

**RESOLUTION NO. 20-8904**

**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 nine (9) property owners to purchase easements necessary for the Project, upon the terms set forth below.

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

1. That the purchase of the easements from the following four (4) property owners for the negotiated purchase prices are approved.

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Address	Grantors	APN	Purchase Price
840 Comstock St	Jakov Laptalo, as Trustee of The Laptal Family Living Trust dated June 22, 1995	224-36-001	\$ 24,000
955 Martin Ave	Robinson Oil Corporation, a California corporation	224-60-004	\$ 66,000
1515 Walsh Ave	Miladin Malisic, Trustee of the Malisic Survivor's Trust, et al	224-57-003	\$ 26,000
2495 Lafayette St	Jun Foo Wong Bypass Trust, et al	224-35-019	\$ 85,750

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 foregoing Grantors, which are attached to the Report to Council accompanying this Resolution and presented to the City Council on November 17, 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 17<sup>TH</sup> DAY OF NOVEMBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Becker, Chahal, Hardy, Jain, Park, 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 20-924
2. Agreement for Purchase and Sale – 840 Comstock Street [APN 224-36-001]
3. Agreement for Purchase and Sale – 955 Martin Avenue [APN 224-60-004]
4. Agreement for Purchase and Sale – 1515 Walsh Avenue [APN 224-57-003]
5. Agreement for Purchase and Sale – 2495 Lafayette Street [APN 224-35-019]



# City of Santa Clara

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

## Agenda Report

20-924

Agenda Date: 11/17/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Approving Purchase and Sale Agreements for 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. 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.
- October 13, 2020 - Approved three Purchase and Sale Agreements for Electric Utility Easements
- November 10, 2020 - Approved two Purchase and Sale Agreements for Electric Utility Easements

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.

**DISCUSSION**

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

Address	Grantors	APN	Purchase Price
840 Comstock St.	Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995	224-36-001	\$24,000
955 Martin Avenue	Robinson Oil Corporation, a California corporation	224-60-004	\$66,000
1515 Walsh Avenue	Miladin Malisic, Trustee of the Malisic Survivor's Trust, et al	224-57-003	\$26,000
2495 Lafayette St.	Jun Foo Wong Bypass Trust, et al	224-35-019	\$85,750

**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 easement purchases is \$201,750. 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 840 Comstock Street [224-36-001], 955 Martin Avenue [224-60-004], 1515 Walsh Avenue [224-57-003], and 2495 Lafayette Street [224-35-019]; 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 - 840 Comstock Street [224-36-001]

3. Agreement for Purchase and Sale - 955 Martin Avenue [224-60-004]
4. Agreement for Purchase and Sale - 1515 Walsh Avenue [224-57-003]
5. Agreement for Purchase and Sale - 2495 Lafayette Street [224-35-019]



## AGREEMENT FOR PURCHASE AND SALE

### (UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of FEBRUARY 12, 2021 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995 ("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 840 Comstock Street, Santa Clara, CA APN: 224-36-001 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 Four Thousand dollars and no/100 Dollars (\$24,000.00).

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").

3.2. Title. Grantee has obtained a preliminary title report dated April 27, 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. Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995 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:

Jakov Laptalo, Trustee  
Attention: Jakov Laptalo  
12125 Hilltop Dr.  
Los Altos, CA 94022  
Telephone: 408-410-9548

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**

Jakov Laptalo, Trustee

By: 

Title: owner

Date: 10/20/20

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By: 

Title: Deanna J. Santana  
City Manager

Date: 2/12/2021

APPROVED AS TO FORM

Caio Arellano

City Attorney

Digitally signed by Caio  
Arellano  
Date: 2021.02.11  
15:21:48 -08'00'

## EXHIBIT A

### (Description of Easement)

#### EXHIBIT "A"

SVP REF: SC 19-182

#### POWERLINE EASEMENT ACROSS:

JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001  
EASEMENT AREA: 712 SQ. FT. ±



#### DESCRIPTION:

A portion of the parcel of land conveyed in that certain Grant Deed recorded December 14, 1999 as Document No. 15090086, in the Office of the Recorder of Santa Clara County (ORSCC), being a portion of Lots 1 and 2 in Block 3 of Laurelwood Farm Subdivision as shown on the Map filed for record in Book "S" at Pages 7 and 8 of Maps, ORSCC, located in the City of Santa Clara, County of Santa Clara, and described as follows:

