

**RESOLUTION NO. 20, 2024-25**

**RESOLUTION OF THE BOARD OF EDUCATION  
OF THE REDLANDS UNIFIED SCHOOL DISTRICT  
DEDICATING AN EASEMENT OVER REAL PROPERTY  
TO SOUTHERN CALIFORNIA EDISON**

**WHEREAS**, the Redlands Unified School District (“District”) owns certain real property located at 955 E. Citrus Avenue in the City of Redlands (“City”), County of San Bernardino, State of California, which generally is the site of the Transportation Department (“District Property”); and

**WHEREAS**, Southern California Edison (SCE) is requesting a grant of easement and right of way to provide electrical power to vehicle charging stations; and

**WHEREAS**, the portion of the District Property that would be subject to the easement requested by SCE (“Subject Property”) is described and depicted in the proposed “Grant of Easement” attached as Exhibit “A” to this Resolution;

**WHEREAS**, pursuant to Education Code Section 17557 *et seq.*, and upon approval by not less than two-thirds of the Board of Education of the Redlands Unified School District (“Board of Education”), the District may dedicate to SCE the proposed easement over the Subject Property subject to the terms and conditions set forth in the Grant of Easement attached as Exhibit “A” to this Resolution (“Easement”); and

**WHEREAS**, on October 8, 2024, and in accordance with Education Code Section 17557, the Board of Education adopted Resolution No. 14, 2024-25 to thereby declare the Board of Education’s intent to dedicate to the Easement to SCE; and

**WHEREAS**, Resolution No. 14, 2024-25 also established October 22, 2024, at 6:00 p.m. or as soon thereafter as the matter may be heard, as the date and time of a public hearing by the Board of Education regarding the proposed dedication of the Easement to SCE (“Public Hearing”); and

**WHEREAS**, the District posted and caused to be published notice of the adoption of Resolution No. 14, 2024-25 and of the time and place of the Public Hearing, all as required pursuant to Education Code Section 17558; and

**WHEREAS**, on October 14, 2024-25, the Board of Education duly conducted the Public Hearing in accordance with Education Code section 17559 and, at the Public Hearing, the Board of Education did not receive any petition protesting the proposed dedication of the Easement to SCE that had been signed by at least 10 percent of the qualified voters residing within the District’s boundaries.

**NOW, THEREFORE,** the Board of Education hereby resolves, determines and orders as follows:

**Section 1.**      The foregoing recitals are true and correct.

**Section 2.**      The Board of Education hereby authorizes and directs the Superintendent of the District, or the Deputy Superintendent of Business Services of the District, to execute the Grant of Easement, in substantially the form attached as Exhibit “A” hereto, together with such other documents as reasonably may be necessary and/or convenient to accomplish the purposes of this Resolution No. 20, 2024-25, and to deliver such documents to SCE. Prior to execution of the Grant of Easement, the Superintendent or Deputy Superintendent of Business Services, upon consultation with District legal counsel, may make such non-substantive revisions to the Grant of Easement as deemed appropriate and necessary.

**Section 3.**      This Resolution shall take effect immediately upon approval and adoption by not less than two-thirds vote of all members of the Board of Education.

The foregoing resolution was adopted this 22nd day of October 2024, by the following vote:

THE GOVERNING BOARD OF THE  
REDLANDS UNIFIED SCHOOL DISTRICT

Ayes:	<input type="text"/>	<input type="text"/>
Noes:	<input type="text"/>	<input type="text"/>
Absent:	<input type="text"/>	<input type="text"/>
Abstain:	<input type="text"/>	<input type="text"/>
		<input type="text"/>

# Exhibit A

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

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF  
EASEMENT**  
Vehicle Charging Station

<u>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</u>	DISTRICT Redlands	SERVICE ORDER TD2226791	SERIAL NO.	MAP SIZE
SCE Company	GVM 202-2250-1	APPROVED: VEGETATION & LAND MANAGEMENT/LAW DEPARTMENT (M.A.R.)	BY SLS/BT	DATE 08/13/2024
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 0170-241-37			

REDLANDS UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO COUNTY, (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 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 Redlands, County of San Bernardino, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN THAT PORTION OF LOTS 9, 10, AND 11 IN BLOCK "L" OF LUGONIA PARK, AS PER MAP RECORDED IN BOOK 4, PAGE 50 OF MAPS, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE DEED TO THE GRANTOR HEREIN, RECORDED ON SEPTEMBER 17, 1964 IN BOOK 6233, PAGE 531, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN CURVE IN THE WESTERLY LINE OF SAID "LAND", DESCRIBED AS BEING CONCAVE TO *THE SOUTHWEST*, HAVING A RADIUS OF 232.00 FEET, A CENTRAL ANGLE OF 43°36'07", AND AN ARC LENGTH OF 176.55 FEET IN SAID DEED, A RADIAL LINE PASSING THROUGH SAID TERMINUS BEARS NORTH 89°45'02" EAST;

THENCE NORTHERLY ALONG SAID CERTAIN CURVE, THROUGH A CENTRAL ANGLE OF 09°56'32" AN ARC DISTANCE OF 40.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 12.50 FEET, A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 60°40'10" EAST;

THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°34'15" AN ARC DISTANCE OF 9.07 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 235.00 FEET, SAID CURVE BEING CONCENTRIC WITH

AND DISTANT 3.00 FEET EASTERLY FROM SAID CERTAIN CURVE IN THE WESTERLY LINE OF SAID "LAND";

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°01'30" AN ARC DISTANCE OF 65.73 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 12.50 FEET;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°04'35" AN ARC DISTANCE OF 10.71 FEET;

THENCE NORTH 20°48'40" EAST 3.94 FEET TO THE POINT OF TERMINUS, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHERLY IN THE WESTERLY LINE OF SAID "LAND" AND NORTHERLY IN THE SOUTHWESTERLY LINE OF STRIP #2 DESCRIBED HEREINBELOW.

STRIP #2 (17.00 FEET WIDE)

COMMENCING AT SAID POINT "A";

THENCE NORTH 27°41'21" WEST 3.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 62°18'39" EAST 14.00 FEET TO THE POINT OF TERMINUS, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

STRIP #3 (6.00 FEET WIDE)

COMMENCING AT SAID POINT "B";

THENCE SOUTH 27°41'21" EAST 3.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 77°49'15" EAST 10.35 FEET;

THENCE SOUTH 30°22'14" EAST 3.00 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE WESTERLY IN THE NORTHEASTERLY LINE OF STRIP #2 DESCRIBED HEREINABOVE AND TO JOIN AT THE ANGLE POINT.

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, except in connection with a termination of that certain Charge Ready Participation agreement affecting Grantor's property (the "CR Agreement") in accordance with the terms thereof, in no event will the vehicle charging stations be removed for a period of ten (10) years from "In-Service Date" (as defined in the CR Agreement). 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**

REDLANDS UNIFIED SCHOOL DISTRICT OF SAN  
BERNARDINO COUNTY

By Exhibit A  
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)

