

**RESOLUTION NO. 20-8891**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, APPROVING PURCHASES OF OVERHEAD  
ELECTRIC EASEMENTS**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara, a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power ("City" or "SVP") is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP's systems. The South Loop Reconfigure Project ("Project") is a keystone project for this effort;

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements;

**WHEREAS**, the Project was analyzed in accordance with the requirements of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration (MND) [SCH# 2020-05-9009] was prepared for the project by the environmental consultant firm Aspen Environmental Group, and adopted by Council on July 7, 2020 by Resolution No. 20-8869; and,

**WHEREAS**, City Council provided authority to negotiate Easements with owners of certain parcels required to construct the Project and the City has reached agreements with the 3 property owners to purchase easements necessary for the Project, upon the terms set forth below.

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**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the purchase of the easements from the following three (3) property owners for the negotiated purchase prices are approved.

Address	Grantors	APN	Purchase Price
2325 Lafayette St	Richard D. Long, Trustee	224-40-009	\$18,700
1015 Martin Ave	1015 Martin Ave, LLC	224-60-006	\$35,000
2301 Lafayette St	William E and Ann E Meuser, Trustees	224-40-007	\$28,200


2. That the City Manager, or duly authorized designee, is hereby authorized and directed to execute the Purchase and Sale Agreements (Utility Easement) with each of the forgoing Grantors, which are attached to the Report to Council accompanying this Resolution and presented to the City Council on October 13, 2020, as incorporated by this reference.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 13<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. RTC 20-883
2. Agreement for Purchase and Sale - 2325 Lafayette Street [APN 224-40-009]
3. Agreement for Purchase and Sale - 1015 Martin Avenue [APN 224-60-006]
4. Agreement for Purchase and Sale - 2301 Lafayette Street [APN 224-40-007]



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

20-883

Agenda Date: 10/13/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project (Project) is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

The City Council has previously taken a number of actions on the project:

- June 16, 2015 - Adopted the FY 2015/16 Capital Improvement Program (CIP) Budget which included the initial funding for the engineering for this 60kV conductoring and upgrading project.
- July 12, 2016 - Approved a professional services agreement with Electrical Consultants, Inc. to provide transmission line engineering design services which included reconfiguring the south transmission loop.
- January 14, 2020 - Amended a service agreement with Valbridge Property Advisors to perform appraisal services as part of the easement acquisition for the Project.
- July 7, 2020 - Adopted the Negative Declaration and Mitigation, Monitoring and Reporting Program for the Project and increased the capital funding of the Transmission System Reinforcements Capital Improvement Program Project (No. 2124) by \$6,300,000.

The majority of the new 60 kV transmission line would be constructed along the following city streets in areas where existing power lines do not currently exist: Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard. The Project requires the acquisition of thirty-seven (37) parcel easements to facilitate construction of multiple new monopole steel structures and results in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements electrical facilities. Three of the property owners of certain parcels have agreed to the Purchase and Sale Agreements for SVP to acquire the electric utility easements.

#### DISCUSSION

The City has negotiated the proposed purchase of the easements from the following three (3) property owners of certain parcels necessary for the Project, upon the terms set forth below.

Address	Grantors	APN	Purchase Price
2325 Lafayette St	Richard E. Long, Trustee	224-40-009	\$18,700
1015 Martin Ave	Bay Area Cellular Telephone Co.	224-60-006	\$35,000
2301 Lafayette St	William E and Ann E Meuser, Trustees	224-40-007	\$28,200

### **ENVIRONMENTAL REVIEW**

The potential impacts to the Project were addressed in the Mitigated Negative Declaration (MND) [SCH#2020-05-9009] prepared by the environmental consultant firm, Aspen Environmental Group and was adopted by Council on July 7, 2020 by Resolution No. 20-8869.

### **FISCAL IMPACT**

The total cost of the electric utility easement purchases is \$81,900. Funds are available in the Adopted Biennial FY 2020/21 and FY 2021/22 Capital Improvement Program Transmission System Reinforcement Project's budget.

### **COORDINATION**

This report has been coordinated with the Finance Department and City Attorney's Office.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

1. Adopt the Resolution approving the purchases of overhead electric easements at 2325 Lafayette Street [APN 224-40-009], 1015 Martin Avenue [APN 224-60-006], and 2301 Lafayette Street [APN 224-40-007]; and
2. Authorize the recordation thereof.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Resolution
2. Agreement for Purchase and Sale - 2325 Lafayette Street [APN 224-40-009]
3. Agreement for Purchase and Sale - 1015 Martin Avenue [APN 224-60-006]
4. Agreement for Purchase and Sale - 2301 Lafayette Street [APN 224-40-007]



**AGREEMENT FOR PURCHASE AND SALE  
(UTILITY EASEMENT)**

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of NOVEMBER 5<sup>TH</sup>, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and RICHARD D. LONG, SOLE TRUSTEE OF THE BYPASS TRUST OF THE RICHARD D. AND DORTHY A. LONG REVOCABLE TRUST, DATED FEBRUARY 18, 1994 ("Grantor) with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

**ARTICLE 1  
PURCHASE**

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 2325 Lafayette Street APN: 224-40-009 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

**ARTICLE 2  
PURCHASE PRICE**

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Eighteen Thousand Seven Hundred and no/100 Dollars (\$18,700.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated September 17, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

#### 3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

### 3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

## ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

#### 4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

#### 4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.



## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. Richard D. Long is the sole trustee of the Bypass Trust of the Richard and Dorothy A. Long Revocable Trust, dated February 18, 1994, is a trust, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

## ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior

correspondence, agreements, and understandings both verbal and written. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:

Richard D. Long, Trustee  
Attention: Richard D. Long  
17810 Foster Road  
Los Gatos, CA 95030  
Telephone: 408-656-5277

To Grantee:

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Manager  
Telephone: 408-615-2210

With a copy to:

City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

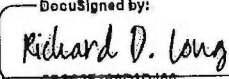
IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

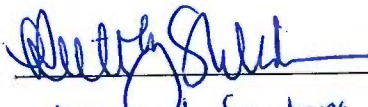
**GRANTOR**

Richard D Long, Trustee

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By:   
Title: TRUSTEE  
Date: 10/7/2020

