

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/~~Union~~ Sunnyvale

Recording Fee \$ _____

Document Transfer Tax \$ No Consideration

☒ 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

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2307-02-10041

EASEMENT DEED

CITY OF SUNNYVALE, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

(APN 211-24-042)

Parcel 3 as shown upon the Parcel Map filed for record April 10, 1972 in Book 299 of Maps at Page 15, Santa Clara County Records.

The easement area is described as follows:

5 ft

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed. The approximate location of said facilities are shown upon Grantee's Drawing No. SJL-16035 (Exhibit "A"), attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor'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 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 excavate for, 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 "B", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution 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: _____, _____.

CITY OF SUNNYVALE, a municipal
corporation

By _____

By _____

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

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,
Insert name
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 of Notary Public

(Seal)

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 _____

Pacific Gas and Electric Company



EXHIBIT "B"

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 and **may be used to install additional utility facilities**. 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.

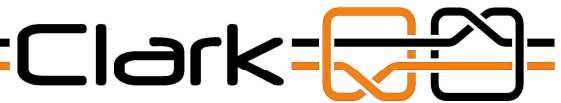


EXHIBIT A
PG&E EASEMENT
A PORTION OF THE NE1/4 SECTION 1,
TOWNSHIP 7 SOUTH, RANGE 2 WEST, OF THE M.D.M.,
CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA

February 24, 2022

M.D.M.: T7S, R2W, NE1/4 OF SEC. 1

A portion of Parcel 3 of that Parcel Map recorded April 10, 1972 in Book 299 Page 15 and a portion of the parcel described in that Corporation Grant Deed recorded June 7, 1976 in Book C63, Page 491 in the Official Public Records of Santa Clara County, California, being more particularly described as follows:

COMMENCING at the northwesterly terminus of the arc along the south right-of-way line of Michelangelo Drive as shown on said Parcel Map, having a radius of 339.00 feet and an arc length of 349.66 feet; thence along said south right-of-way line, along a non-tangent curve to the right, whose center bears S46°14'10"W, having a radius of 339.00 feet, a central angle of 08°26'37", a distance of 49.96 feet, to the **POINT OF BEGINNING**; thence continuing along said south right-of-way line, along a compound curve to the right, having a radius of 339.00 feet, a central angle of 00°51'27", a distance of 5.07 feet; thence leaving said south right-of-way line along the following ten (10) courses:

1. S45°17'53"W, a distance of 192.18 feet;
2. S75°55'11"W, a distance of 49.58 feet;
3. S07°37'59"E, a distance of 74.72 feet;
4. S44°03'23"E, a distance of 1.58 feet;
5. S45°40'32"W, a distance of 10.00 feet;
6. N44°03'23"W, a distance of 10.00 feet;
7. N45°40'32"E, a distance of 10.00 feet;
8. N07°37'59"W, a distance of 72.41 feet;
9. N75°55'11"E, a distance of 52.68 feet;
10. N45°17'53"E, a distance of 191.67 feet, to the **POINT OF BEGINNING**.

Containing 1,683 Sq. Ft. or 0.039 acres, more or less.

BASIS OF BEARINGS:

