

## REAL PROPERTY LICENSE AGREEMENT

THIS REAL PROPERTY LICENSE AGREEMENT (this “**License**”), made and entered into as of [REDACTED], 2018 (the “**Effective Date**”), by and between \_\_\_\_\_, hereinafter called “**Licensor**” and SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called “**Licensee**.”

This License is entered into pursuant to the online SDG&E’s *Power Your Drive* Program Site Host Participation Application (the “**Application**”). Except as may be defined herein, capitalized terms used in this License shall have the meanings assigned to them in the Application.

Licensor hereby grants to Licensee a license to erect, construct, improve, reconstruct, repair, maintain, and use the following facilities (“**Facilities**”) on the Premises (as described below):

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and electric vehicle charging stations (“**EV Stations**”), and all appurtenances for the distribution of electricity to the Facilities.
2. Communication facilities, and appurtenances, which can include, Supervisory Control and Data Acquisition (SCADA).

Licensee has the right of ingress and egress, to, from and along the Premises in, upon, over and across the Property (as defined below). Licensee further has the right, but not the duty to clear and keep this Premises clear from explosives, buildings, structures and materials.

The Premises are located on the “**Property**” in the County of San Diego, State of California described as follows:

[ADD PROPERTY DESCRIPTION]

The “**Premises**” shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of all Facilities installed on the Property on or before [REDACTED]. The installation location shall be mutually agreed to by the parties prior to installation.

In order to provide adequate working space for Licensee, Licensor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground transformer.

Licensors shall provide, at all times, a delineated parking space surrounding each EV Station, so that each EV Station may be accessed and used by an electric vehicle for charging. SDG&E has the right to stencil, in paint, the ground of such stall with the letters “Electric Vehicles” and/or install signs that states: “No parking except for electric vehicle”. All signage proposed for this project shall conform to City Wide Sign Regulations and be administered by the Sign Code Administration Division of the Planning Department, where applicable.

Licensors shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig, on the Premises, except for existing structures on the Premises that have been approved by Licensee and documented in the Site Design Layout described above.

Licensee shall indemnify, defend, and hold Licensor harmless from and against all losses, damages, or expenses that Licensor may sustain or become liable for that result from the construction or maintenance by Licensee of its Facilities within the Premises. Such indemnification shall include any losses, damages, or expenses arising solely out of negligence or intentional acts of Licensee but excepting any losses, damages, or expenses resulting from the negligent or intentional acts of the Licensor and third parties.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Licensor shall not make or allow any excavation or fill to be made on the Premises WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

This License shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Licensor and Licensee.

If Licensor sells the Property, Licensor shall use best efforts to assign this License to the recipient of the sale prior to the legal transfer of the Property.

The term of this License shall commence upon the date of execution and if not mutually renewed by both parties, shall expire 10 years from the date of installation of the Facilities (“Term”). However, upon either parties’ request, this License may be terminated within 30 days notice; provided, however, if Licensor is the party that requested to terminate the License, prior to the end of the Term, then Licensor shall pay to Licensee, within 30 days of such termination, (i) Licensee’s full and reasonable cost and sole expense to remove the Facilities from the Premise, and (ii) an amount equal to the portion of the undepreciated cost of the Facilities remaining at the time of removal and the portion of the undepreciated amount of the installation costs remaining at the time of removal. If Licensee requests termination, it shall pay for the costs of removal and no additional costs shall be required of Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



[COMPANY NAME HERE]

**SAN DIEGO GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_  
Signature and Date

By: \_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

SAMPLE