COMMENCING at a monument located at the centerline intersection of Central Expressway and Lafayette Street, thence North 58°28'01" East 113.36 feet (Basis of Bearings is North 13°44'17" East between said monument and a Right-of-Way Monument on the northerly right-of-way of Comstock Street as shown on page 2) to the northerly right-of-way of said Central Expressway and the POINT OF BEGINNING; thence South 74°17'14" East 11.95 feet along said northerly right-of-way; thence North 36°49'36" West 70.98 feet to the easterly right-of-way of said Lafayette Street; thence South 06°11'57" East 19.51 feet along said easterly right-of-way to the beginning of a curve concave northeasterly having a radius of 40 feet; thence southeasterly 47.53 feet along said curved right-of-way through a central angle of 68°05'17" (chord bears South 40°14'36" East 44.79 feet) to the POINT OF BEGINNING.

Containing 712 sq. ft., more or less.



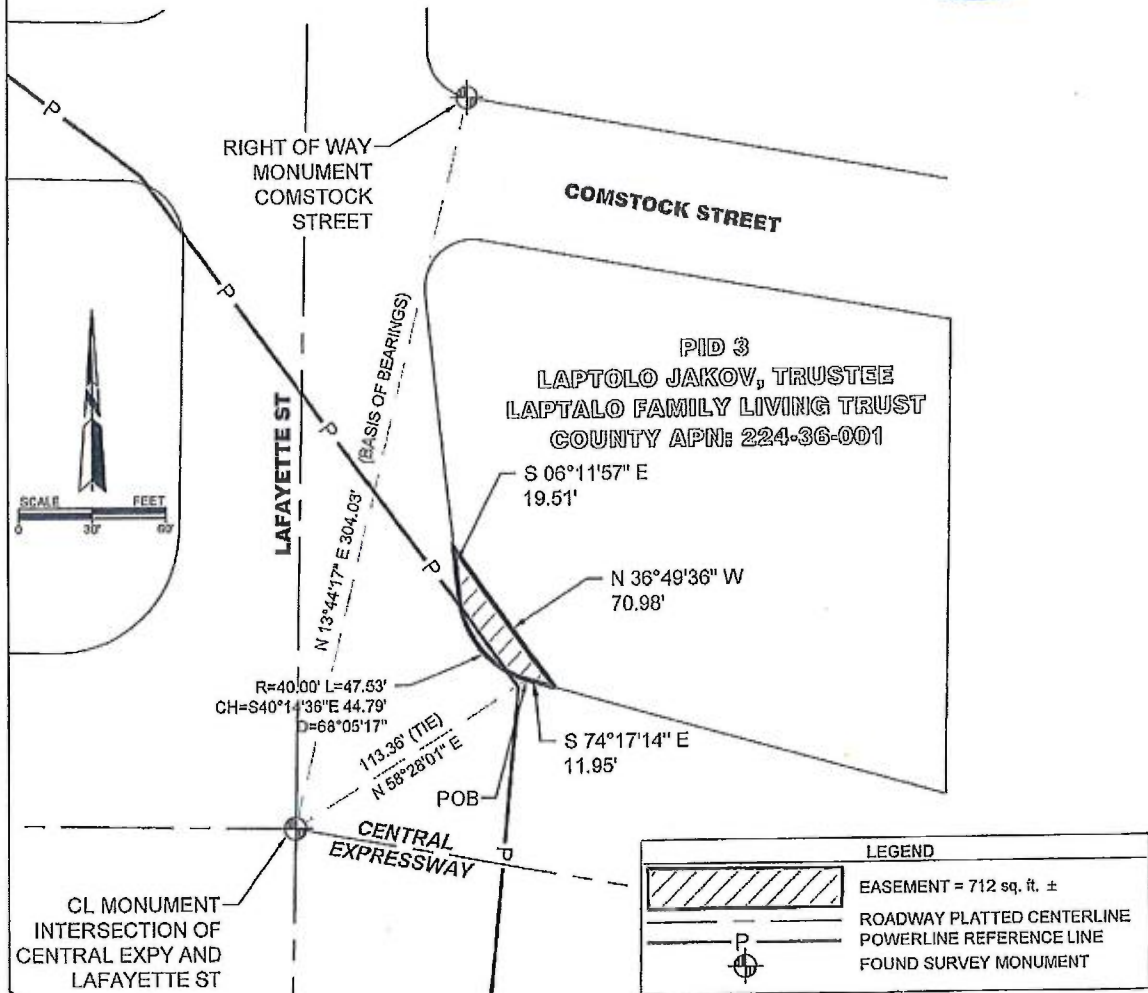
REV: 2	DATE: 8/26/20	SCALE: N/A	BY: TMA	CHK: GHF	APP: JJC
		JAKOV LAPTOLO, TRUSTEE LAPTALO FAMILY LIVING TRUST 840 COMSTOCK STREET SANTA CLARA, CALIFORNIA 95054 APN: 224-36-001		 SHEET: 1 OF 2	