By:   
Title: Deanna J. Santana  
City Manager  
Date: 11/5/2020

APPROVED AS TO FORM

  
City Attorney

**EXHIBIT A**

(Description of Easement)

SVP REF: SC 19-200

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 RICHARD D. AND DOROTHY A. LONG  
 REVOCABLE TRUST  
 2325 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-40-009  
 EASEMENT AREA: 644 SQ. FT. ±



**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Quit Claim Deed recorded February 6, 1995 as Document No. 12795814 in Book N751, Pages 26 and 27, and that certain Affidavit recorded August 4, 2017 as Document No. 23719742 in the Office of the Recorder of the County of Santa Clara (ORCSC), and herein after known as the Grantor's Parcel, being a Portion of Lot 1 in Block 2, as shown on the Map of the "Laurelwood Farm Subdivision," recorded March 13, 1924, in Book S of Maps at Pages 7 and 8, Records of Santa Clara County, California, and also a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument located in the centerline of Lafayette Street; thence North 15°35'54" West 73.04 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 59.81 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°26'07" East 11.09 feet along the southerly line of said parcel; thence North 15°30'20" West 59.78 feet to the northerly line of said parcel; thence South 89°25'35" West 11.19 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 644 square feet, more or less.



REV: 0	DATE: 4/29/2020	SCALE: N/A	BY: TMA	CHK: GH	APP: JJC
 <p><b>TEC ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH 610 West 700 South Woods Cross, UT 84087 (801) 212-1114</p>		<p>RICHARD D. AND DOROTHY A. LONG          REVOCABLE TRUST          APN: 224-40-009          2325 LAFAYETTE STREET          SANTA CLARA, CALIFORNIA 95050</p>		 <p><b>SILICON VALLEY POWER.</b> CITY OF SANTA CLARA</p>	
SHEET: 1 OF 2					

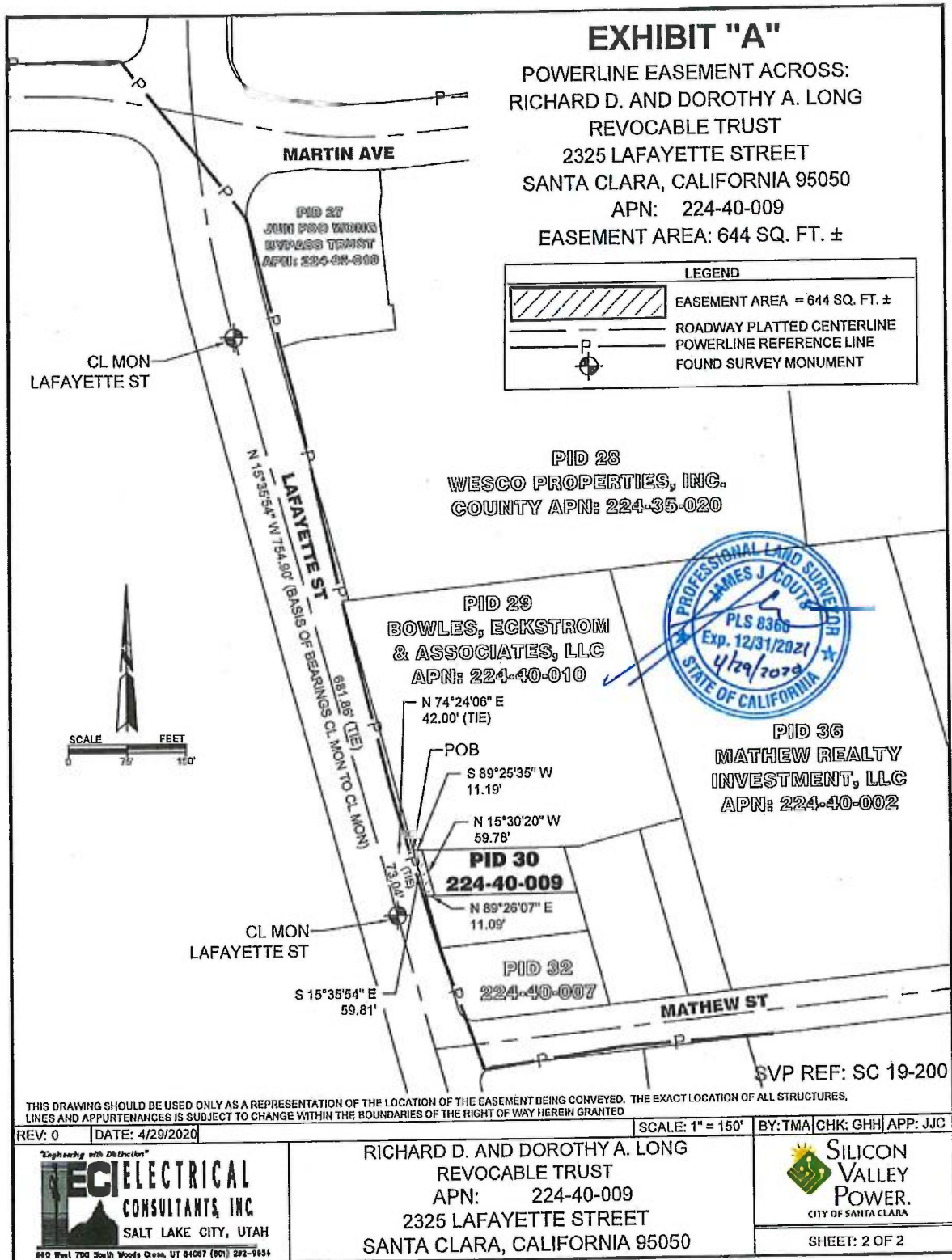




EXHIBIT B

(Overhead Electric Easement Deed)

Recording Requested by:

Office of the City Attorney  
City of Santa Clara, California

When Recorded, Mail to:

Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

APN: 224-40-009

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

OVERHEAD ELECTRIC EASEMENT DEED

2325 Lafayette Street  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Richard D. Long, sole trustee of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with

its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

IN WITNESS WHEREOF, said grantor has hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Richard D. Long, Trustee**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

## CALIFORNIA NOTARY ACKNOWLEDGMENT

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, \_\_\_\_\_ (name and title of 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 she/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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the \_\_\_\_ of \_\_\_\_\_ 2020, from **Richard D. Long, sole trustee of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994** (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-40-009

