

Distribution Easement (Rev. 09/15)

**RECORDING REQUESTED BY AND RETURN TO:**

***PACIFIC GAS AND ELECTRIC COMPANY***  
***San Jose Land Services Office***  
**111 Almaden Blvd, Rm 814**  
**San Jose CA 95113**

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

\_\_\_\_\_  
 Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD#****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 construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

(APN 205-49-001)

Parcel 3 as shown upon the Record of Survey Map filed for record April 21, 1959 in Book 105 of Surveys at page 17, Santa Clara County Records.

Said facilities and easement area are described as follows:

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; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcels of land described in Exhibit "A" and shown by hashed lines on Exhibit "B", attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down 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 shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantee shall indemnify Grantor against any loss and damage which shall be caused by any negligent act or omission of Grantee or of its agents or employees which may arise out of or occur by the performance or work by Grantee it's contractors and agents within the easement area, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

When the easement is no longer needed, parties shall cooperate to create and execute documents and instruments necessary to terminate this easement for its intended purposes.

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

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: \_\_\_\_\_, 2016.

CITY OF SUNNYVALE, a Municipal Corporation,

\_\_\_\_\_  
By: Deanna Santana, City Manager

Executed in the presence of:

By: \_\_\_\_\_  
Kathleen Franco Simmons, City Clerk

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2016, by the \_\_\_\_\_ authorizing the foregoing grant of easement.

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, \_\_\_\_\_,  
Here insert name and title of the officer

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 \_\_\_\_\_

## EXHIBIT "A"

Original By CLM  
Date 12/16/15

Revised By  
Revision Date

PROJECT WOLFE ROAD RECYCLED WATER  
PROPERTY CITY OF SUNNYVALE

APN 205-49-001

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUNNYVALE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 AS SHOWN IN THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 105 OF MAPS, PAGE 17, SANTA CLARA COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **PARCEL "A"**

A VARIABLE WIDTH STRIP THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT AN OPEN 3/4" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID PARCEL 3, AS SHOWN ON SAID PARCEL MAP;  
THENCE ALONG THE NORTH LINE OF SAID PARCEL 3 NORTH 75°27'41" WEST, 98.75 FEET TO THE **POINT OF BEGINNING**;  
THENCE LEAVING SAID NORTH LINE SOUTH 11°07'19" WEST, 61.55 FEET TO A POINT KNOWN AS "D1";  
THENCE SOUTH 74°39'18" EAST, 75.40 FEET TO A POINT KNOWN AS "D2";  
THENCE SOUTH 75°44'53" EAST, 2.31 FEET TO A POINT HENCEFORTH KNOWN AS "C";  
THENCE SOUTH 75°44'53" EAST, 17.00 FEET TO A POINT KNOWN AS "D3" AND THE TERMINUS OF SAID CENTERLINE.

THE WIDTH OF SAID STRIP SHALL BE 5.00 FEET WIDE LYING 2.5 FEET ON EACH SIDE OF THE AFORMENTIONED CENTERLINE BETWEEN THE FOLLOWING AFORMENTIONED POINTS:

FROM SAID POINT OF BEGINNING TO POINT "D1";  
FROM "D1" TO "D2".

THE WIDTH OF SAID STRIP SHALL BE 22.00 FEET WIDE LYING 11.00 FEET ON EACH SIDE OF THE AFORMENTIONED CENTERLINE BETWEEN THE FOLLOWING AFORMENTIONED POINTS:

FROM "D2" TO "C";  
FROM "C" TO "D3".

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE NORTHERLY LINE OF SAID PARCEL 3.

CONTAINING 1,109 SQUARE FEET, MORE OR LESS.

**PARCEL "B"**

A 10.00 FOOT WIDE STRIP THE NORTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** THE AFOREMENTIONED POINT "C";  
THENCE SOUTH 08°48'43" EAST, 11.96 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING SOUTH 08°48'43" EAST, 9.89 FEET;  
THENCE SOUTH 02°47'40" EAST, 19.31 FEET;  
THENCE SOUTH 06°27'56" WEST, 11.29 FEET TO THE BEGINNING OF A CURVE  
CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 55.88 FEET;  
THENCE ALONG SAID CURVE SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND  
NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 116°46'37", FOR AN ARC LENGTH  
OF 113.89 FEET;  
THENCE NORTH 56°45'27" WEST, 13.19 FEET;  
THENCE ON A BEARING TANGENT TO AN EXISTING CIRCULAR CONCRETE TANK PAD  
NORTH 21°51'40" WEST, 35.51 FEET;  
THENCE NORTH 40°30'33" WEST, 11.76 FEET TO A POINT ON THE EAST LINE OF THAT  
CERTAIN 10.00 FOOT WIDE UTILITY EASEMENT GRANTED TO P.G.& E. IN DOCUMENT  
RECORDED JULY 27, 1979 AS DOCUMENT NUMBER 6447846, SANTA CLARA COUNTY  
OFFICIAL RECORDS AND THE TERMINUS OF SAID NORTHERLY LINE.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO  
TERMINATE IN THE EAST LINE OF SAID P.G.&E. EASEMENT AND THE SOUTH LINE OF  
THE PARCEL "A".

CONTAINING 2,195 SQUARE FEET, MORE OR LESS.