# EXHIBIT "A"

SVP REF: SC 19-182

POWERLINE EASEMENT ACROSS:  
JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001  
EASEMENT AREA: 712 SQ. FT. ±



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: 2 DATE: 8/26/20 SCALE: 1" = 60' BY: TMA CHK: GHJ APP: JJC

Exploring with Altitude  
**IECE** ELECTRICAL  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH  
652 West 700 South Woodcross, UT 84007 (801) 292-9534

JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001

SILICON VALLEY  
POWER.  
CITY OF SANTA CLARA

SHEET: 2 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: 224-36-001

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**

**840 Comstock St.  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995** (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.

**Jakov Laptalo, 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/he/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 **Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995** (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 224-36-001

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

### EXHIBIT "A"

SVP REF: SC 19-182

POWERLINE EASEMENT ACROSS:  
JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001  
EASEMENT AREA: 712 SQ. FT. ±



#### DESCRIPTION:

A portion of the parcel of land conveyed in that certain Grant Deed recorded December 14, 1999 as Document No. 15090086, in the Office of the Recorder of Santa Clara County (ORSCC), being a portion of Lots 1 and 2 in Block 3 of Laurelwood Farm Subdivision as shown on the Map filed for record in Book "S" at Pages 7 and 8 of Maps, ORSCC, located in the City of Santa Clara, County of Santa Clara, and described as follows:

COMMENCING at a monument located at the centerline intersection of Central Expressway and Lafayette Street, thence North 58°28'01" East 113.36 feet (Basis of Bearings is North 13°44'17" East between said monument and a Right-of-Way Monument on the northerly right-of-way of Comstock Street as shown on page 2) to the northerly right-of-way of said Central Expressway and the POINT OF BEGINNING; thence South 74°17'14" East 11.95 feet along said northerly right-of-way; thence North 36°49'36" West 70.98 feet to the easterly right-of-way of said Lafayette Street; thence South 06°11'57" East 19.51 feet along said easterly right-of-way to the beginning of a curve concave northeasterly having a radius of 40 feet; thence southeasterly 47.53 feet along said curved right-of-way through a central angle of 68°05'17" (chord bears South 40°14'36" East 44.79 feet) to the POINT OF BEGINNING.

Containing 712 sq. ft., more or less.