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
Assistant City Clerk

Exhibit A

SVP REF: SC 19-200

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 RICHARD D. AND DOROTHY A. LONG  
 REVOCABLE TRUST  
 2325 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-40-009  
 EASEMENT AREA: 644 SQ. FT. ±

**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Quit Claim Deed recorded February 6, 1995 as Document No. 12795814 in Book N751, Pages 26 and 27, and that certain Affidavit recorded August 4, 2017 as Document No. 23719742 in the Office of the Recorder of the County of Santa Clara (ORCSC), and herein after known as the Grantor's Parcel, being a Portion of Lot 1 in Block 2, as shown on the Map of the "Laurelwood Farm Subdivision," recorded March 13, 1924, in Book S of Maps at Pages 7 and 8, Records of Santa Clara County, California, and also a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

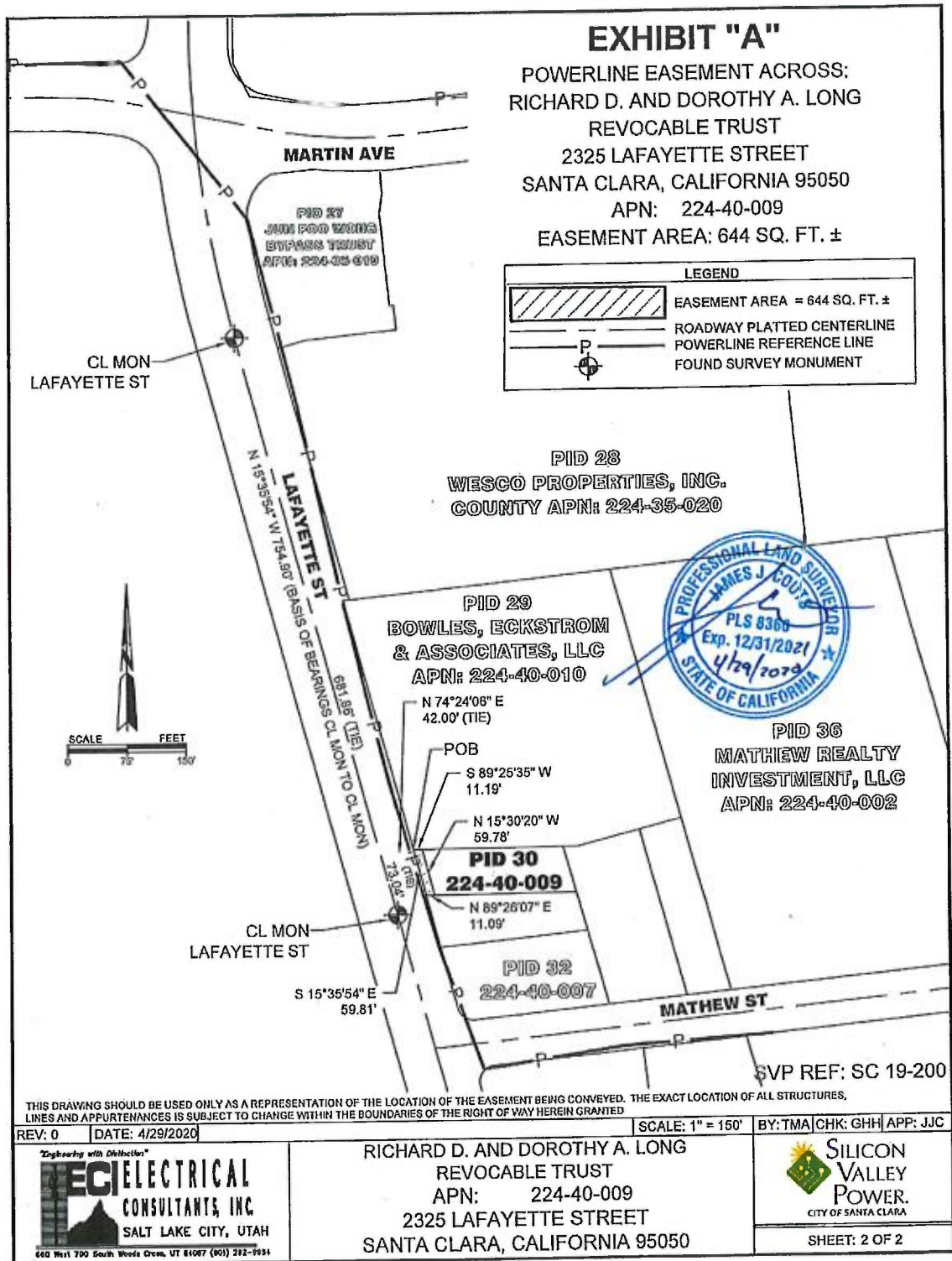
**COMMENCING** at a monument located in the centerline of Lafayette Street; thence North 15°35'54" West 73.04 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 59.81 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°26'07" East 11.09 feet along the southerly line of said parcel; thence North 15°30'20" West 59.78 feet to the northerly line of said parcel; thence South 89°25'35" West 11.19 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 644 square feet, more or less.



REV: 0	DATE: 4/29/2020	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
		RICHARD D. AND DOROTHY A. LONG REVOCABLE TRUST APN: 224-40-009 2325 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050			
				SHEET: 1 OF 2	





**24855494**

**Regina Alcomendras**

Santa Clara County - Clerk-Recorder

03/02/2021 03:02 PM

Titles: 1 Pages: 7

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.**

**NC5-1011914-22-CC**

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**Transfer Taxes exempt per R.T.C. S 11922**

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

## **OVERHEAD ELECTRIC EASEMENT DEED**

**2325 Lafayette Street & APN 224-40-009**

**Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, Richard D. Long, sole trustee of the Bypass Trust of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994 (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this 19<sup>TH</sup> day of NOVEMBER, 2020.

Richard D. Long

By: 

Print Name: RICHARD D. LONG

Title: Trustee

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

THIS DOCUMENT WAS EXECUTED IN COUNTERPART

"OWNER" APN 224-40-009 (2020-04)

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

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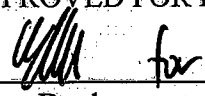
Richard D. Long

By: 

Print Name: RICHARD D. LONG

Title: Trustee

APPROVED FOR FORM:

 for  
Brian Doyle  
City Attorney

"OWNER" APN 224-40-009 (2020-04)

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Arizona  
~~CALIFORNIA~~ NOTARY ACKNOWLEDGMENT

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.

