, and permit documents have been issued for the project.



Phone (707) 444-1420

WHITCHURCH ENGINEERS
610 9th Street Portano, California 95540

RCEA ELECTRIC VEHICLE CHARGING STATIONS
9 Park Street, Fethard, Co. 95551
For: Railwatch Clean Energy, Athlone, 653-3rd St., Elkhorn, IA 95551
ROHNER PARK (P/N: 040-1981-001)

Date	MAY 17, '24
Scale	AS NOTED
Design	ZDJ
Drawn	ALW
Job	REA2301
Sheet	1.2

ATTACHMENT B: EVSE EQUIPMENT DESCRIPTION

RCEA will own one (1) CHARGEPOINT CP6000 dual-head bollard-mounted SAE J1772 standard compliant, Level 2, 240 V EVSE (Serial Number: 233976160374). This equipment will be able to service two vehicles at a time.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 1403-01-10048

EASEMENT DEED

PM# 35504227

THE CITY COUNCIL OF THE TOWN OF FORTUNA, CALIFORNIA, a public body of the State of California,

(“**Grantor**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantee**”), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Fortuna, County of Humboldt, State of California, described as follows:

(APN 040-011-001, Portion of 040-381-001)

The parcel of land conveyed by Annie E. Robinson and others to The Board of Trustees of the Town of Fortuna, California by deed dated May 25, 1921 and recorded in Book 153 of Deeds at Page 361, Humboldt County Records.

The facilities and easement area are described as follows:

Underground and aboveground facilities, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy, conveyance of gas, communication, and other public utility purposes, all to be located within the strip of land of varying widths lying along the alignment of the facilities as initially installed hereunder. The approximate location of said facilities is shown upon Grantee’s Drawing No. 35504227A attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will, at the Applicant’s expense, survey, prepare and record a “Notice of Final Description” referring to this instrument and setting forth a description of said strip of land.

Grantor hereby confirms in Grantee all necessary rights for Grantee's existing electric underground facilities, appurtenances, and associated equipment located on said lands as shown upon Grantee's Drawing No. 35504227A attached hereto and made a part hereof.

The Grantor may construct, install, modify, and maintain public improvements within or near the easement (such as paths, lighting, landscaping, signage, and fencing) so long as they do not unreasonably interfere with Grantee's access, maintenance, or use of the facilities.

Grantee will attempt to provide reasonable notice before entering the property except in the event such maintenance or replacement activities must be performed due to an emergency. Upon the completion of any construction activities within said easement area, Grantee shall restore the surface, including paving, vegetation and other improvements to as near as practicable to the condition that existed prior to such construction.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

THE CITY COUNCIL OF THE TOWN OF
FORTUNA, CALIFORNIA, a public body
of the State of California

By _____

Name _____

Title _____

I hereby certify that a resolution was adopted
on the _____ day of _____, 20____, by the
authorizing the foregoing grant of easement.

By _____

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, _____ Notary Public,
personally appeared _____

Insert name

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.

(Seal)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 1403-01-10048

Area, Region or Location: 7

Land Service Office: Eureka

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 14.03.01.35.42, 14.03.01.35.13,