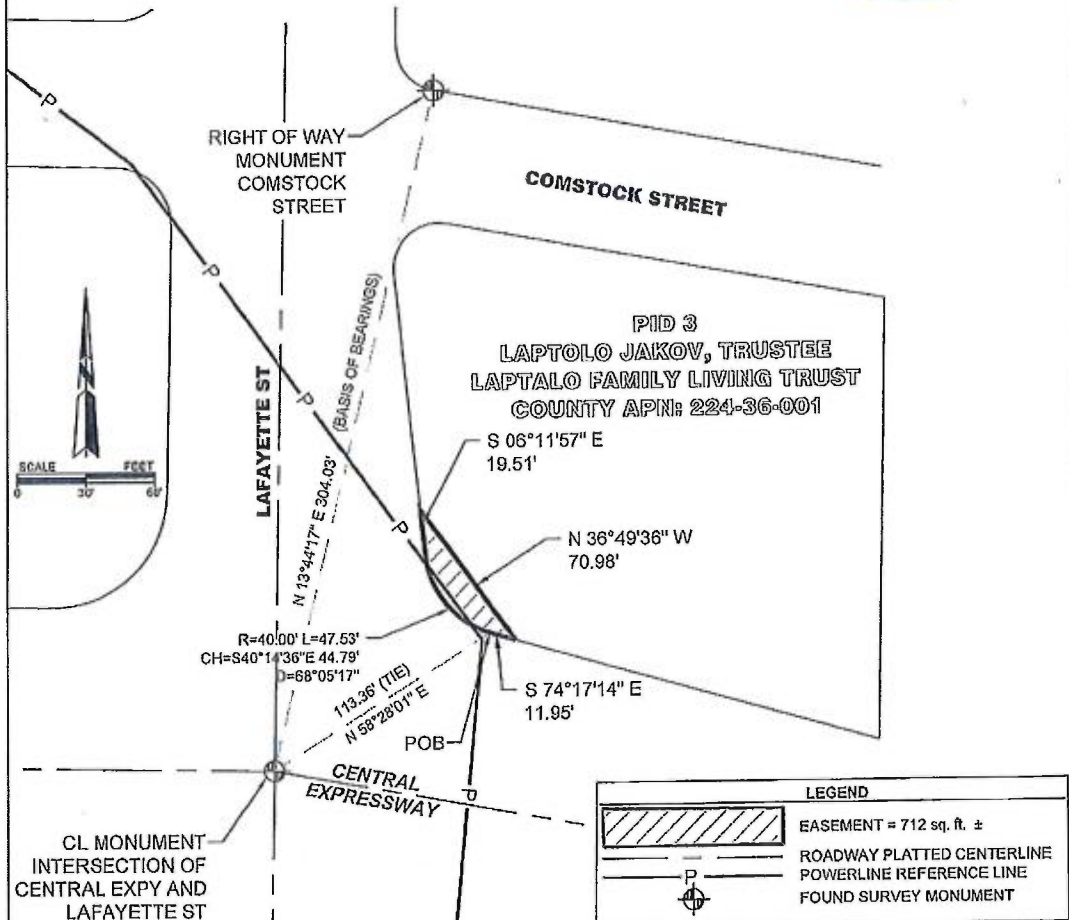


REV: 2		DATE: 8/26/20	SCALE: N/A		BY: TMA	CHK: GHJ	APP: JJC	
<div><div><div><div>Highway with Attention</div><div>TECELECTRICAL</div><div>CONSULTANTS, INC.</div><div>SALT LAKE CITY, UTAH</div><div>650 West 700 South Woods Creek, UT 84047 (801) 332-8154</div></div></div></div>			<div>JAKOV LAPTOLO, TRUSTEE</div> <div>LAPTALO FAMILY LIVING TRUST</div> <div>840 COMSTOCK STREET</div> <div>SANTA CLARA, CALIFORNIA 95054</div> <div>APN: 224-36-001</div>				<div><div>SILICON VALLEY POWER.</div><div>CITY OF SANTA CLARA</div></div> <div>SHEET: 1 OF 2</div>	



# EXHIBIT "A"

SVP REF: SC 19-182

POWERLINE EASEMENT ACROSS:  
JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001  
EASEMENT AREA: 712 SQ. FT. ±



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REV: 2	DATE: 8/26/20	SCALE: 1" = 60'	BY: TMA   CHK: GH   APP: JJC
	JAKOV LAPTOLO, TRUSTEE LAPTALO FAMILY LIVING TRUST 840 COMSTOCK STREET SANTA CLARA, CALIFORNIA 95054 APN: 224-36-001	 SILICON VALLEY POWER CITY OF SANTA CLARA	SHEET: 2 OF 2

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

NC5-1011914-7-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

**\*\*This document was electronically submitted  
to Santa Clara County for recording\*\***

**25021897**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
07/08/2021 10:32 AM

Titles: 1 Pages: 6

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

APN: 224-36-001

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

840 Comstock St.  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995** (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 24<sup>th</sup> day of March, 2021.

Jakov Laptalo, Trustee

By [Signature]

Title: owner

Date: 3-24-21

APPROVED FOR FORM:

Caio Arellano  
Digitally signed by Caio Arellano  
Date: 2021.02.09 15:07:10  
+08'00'

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 Santa Clara

On 3-24-2021 before me, Rose Shea, Notary Public (name and title of officer), personally appeared Jakov Laptalo, 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/he/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 Rose Shea

(Seal)