Arizona  
State of ~~California~~  
County of Maricopa

On 11/19/2020 before me, Melinna I. Womack <sup>- Notary Public</sup> (name and title of officer), personally appeared Richard<sup>D.</sup> Long, 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 she/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.

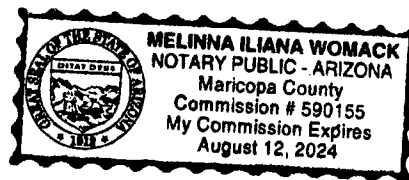
I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ <sup>Arizona</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Richard Long

(Seal)





**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 RICHARD D. AND DOROTHY A. LONG  
 REVOCABLE TRUST  
 2325 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-40-009  
 EASEMENT AREA: 644 SQ. FT. ±

**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Quit Claim Deed recorded February 6, 1995 as Document No. 12795814 in Book N751, Pages 26 and 27, and that certain Affidavit recorded August 4, 2017 as Document No. 23719742 in the Office of the Recorder of the County of Santa Clara (ORCSC), and herein after known as the Grantor's Parcel, being a Portion of Lot 1 in Block 2, as shown on the Map of the "Laurelwood Farm Subdivision," recorded March 13, 1924, in Book S of Maps at Pages 7 and 8, Records of Santa Clara County, California, and also a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

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Containing 644 square feet, more or less.



REV: 0	DATE: 4/29/2020	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
		RICHARD D. AND DOROTHY A. LONG REVOCABLE TRUST APN: 224-40-009 2325 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050			
				SHEET: 1 OF 2	

# EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
RICHARD D. AND DOROTHY A. LONG  
REVOCABLE TRUST  
2325 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-40-009  
EASEMENT AREA: 644 SQ. FT. ±

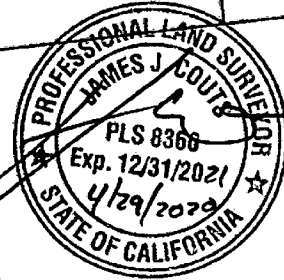
LEGEND	
	EASEMENT AREA = 644 SQ. FT. ±
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	FOUND SURVEY MONUMENT

CL MON  
LAFAYETTE ST

PID 27  
JUN FOO WONG  
BYPASS TRUST  
APN: 224-35-019

PID 28  
WESCO PROPERTIES, INC.  
COUNTY APN: 224-35-020

PID 29  
BOWLES, ECKSTROM  
& ASSOCIATES, LLC  
APN: 224-40-010



PID 36  
MATHEW REALTY  
INVESTMENT, LLC  
APN: 224-40-002

PID 30  
224-40-009

PID 32  
224-40-007

SVP REF: SC 19-200

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0 DATE: 4/29/2020

SCALE: 1" = 150'

BY: TMA CHK: GHJ APP: JJC

Engineering with Distinction  
**ECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH

680 West 700 South Woods Cross, UT 84087 (801) 282-9954

RICHARD D. AND DOROTHY A. LONG  
REVOCABLE TRUST  
APN: 224-40-009  
2325 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050

 **SILICON  
VALLEY  
POWER.**  
CITY OF SANTA CLARA

SHEET: 2 OF 2

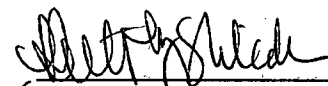


**CERTIFICATE OF ACCEPTANCE**

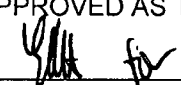
This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 19th of November 2020, from Richard D. Long, sole trustee of the Bypass Trust of the Richard D. and Dorothy A. Long Revocable Trust, dated February 18, 1994 (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. 20-8891 adopted on October 13<sup>TH</sup>, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

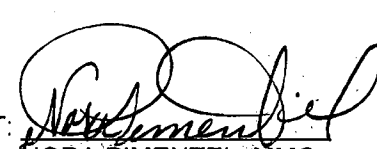
Re: APN 224-40-009

Dated: This 12<sup>th</sup> day of February 2021

  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

  
BRIAN DOYLE  
City Attorney

ATTEST:   
NORA PIMENTEL, MMC  
Assistant City Clerk

**AGREEMENT FOR PURCHASE AND SALE  
(UTILITY EASEMENT)**

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of FEBRUARY 26, 2021 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and **Livermore Sanitation, LLC, a California limited liability company** ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

**ARTICLE 1  
PURCHASE**

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as **1015 Martin Avenue** APN: **224-60-006** located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

**ARTICLE 2  
PURCHASE PRICE**

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be **Thirty Five Thousand and no/100 Dollars (\$35,000.00)**.

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.1.1 Title. Grantee has obtained a preliminary title report dated October 6, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.1.2 Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.1.3 Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.1.4 Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.1.5 Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.1.6 No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.1.7 Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

#### 3.2. Grantee's Remedies.

3.2.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.2.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,



if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

3.3. Grantor's Remedies. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

#### ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

- (b) An executed Certificate of Acceptance; and
- (c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

#### 4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

#### 4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. **Livermore Sanitation, LLC** is a **California limited liability company**, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

## ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:

Livermore Sanitation, LLC  
Attention: Don Arata  
1655 Old County Road  
San Carlos, CA 94070  
Telephone: (650) 508-1010

To Grantee: City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Manager  
Telephone: (408) 615-2210

With a copy to: City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

**GRANTOR**  
Livermore Sanitation, LLC,  
a California limited liability company

By: DocuSigned by:  
DON ARATA  
D2F0D877AE7543D...  
Title: V. P.  
Date: 12/6/2020

**GRANTEE**  
City of Santa Clara,  
a municipal corporation

By: Debra J. Santana  
or Debra J. Santana  
Title: City Manager  
Date: 2/26/2021

APPROVED AS TO FORM

[Signature]  
City Attorney







**EXHIBIT B**

**(Overhead Electric Easement Deed)**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

**OVERHEAD ELECTRIC EASEMENT DEED**

**1015 Martin Avenue & APN 224-60-006  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Livermore Sanitation, LLC, a California limited liability company** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the

Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

IN WITNESS WHEREOF, said grantors have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Livermore Sanitation, LLC,  
a California limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