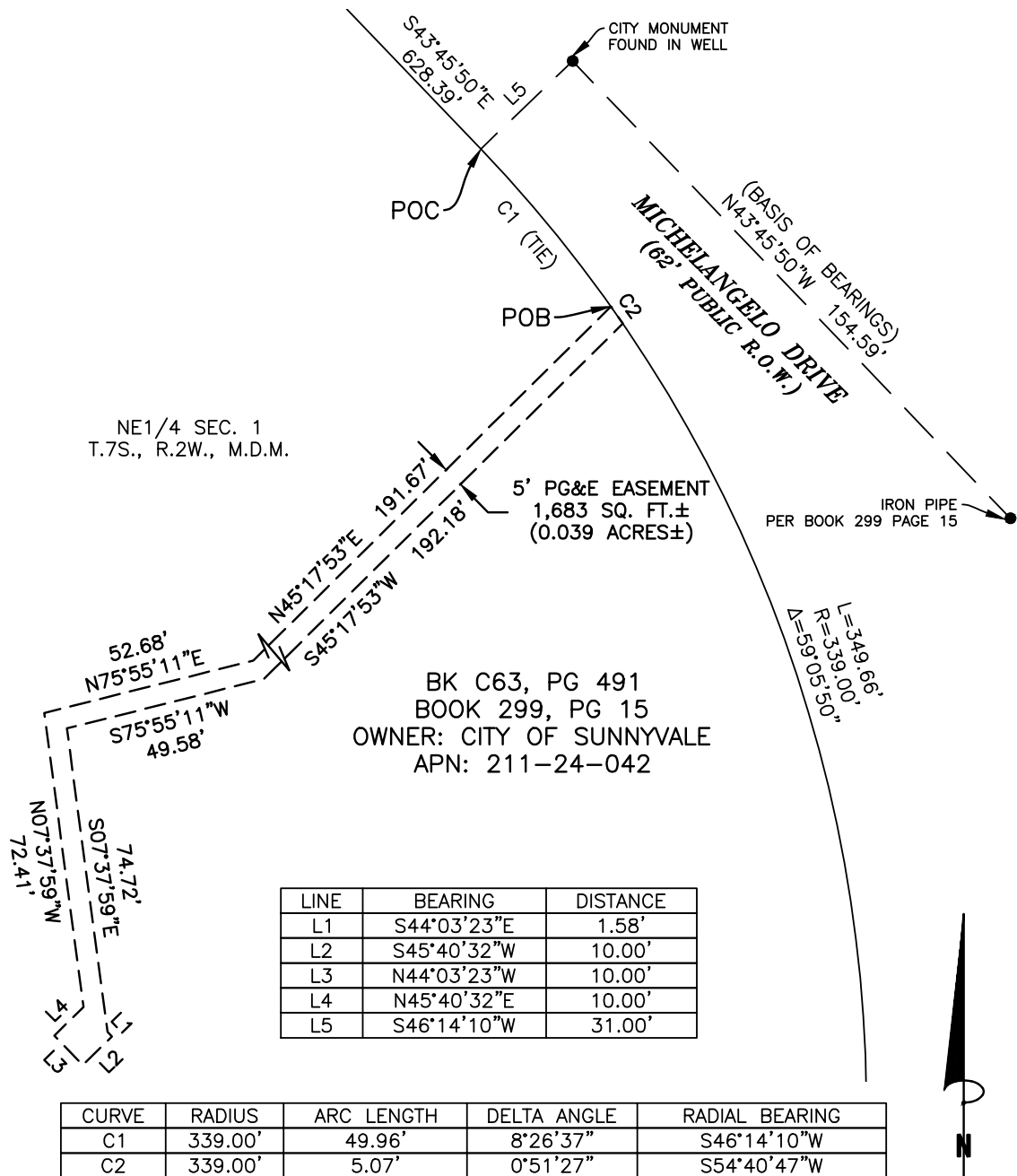
The bearings contained herein are based upon a portion of the north line of the land shown on the map filed for record in Book 299 of Maps, at Page 15, Santa Clara County Records, California, having a calculated bearing and distance of N43°45'50"W 154.59 feet.

Brian L. Sousa
California Professional Land Surveyor No. 7917
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT B

PG&E EASEMENT

A PORTION OF THE NE1/4 OF SECTION 1,
TOWNSHIP 7 SOUTH, RANGE 2 WEST, OF THE M.D.M.
CITY OF SUNNYVALE, SANTA CLARA COUNTY, CALIFORNIA



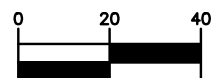
NOTE:

This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

BASIS OF BEARINGS:

The bearings contained herein are based upon the monuments found marking a portion of the north line of the land as shown upon the map filed for record in Book 299 of Maps, at Page 15, Santa Clara County Records. The bearing between said found monuments on the north line was taken as N43°45'50"W.

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

Project No: **210145**
Drawn: SCG
Date: 2/24/2022
Check: BLS
Sheet 2 of 2

Clark
Land Surveying, Inc.
177 S. Tiffany Dr. • Pueblo West, Co. 81007 • 719.633.8533
www.clarkls.com

Deed Report

Thu Feb 24 16:54:03 2022

Starting Coordinates: Northing 1956635.69, Easting 6119245.92

Distance Units: Feet

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
S 34°53'30" E	5.07	CURVE R	339.00	5.07	0°51'25"	2.54	
Rad-In: S 54°40'48" W Rad-Out: S 55°32'12" W							
S 45°17'53" W	192.17	LINE					
S 75°55'11" W	49.58	LINE					
S 07°37'59" E	74.72	LINE					
S 44°03'23" E	1.58	LINE					
S 45°40'32" W	10.00	LINE					
N 44°03'23" W	10.00	LINE					
N 45°40'32" E	10.00	LINE					
N 07°37'59" W	72.41	LINE					
N 75°55'11" E	52.68	LINE					
N 45°17'53" E	191.67	LINE					

Ending Coordinates: Northing 1956635.70, Easting 6119245.92

Area: 1682.43 S.F., 0.0386 Acres

Total Perimeter Distance> 669.88

Closure Error Distance> 0.01 Error Bearing> N 32°28'25" E

Closure Precision> 1 in 103514.1