# EXHIBIT "A"

SVP REF: SC 19-182

POWERLINE EASEMENT ACROSS:  
JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001  
EASEMENT AREA: 712 SQ. FT. ±



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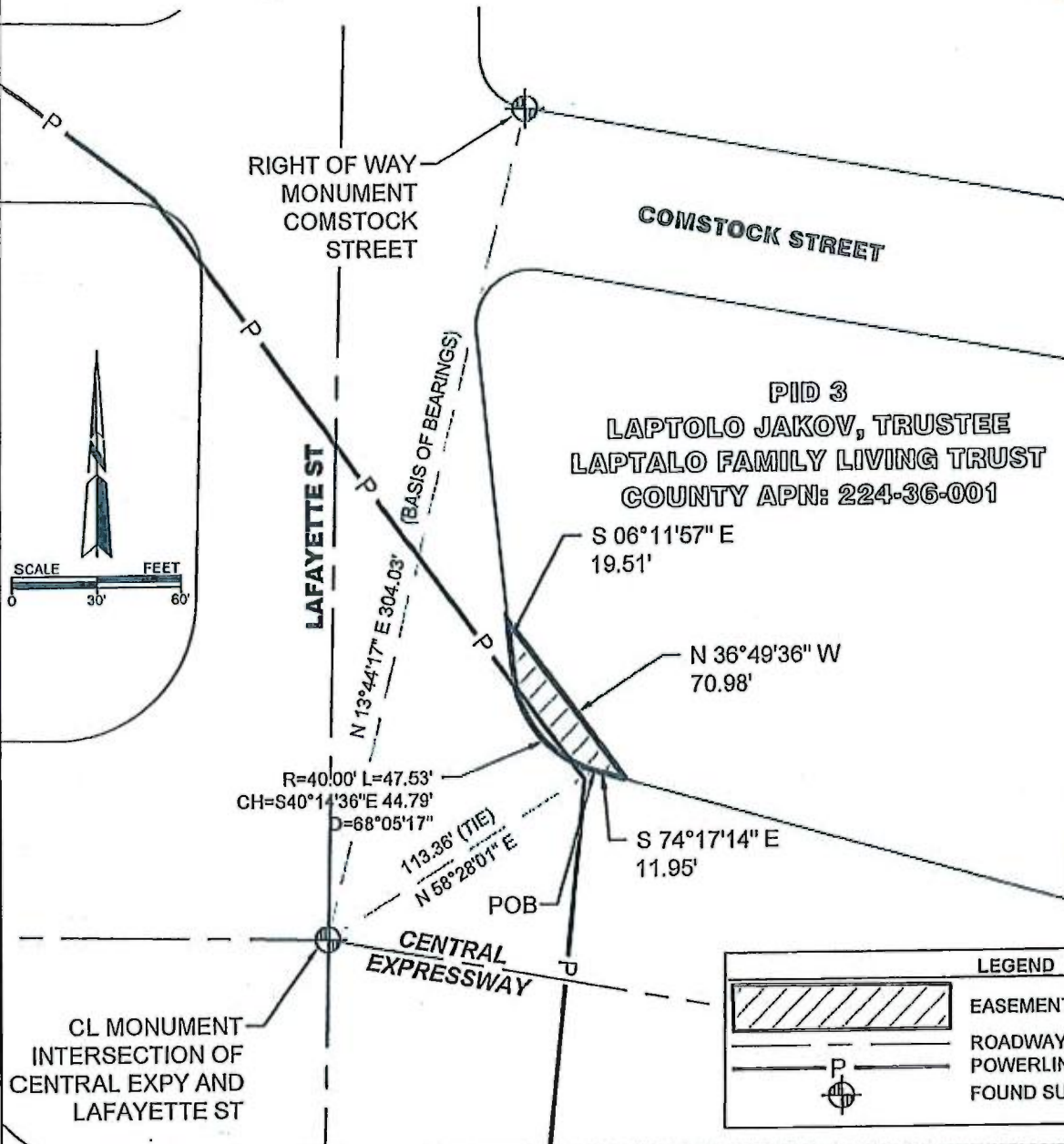


REV: 2	DATE: 8/26/20	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
		JAKOV LAPTOLO, TRUSTEE LAPTALO FAMILY LIVING TRUST 840 COMSTOCK STREET SANTA CLARA, CALIFORNIA 95054 APN: 224-36-001		 SHEET: 1 OF 2	

# EXHIBIT "A"

SVP REF: SC 19-182

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REV: 2 | DATE: 8/26/20 | SCALE: 1" = 60' | BY: TMA | CHK: GHH | APP: JJC

Engineering with Distinction  
**ECI ELECTRICAL**  
CONSULTANTS, INC.  
SALT LAKE CITY, UTAH  
600 West 700 South Woods Cross, UT 84087 (801) 292-9056

JAKOV LAPTOLO, TRUSTEE  
LAPTALO FAMILY LIVING TRUST  
840 COMSTOCK STREET  
SANTA CLARA, CALIFORNIA 95054  
APN: 224-36-001

**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 24<sup>th</sup> of March 2021, from Jakov Laptalo, as Trustee of The Laptalo Family Living Trust dated June 22, 1995 (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.20-8904 adopted on November 17, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-36-001

Dated: This 26<sup>th</sup> day of February, 2021

DEANNA J. SANTANA  
City Manager  
City of Santa Clara

*Ruth Mizbe Shikach*

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 12, 2021 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and Robinson Oil Corporation, a California corporation ("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 955 Martin Avenue APN: 224-60-004 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 Sixty Six Thousand and no/100 Dollars (\$66,000.00).