**"OWNER" APN 224-60-006 (2020-04)**

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

## CALIFORNIA NOTARY ACKNOWLEDGMENT

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, \_\_\_\_\_ (name and title of 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 she/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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, from **Livermore Sanitation, LLC, a California limited liability company** (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN **224-60-006**

Dated: This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
Assistant City Clerk

Exhibit A

SVP REF: SC 19-192

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 LIVERMORE SANITATION, LLC.  
 1015 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-006  
 EASEMENT AREA: 1,419 SQ. FT. ±

**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Grant Deed recorded March 27, 2019 as Document No. 24143167 in the Office of the Recorder of the County of Santa Clara (ORCSC), herein after known as the Grantor's parcel, being a Portion of Lots 2 and 3, as shown on that certain Map entitled, "Map of the Oak's Subdivision," which Map was filed for record in the ORCSC on November 25, 1907 in Book M of Maps, page(s) 5, and also a portion of the Southeasterly one-fourth of Section 34, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument in the centerline of Martin Avenue (as shown on sheet 2); thence North 89°23'07" West 558.34 feet along said centerline; thence North 00°36'53" East 42.00 feet to the southwest corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence South 89°23'07" East 188.04 feet along the northerly right-of-way line of said Martin Avenue to a southeasterly corner of said Grantor's Parcel; thence North 01°13'21" East 6.44 feet along the easterly line of said Grantor's Parcel; thence North 88°35'56" West 118.82 feet; thence North 89°25'24" West 69.21 feet to the westerly line of said Grantor's Parcel; thence South 01°13'21" West 8.02 feet along said westerly line to the **POINT OF BEGINNING**.

Containing 1,419 square feet, more or less.

Sheet 2 of 2, by this reference made a part hereof.



REV: 1	DATE: 11/20/2020	SCALE: N/A	BY: TMA   CHK: GHM   APP: JJC
	LIVERMORE SANITATION APN: 224-60-006 1015 MARTIN AVENUE SANTA CLARA, CALIFORNIA 95050		
		SHEET: 1 OF 2	



**24956445**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
05/11/2021 11:23 AM

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

Titles: 1    Pages: 7  
Fees: \$0.00  
Tax: \$0.00  
Total: \$0.00

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.**

**NC5-1011914-16-CC**

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Transfer Tax Exempt per R.T.C. S 11922

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

## **OVERHEAD ELECTRIC EASEMENT DEED**

**1015 Martin Avenue & APN 224-60-006  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Livermore Sanitation, LLC, a California limited liability company** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA, California**, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, said grantors have hereunto set their hands this 25<sup>TH</sup> day of NOVEMBER, 2020.

Livermore Sanitation, LLC

By: 

Print Name: DON ARATA

Title: PARTNER

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

THIS DOCUMENT WAS EXECUTED IN COUNTERPART

"OWNER" APN 224-60-006 (2020-04)

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

IN WITNESS WHEREOF, said grantors have hereunto set their hands this 25<sup>TH</sup> day of  
NOVEMBER, 2020

Livermore Sanitation, LLC

By: 

Print Name: DON ARATA

Title: PARTNER

APPROVED FOR FORM:

Caio Arellano

Digitally signed by Caio  
Arellano  
Date: 2021.02.09  
15:35:47 -08'00'

Brian Doyle  
City Attorney

"OWNER" APN 224-60-006 (2020-04)

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

# CALIFORNIA NOTARY ACKNOWLEDGMENT

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

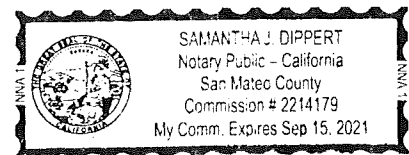
County of San Mateo

On 11/25/2020 before me, Samantha J. Dippert, <sup>Notary Public</sup> (name and title of officer), personally appeared Don Arata, 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 she/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)

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 LIVERMORE SANITATION, LLC.  
 1015 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-006  
 EASEMENT AREA: 1,419 SQ. FT. ±

**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Grant Deed recorded March 27, 2019 as Document No. 24143167 in the Office of the Recorder of the County of Santa Clara (ORCSC), herein after known as the Grantor's parcel, being a Portion of Lots 2 and 3, as shown on that certain Map entitled, "Map of the Oak's Subdivision," which Map was filed for record in the ORCSC on November 25, 1907 in Book M of Maps, page(s) 5, and also a portion of the Southeasterly one-fourth of Section 34, Township 6 South, Range 1 West, M.D.B. & M., being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument in the centerline of Martin Avenue (as shown on sheet 2); thence North 89°23'07" West 558.34 feet along said centerline; thence North 00°36'53" East 42.00 feet to the southwest corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence South 89°23'07" East 188.04 feet along the northerly right-of-way line of said Martin Avenue to a southeasterly corner of said Grantor's Parcel; thence North 01°13'21" East 6.44 feet along the easterly line of said Grantor's Parcel; thence North 88°35'56" West 118.82 feet; thence North 89°25'24" West 69.21 feet to the westerly line of said Grantor's Parcel; thence South 01°13'21" West 8.02 feet along said westerly line to the **POINT OF BEGINNING**.

Containing 1,419 square feet, more or less.

Sheet 2 of 2, by this reference made a part hereof.