Lat/Lon: 40.600388, -124.149644

FERC License Number: N/A

PG&E Drawing Number: 35504227A

Plat No.: T0817

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35504227 – 1110

JCN: N/A

County: Humboldt

Utility Notice Number: N/A

851 Approval Application No: N/A; Decision: N/A

Prepared By: MY10 *ms*

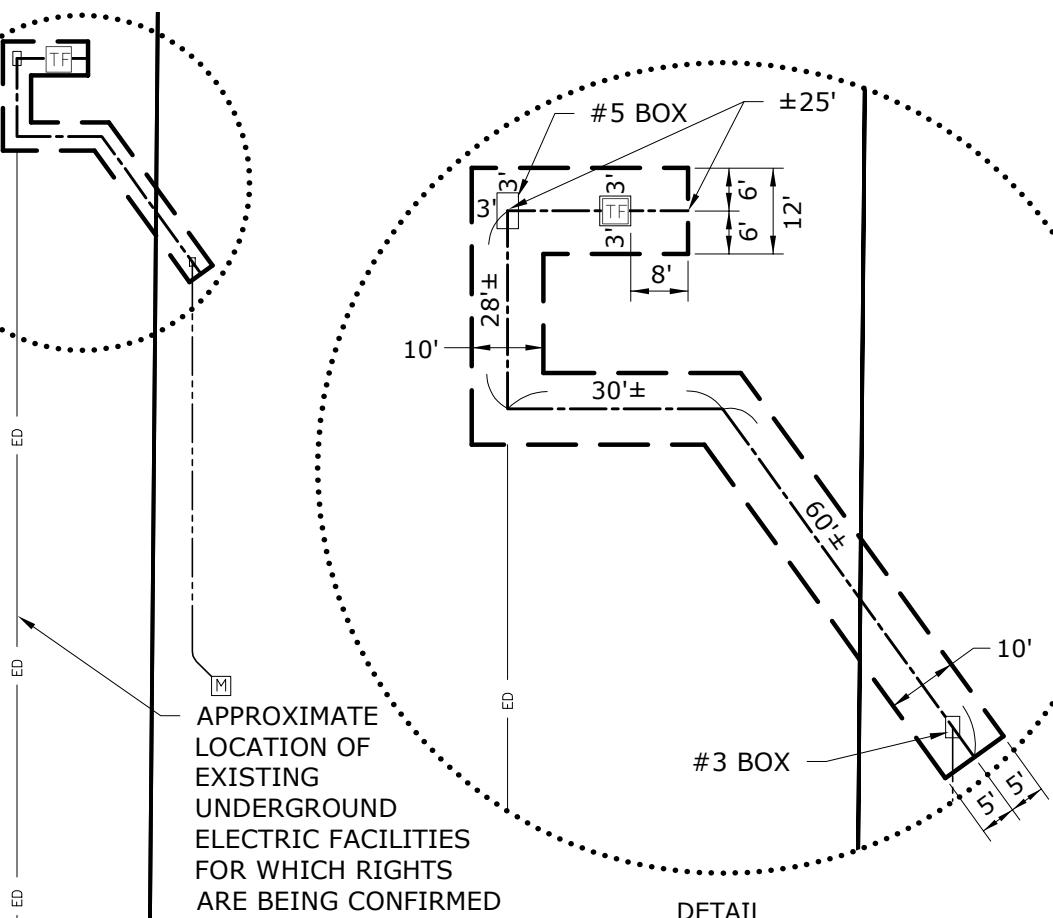
Checked By: J728 *JB*

Checked By: KCCD *KM*

Approved By: CTBA (Grantor's improvement clause & Adjacent to Easement Area Clause) *CTBA*

Revised by: N/A (N/A)

pw:\pge-pw.bentley.com:pge-pw-01\Documents\LS&ES\Distribution -
NorthCoast\Eureka\Active\35504227 _PEV 5 PARK STREET FORTUNA\



GRANTOR:

**THE CITY COUNCIL OF THE TOWN OF FORTUNA,
CALIFORNIA, a public body of the State of California**
DOC. NO.: BK. 153 OF DEEDS, PG. 361, HCR

DATED: 5/25/1921

APN 040-011-001

APN 040-381-001

DETAIL

NOT TO SCALE

APN 040-021-001

APN 040-263-002

PARK ST.
(50' WIDE)

±530' TO
MAIN ST.

LEGEND

- GRANTING PROPERTY PARCEL LINES
- PARCEL LINES
- NEW PG&E EASEMENT CENTERLINE (APPROX.)
- NEW PG&E EASEMENT BOUNDARY (APPROX.)
- NEW UNDERGROUND ELECTRIC
- EXISTING DISTRIBUTION UNDERGROUND LINE
- EXISTING TRANSFORMER & TRANSFORMER PAD
- NEW METER
- HUMBOLDT COUNTY RECORDS



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

LD# 1403-01-10048

Applicant:

EV CHARGING - ELECTRIC DISTRIBUTION EASEMENT AT ROHNER PARK, FORTUNA

SCALE
NOT TO
SCALE

DATE
1/28/26

SECTION SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SECTION 35	TOWNSHIP 3N	RANGE 1W	MERIDIAN HB&M	COUNTY OF: HUMBOLDT	CITY OF: FORTUNA
				F.B.: N/A	DR.BY:MY10/J728 CH.BY: KCCD
PLAT MAP T0817 REFERENCES			PG&E	HUMBOLDT DIVISION	35504227 AUTHORIZ DRAWING NO.