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").

3.2. Title. Grantee has obtained a preliminary title report dated October 7, 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. Robinson Oil Corporation is a California corporation, 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:

Robinson Oil Corporation  
Attention: Stephen White  
955 Martin Avenue  
Santa Clara, CA, 95050  
Telephone: 408-327-4312

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**

Robinson Oil Corporation,  
a California corporation

By: DocuSigned by:  
Stephen F. White  
B887C082A15044C...  
Title: VP, CFO  
Date: 10/27/2020

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By: *Deborah J. Santam*  
Deborah J. Santam  
City Manager  
Title: City Manager  
Date: 2/12/2021

APPROVED AS TO FORM

Caio Arellano  
City Attorney  
Digitally signed by Caio Arellano  
Date: 2021.02.11 15:23:07 -08'00'

## EXHIBIT A

### (Description of Easement)

SVP REF: SC 19-206

## EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
ROBINSON OIL CORPORATION  
953 MARTIN AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-60-004  
EASEMENT AREA: 3,086 SQ. FT. ±



### DESCRIPTION:



A portion of that parcel of land conveyed in that certain Grant Deed recorded June 16, 2009 as Document No. 20294891 in the Office of the Recorder of the County of Santa Clara (ORCSC), being a portion of the Southeast 1/4 of Section 34, 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 Martin Avenue; thence North 89°23'07" West 170.30 feet along said centerline; thence North 00°36'53" East 42.00 feet to the southwesterly corner of said Grantor's parcel and the **POINT OF BEGINNING**; thence easterly along the northerly right-of-way line of said Martin Avenue the following four courses:

- 1) South 89°23'07" East 170.30 feet to the beginning of a curve concave southerly, having a radius of 642.00 feet;
- 2) easterly 43.71 feet along said curve through a central angle of 03°54'02" (chord bears South 87°26'06" East 43.70 feet) to the beginning of a reverse curve concave northerly, having a radius of 130.00 feet;
- 3) easterly 39.73 feet along said curve through a central angle of 17°30'30" (chord bears North 85°45'41" East 39.57 feet) to the beginning of a compound curve concave northwesterly having a radius of 35.00 feet;
- 4) easterly 11.96 feet along said curve through a central angle of 19°35'33" (chord bears North 67°12'46" East 11.91 feet);

thence, departing said right-of-way, North 36°35'41" West 11.26 feet; thence South 88°56'03" West 126.77 feet; thence South 88°00'26" West 72.73 feet; thence North 88°26'59" West 58.06 feet to the westerly line of said Grantor's Parcel; thence South 01°13'21" West 9.48 feet along said westerly line to the **POINT OF BEGINNING**.