REV: 1	DATE: 11/20/2020	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
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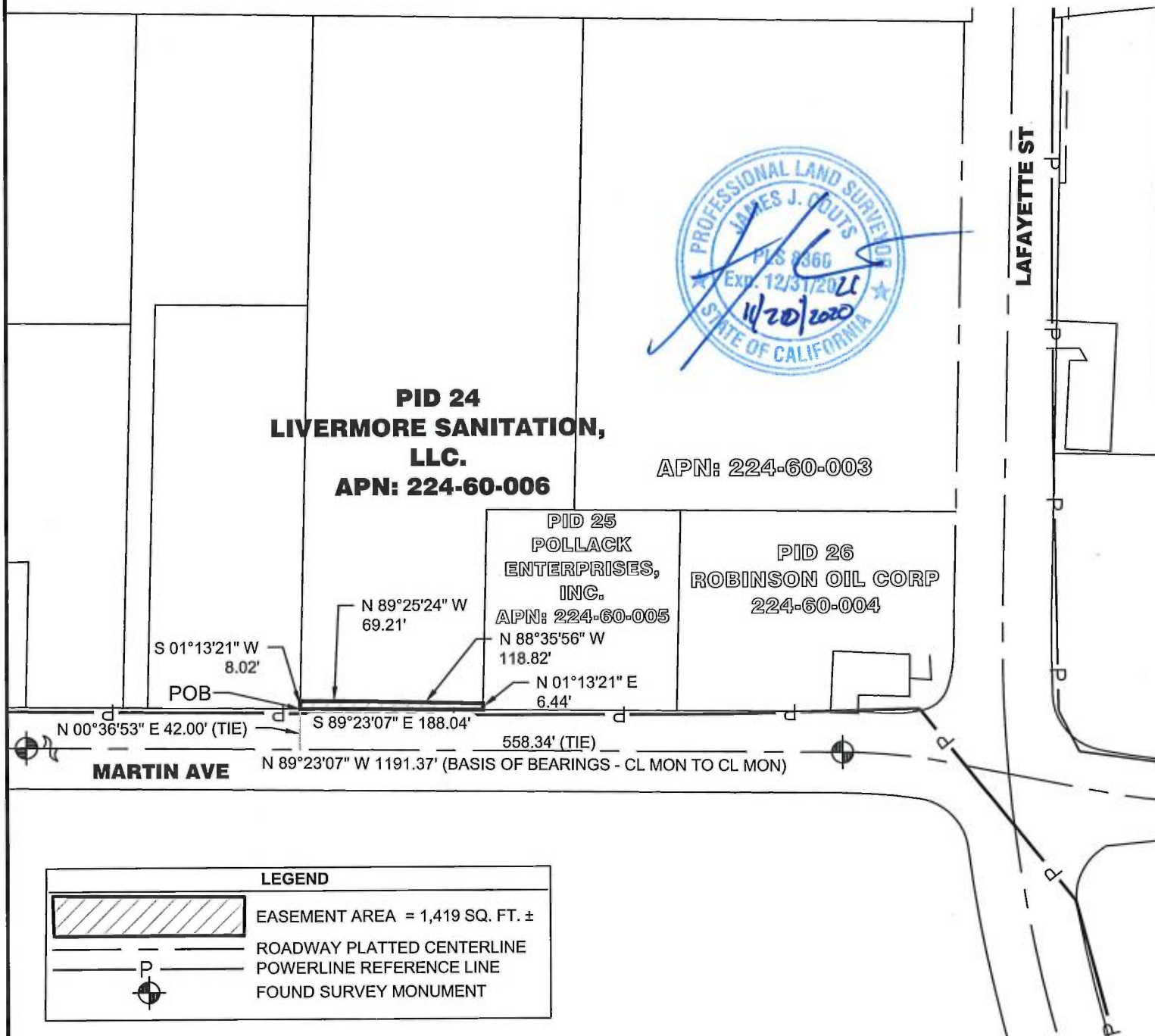
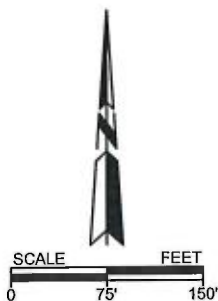
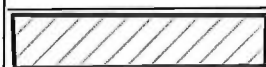
LIVERMORE SANITATION  
 APN: 224-60-006  
 1015 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050



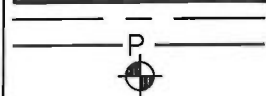
SHEET: 1 OF 2

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 LIVERMORE SANITATION, LLC.  
 1015 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-006  
 EASEMENT AREA: 1,419 SQ. FT. ±

**LEGEND**

EASEMENT AREA = 1,419 SQ. FT. ±



ROADWAY PLATTED CENTERLINE  
 POWERLINE REFERENCE LINE  
 FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 1 | DATE: 11/20/2020 | SCALE: 1" = 150' | BY: TMA | CHK: GHH | APP: JJC

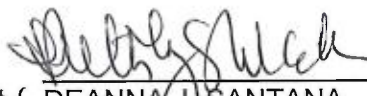


**CERTIFICATE OF ACCEPTANCE**


This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 25<sup>th</sup> of November 2020, from Livermore Sanitation, LLC, a California limited liability company (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easements, Resolution No. 20-8891 adopted on October 13<sup>TH</sup>, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-60-006

Dated: This 12<sup>th</sup> day of February, 2021

  
\_\_\_\_\_  
for DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

ATTEST:   
\_\_\_\_\_  
NORA PIMENTEL, MMC  
Assistant City Clerk



**AGREEMENT FOR PURCHASE AND SALE  
(UTILITY EASEMENT)**

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of NOVEMBER 5<sup>TH</sup>, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and WILLIAM E. MEUSER AND ANN E MEUSER AS TRUSTEES UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000 ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

**ARTICLE 1  
PURCHASE**

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 2301 Lafayette Street APN: 224-40-007 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

**ARTICLE 2  
PURCHASE PRICE**

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Twenty Eight Thousand Two hundred and no/100 Dollars (\$28,200.00).



2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated April 24, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

### 3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

## ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

### 4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

### 4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

#### 4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

#### 4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. William E. Meuser and Ann E. Meuser are trustees under the William E. and Ann E. Meuser Trust dated August 23, 2000 and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no other contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

## ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices: All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:	William E. and Ann E. Meuser P.O. Box 353 Denver, NC 28037 Telephone: 408-710-4143
-------------	---

To Grantee:	City of Santa Clara 1500 Warburton Avenue
-------------	--

Santa Clara, CA 95050  
Attn: City Manager  
Telephone: 408-615-2210

With a copy to:

City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

**GRANTOR**

William E. Meuser

DocuSigned by:

William E. Meuser

Title: Trustee

Date: 10/5/2020

Ann E. Meuser

DocuSigned by:

Ann E. Meuser

Title: Trustee

Date: 10/5/2020

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By: Deanna J. Santana




Title: City Manager

Date: 11/5/2020

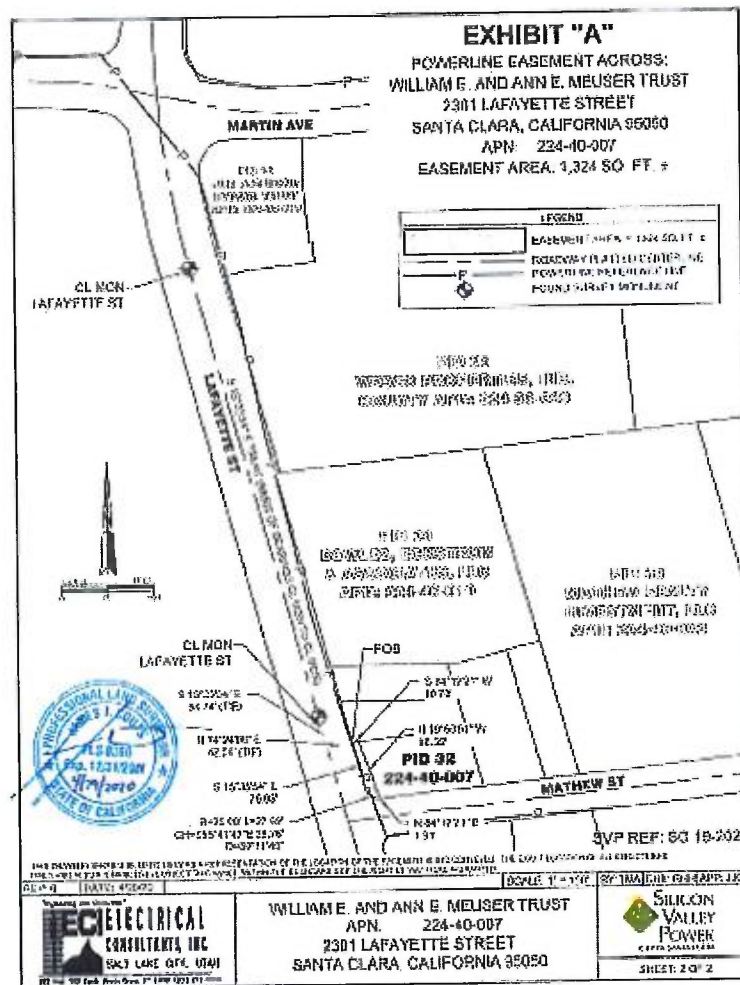
APPROVED AS TO FORM

City Attorney

**EXHIBIT A**  
(Description of Easement)

SVP RFF- SC 19-202	
<b>EXHIBIT "A"</b> <b>POWERLINE EASEMENT ACROSS</b> <b>WILLIAM E. AND ANN E. MEUSER TRUST</b> <b>2301 LAFAYETTE STREET</b> <b>SANTA CLARA, CALIFORNIA 95050</b> <b>APN 224-40-007</b> <b>EASEMENT AREA 1,324 SQ. FT. ±</b>	
<b>DESCRIPTION:</b>  <p>A portion of that parcel of land conveyed in that certain Grant Deed recorded September 28, 2000 as Document No. 15407700, in the Office of the Recorder of the County of Santa Clara (CASC), being a portion of the Southwest 1/4 of Section 35, Township 5 South, Range 1 West, M.D.B. &amp; M. and herein after known as the Grantor's Parcel, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:</p> <p><b>COMMENCING</b> at a monument located in the centerline of Lafayette Street, thence South 15°35'54" East 54.74 feet along said centerline, thence North 74°24'05" East 42.00 feet to the northwest corner of said Grantor's Parcel and the <b>POINT OF BEGINNING</b>, thence South 15°35'54" East 70.98 feet along the easterly right-of-way line of said Lafayette Street to the beginning of a curve concave northeasterly, having a radius of 70.00 feet, thence southeasterly 27.00 feet along said curved right-of-way line through a central angle of 60°11'45" (chord bears South 55°41'47" East 25.76 feet), thence North 84°12'21" East 1.33 feet along the northerly right-of-way line of Mathew Street, thence North 10°20'51" West 98.35 feet to the northerly line of said Grantor's Parcel, thence South 84°12'21" West 10.78 feet along said northerly line to the <b>POINT OF BEGINNING</b>.</p> <p>Containing 1,324 square feet, more or less.</p>	
	
<div style="border: 1px solid black; padding: 2px;">  </div>	<div style="border: 1px solid black; padding: 2px;"> <b>WILLIAM E. AND ANN E. MEUSER TRUST</b>  <b>APN 224-40-007</b>  <b>2301 LAFAYETTE STREET</b>  <b>SANTA CLARA, CALIFORNIA 95050</b> </div> <div style="border: 1px solid black; padding: 2px; text-align: center;">  </div>





**EXHIBIT B**

**(Overhead Electric Easement Deed)**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

APN: 224-40-007

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

**OVERHEAD ELECTRIC EASEMENT DEED**

**2301 Lafayette Street,  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **WILLIAM E. MEUSER AND ANN E. MEUSER AS TRUSTEES UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with

its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

WILLIAM E. MEUSER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

APPROVED FOR FORM:

ANNE E. MEUSER

\_\_\_\_\_  
Brian Doyle  
City Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

## CALIFORNIA NOTARY ACKNOWLEDGMENT

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, \_\_\_\_\_ (name and title of 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 she/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)

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the \_\_\_\_ of \_\_\_\_\_, 2020, from WILLIAM E. MEUSER AND ANN E. MEUSER AS TRUSTEE UNDER WILLIAM E. AND ANN E. MEUSER TRUST DATED AUGUST 23, 2000 (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easements, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-40-007

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
Assistant City Clerk

**24956449**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
05/11/2021 11:24 AM

**RECORDING REQUESTED BY**  
**FIRST AMERICAN TITLE CO.**  
NCS-1011914-24-CC

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Titles: 1    Pages: 7  
Fees: \$0.00  
Tax: \$0.00  
Total: \$0.00

Transfer Tax Exempt per R.T.C. S 11922

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOVT CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOVT CODE § 27388.1 (a)(2)(D)

**OVERHEAD ELECTRIC EASEMENT DEED**

**2301 Lafayette Street & APN 224-40-007**  
**Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, William E. Meuser and Ann E. Meuser as Trustee Under William E. and Ann E. Meuser Trust Dated August 23, 2000 (herein "Grantor"), hereby grants to the CITY OF SANTA CLARA, California, a chartered municipal corporation, (herein "Grantee"), an easement and right-of-way (herein "Easement") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in Exhibit A attached hereto and incorporated herein by this reference ("Easement Area").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

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[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, said grantors have hereunto set their hands this 25<sup>th</sup> day of November, 2020.