**PARCEL "C"**

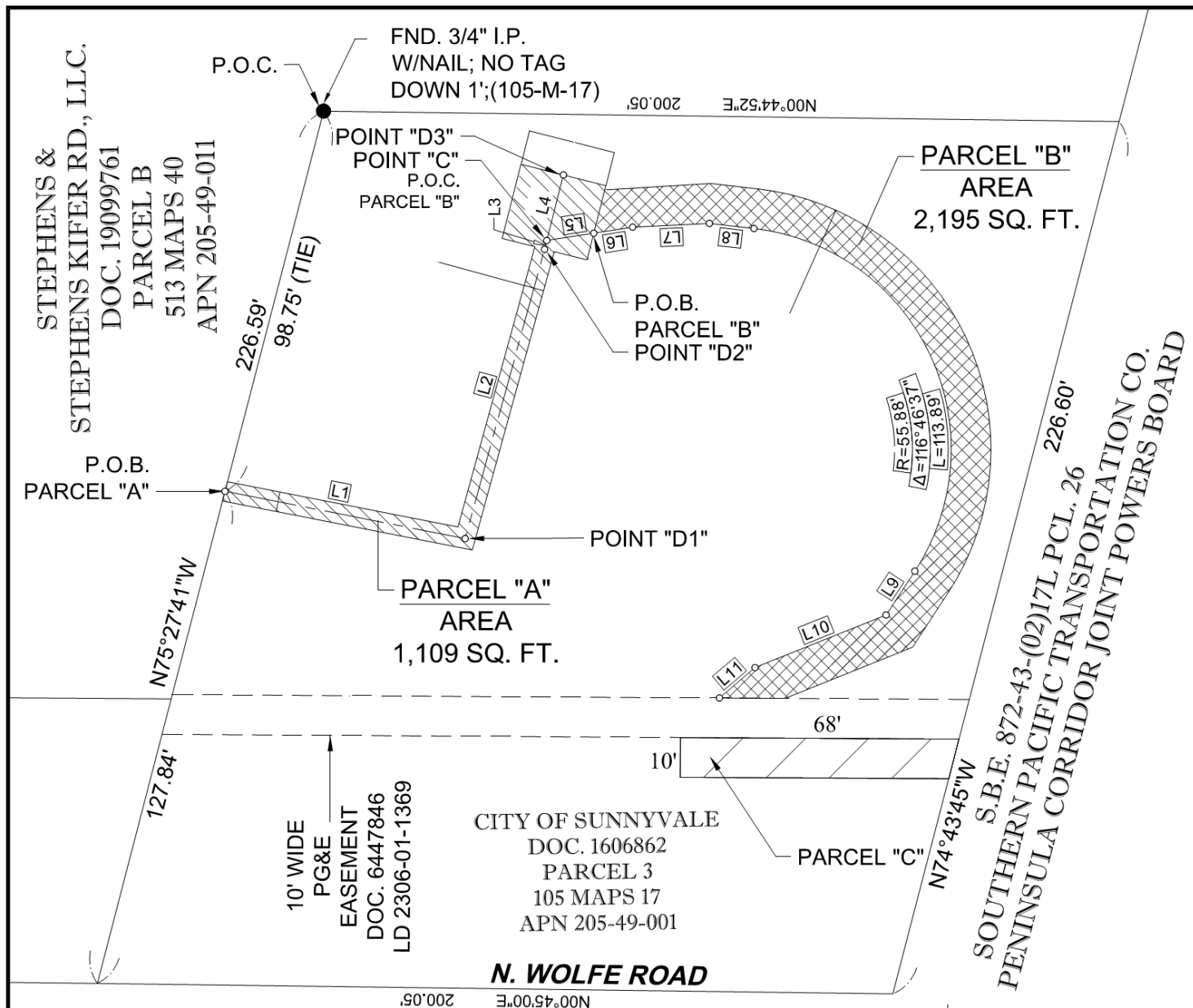
A STRIP OF LAND OF THE UNIFORM WIDTH OF 10 FEET LYING CONTIGUOUS TO AND  
WESTERLY OF THE WESTERLY BOUNDARY LINE OF SAID P.G.&E. EASEMENT  
EXTENDING FROM THE NORTHERLY OF THE SOUTHERLY BOUNDARY LINE OF SAID  
LAND NORTHERLY 68 FEET.( MEASURED ALONG SAID P.G.&E. EASEMENT)

**BASIS OF BEARING**

BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE  
CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN  
BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

**SURVEYOR'S STATEMENT**

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



Line #	Direction	Length
L1	S11°07'19"W	61.55'
L2	S74°39'18"E	75.40'
L3	S75°44'53"E	2.31'
L4	S75°44'53"E	17.00'
L5	S08°48'43"E	11.96'
L6	S08°48'43"E	9.89'
L7	S02°47'40"E	19.31'
L8	S06°27'56"W	11.29'
L9	N56°45'27"W	13.19'
L10	N21°51'40"W	35.51'
L11	N40°30'33"W	11.76'

TIE

BEARINGS AND DISTANCES HEREIN ARE BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF SAN LUCAR COURT AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 513 OF MAPS AT PAGE 40, SANTA CLARA COUNTY OFFICIAL RECORDS.

## EXHIBIT "B"

<b>Santa Clara Valley Water District</b>			<b>SCALE: 1" = 40'</b>	PROJ. NO.	2016_047
				FILE NO.	9124-1
				APN	205-49-001
REV.	BY	DATE	DESCRIPTION	TITLE REPORT NO.	0616012057-RR
1				DRAWN	CLM
2				DATE	12/15/2015

## Pacific Gas and Electric Company



### EXHIBIT "C"

#### 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.