William E. Meuser

By: William E Meuser

Print Name: William E Meuser

APPROVED FOR FORM:

Title: Trustee

\_\_\_\_\_  
Brian Doyle  
City Attorney

Ann E. Meuser

By: Ann E Meuser

Print Name: Ann E. Meuser

Title: Trustee

THIS DOCUMENT WAS EXECUTED IN COUNTERPART

"OWNER" APN 224-40-007 (2020-04)

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

IN WITNESS WHEREOF, said grantors have hereunto set their hands this 25<sup>th</sup> day of  
November, 2020.

William E. Meuser

By: William E. Meuser

Print Name: WILLIAM E. MEUSER

Title: Trustee

APPROVED FOR FORM:

Brian Doyle  
City Attorney

Ann E. Meuser

By: Ann E. Meuser

Print Name: ANN E. MEUSER

Title: Trustee

"OWNER" APN 224-40-007 (2020-04)

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED. ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

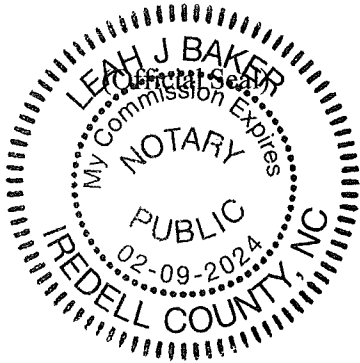
**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR  
ACKNOWLEDGMENT**

Mecklenburg County, North Carolina

I certify that the following person(s) personally appeared before me this day, each  
acknowledging to me that he or she signed the foregoing document:

WILLIAM F. MEUSER ANN E. MEUSER  
Name(s) of principal(s)

Date: 11/25/2020



[Signature]  
Official Signature of Notary  
LEAH J BAKER, Notary Public  
Notary's printed or typed name

My commission expires: 2/9/2024

**OPTIONAL**

This certificate is attached to a \_\_\_\_\_, signed by \_\_\_\_\_  
Title/Type of Document Name of Principal Signer(s)

on 11/25/2020, and includes \_\_\_\_\_ pages.  
Date # of pages

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 WILLIAM E. AND ANN E. MEUSER TRUST  
 2301 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-40-007  
 EASEMENT AREA: 1,324 SQ. FT. ±


**DESCRIPTION:**

A portion of that parcel of land conveyed in that certain Grant Deed recorded September 29, 2000 as Document No. 15407706, in the Office of the Recorder of the County of Santa Clara (ORCSC), being a portion of the Southwest 1/4 of Section 35, Township 6 South, Range 1 West, M.D.B. & M., and herein after known as the Grantor's Parcel, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument located in the centerline of Lafayette Street; thence South 15°35'54" East 54.74 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 79.98 feet along the easterly right-of-way line of said Lafayette Street to the beginning of a curve concave northeasterly, having a radius of 20.00 feet; thence southeasterly 27.99 feet along said curved right-of-way line through a central angle of 80°11'45" (chord bears South 55°41'47" East 25.76 feet); thence North 84°12'21" East 1.33 feet along the northerly right-of-way line of Mathew Street; thence North 19°50'51" West 98.35 feet to the northerly line of said Grantor's Parcel; thence South 84°12'21" West 10.78 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 1,324 square feet, more or less.







REV: 0	DATE: 4/29/20	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
<b>ECI ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH <small>660 West 700 South Woods Cross, UT 84087 (801) 292-9954</small>		WILLIAM E. AND ANN E. MEUSER TRUST APN: 224-40-007 2301 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		 <b>SILICON VALLEY POWER.</b> CITY OF SANTA CLARA SHEET: 1 OF 2	



# EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
WILLIAM E. AND ANN E. MEUSER TRUST  
2301 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-40-007  
EASEMENT AREA: 1,324 SQ. FT. ±

LEGEND	
	EASEMENT AREA = 1324 SQ. FT. ±
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	FOUND SURVEY MONUMENT

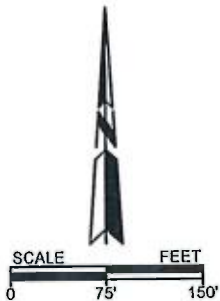
CL MON  
LAFAYETTE ST

PID 27  
JUN FOO WONG  
BYPASS TRUST  
APN: 224-35-019

PID 28  
WESCO PROPERTIES, INC.  
COUNTY APN: 224-35-020

PID 29  
BOWLES, ECKSTROM  
& ASSOCIATES, LLC  
APN: 224-40-010

PID 36  
MATHEW REALTY  
INVESTMENT, LLC  
APN: 224-40-002



CL MON  
LAFAYETTE ST

S 15°35'54" E  
54.74' (TIE)

N 74°24'06" E  
42.00' (TIE)

S 15°35'54" E  
79.98'

R=20.00' L=27.99'  
CH=S55°41'47" E 25.76'  
D=80°11'45"

POB

S 84°12'21" W  
10.78'

N 19°50'51" W  
98.35'

PID 32  
224-40-007

N 84°12'21" E  
1.33'

MATHEW ST

SVP REF: SC 19-202



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0 DATE: 4/29/20

SCALE: 1" = 150' BY: TMA CHK: GHH APP: JJC

"Engineering with Distinction"

**ECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH  
680 West 700 South Woods Cross, UT 84087 (801) 292-9954

WILLIAM E. AND ANN E. MEUSER TRUST  
APN: 224-40-007  
2301 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050

 **SILICON  
VALLEY  
POWER.**  
CITY OF SANTA CLARA

SHEET: 2 OF 2

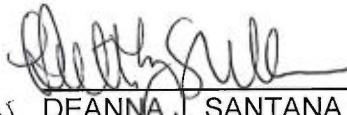


**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 25<sup>th</sup> of November 2020, from William E. Meuser and Ann E. Meuser as Trustee Under William E. and Ann E. Meuser Trust Dated August 23, 2000 (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easements, Resolution No. 20-8891 adopted on October 13<sup>TH</sup>, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.


Re: APN 224-40-007

Dated: This 8<sup>th</sup> day of December, 2020

  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

*Ruth Mizobe Shikaku*

APPROVED AS TO FORM:

  
BRIAN DOYLE  
City Attorney

ATTEST:

  
NORA PIMENTEL, MMC  
Assistant City Clerk