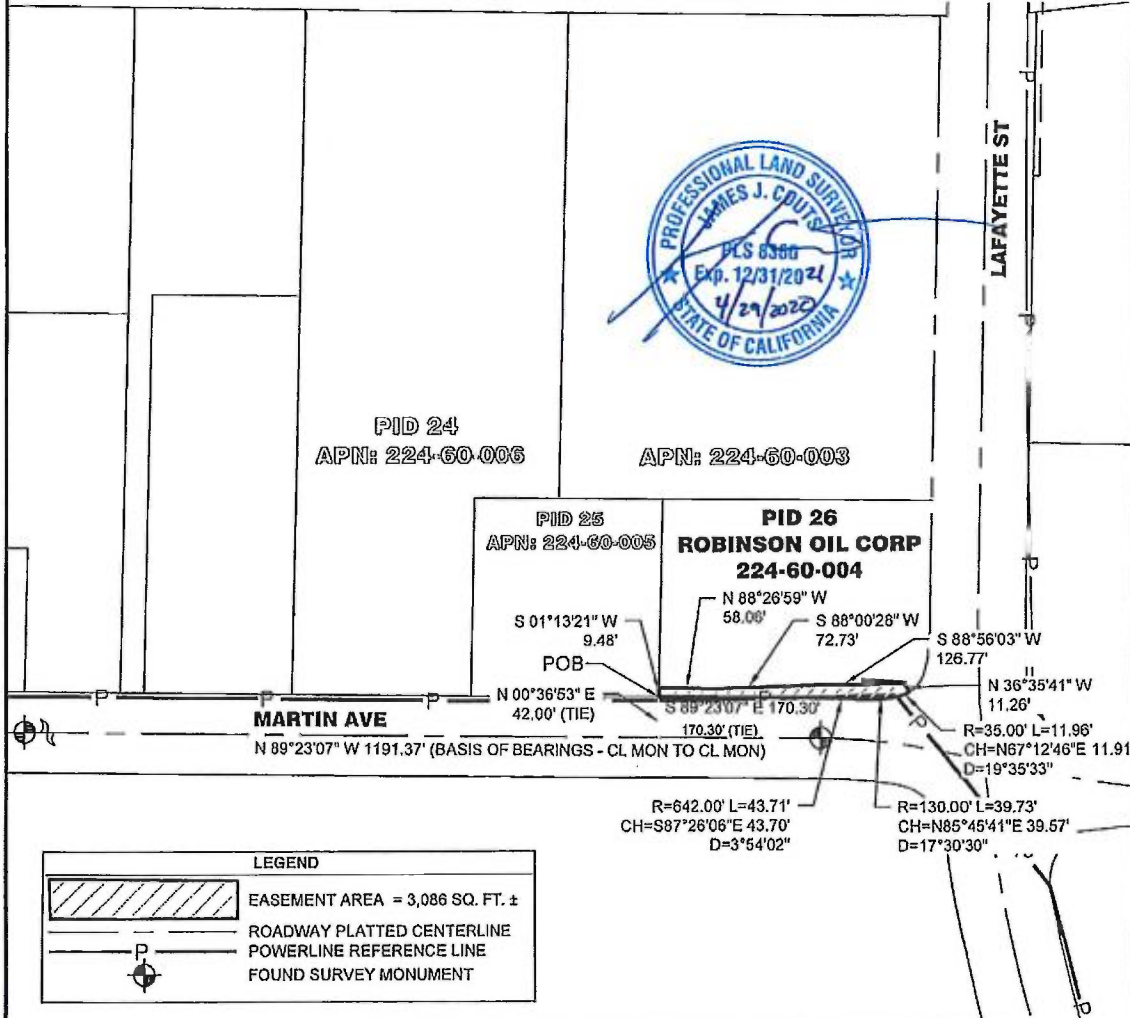
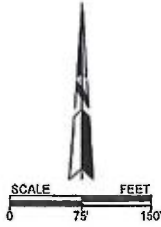
Containing 3,086 square feet, more or less.

REV: 0	DATE: 4/29/20	SCALE: N/A	BY: TMA   CHK: GHJ   APP: JJC
<div><div><div>Engineering with Distinction</div><div><div><div>ECI</div><div>ELECTRICAL CONSULTANTS, INC.</div><div>SALT LAKE CITY, UTAH</div></div></div><div><div>810 West 300 South Weide Cross, UT 84107 (801) 292-9104</div></div></div></div>	<div>ROBINSON OIL CORPORATION</div> <div>APN: 224-60-004</div> <div>953 MARTIN AVENUE</div> <div>SANTA CLARA, CALIFORNIA 95050</div>	<div><div><div><div>SILICON VALLEY POWER.</div><div>CITY OF SANTA CLARA.</div></div></div><div>SHEET: 1 OF 2</div></div>	

SVP REF: SC 19-206

# **EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 ROBINSON OIL CORPORATION  
 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-004  
 EASEMENT AREA: 3,086 SQ. FT. ±



REV: 0 DATE: 4/29/20 SCALE: 1" = 150' BY: TMA/CHK: GH/APP: JJC

**ECI ELECTRICAL**  
 CONSULTANTS, INC.  
 SALT LAKE CITY, UTAH  
 669 West 700 South Woods Cross, UT 84007 (801) 282-9334

ROBINSON OIL CORPORATION  
 APN: 224-60-004  
 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050

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

SHEET: 2 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: 224-60-004

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**

**955 Martin Avenue  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Robinson Oil Corporation, a California corporation** (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.

**Robinson Oil Corporation,  
a California corporation**

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/he/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 Robinson Oil Corporation, a California corporation (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 224-60-004

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 19-206

### EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
ROBINSON OIL CORPORATION  
953 MARTIN AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-60-004  
EASEMENT AREA: 3,086 SQ. FT. ±



#### DESCRIPTION:



A portion of that parcel of land conveyed in that certain Grant Deed recorded June 16, 2009 as Document No. 20294891 in the Office of the Recorder of the County of Santa Clara (ORCSC), being a portion of the Southeast 1/4 of Section 34, 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:

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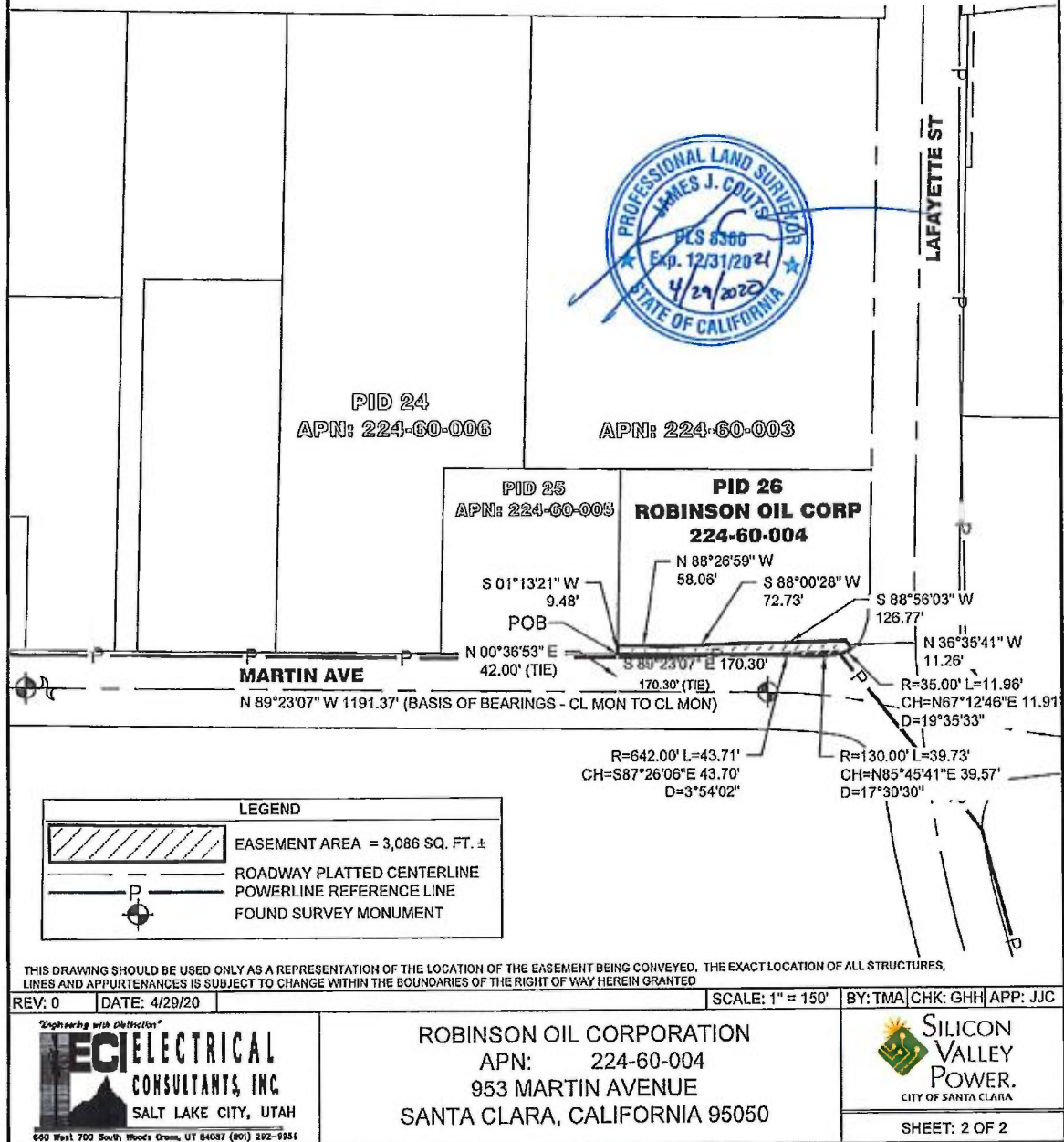
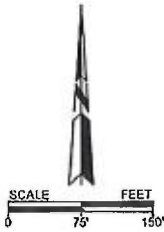
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Containing 3,086 square feet, more or less.

REV: 0	DATE: 4/29/20	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
<div><div><div>Engineering with Distinction®</div><div><div>ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH</div></div><div><div>840 West 700 South Woods Cross, UT 84087 (801) 292-5834</div></div></div></div>		ROBINSON OIL CORPORATION APN: 224-60-004 953 MARTIN AVENUE SANTA CLARA, CALIFORNIA 95050		<div><div><div>SILICON VALLEY POWER. CITY OF SANTA CLARA</div></div><div>SHEET: 1 OF 2</div></div>	

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 ROBINSON OIL CORPORATION  
 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-004  
 EASEMENT AREA: 3,086 SQ. FT. ±



**25021888**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
07/08/2021 10:31 AM

Titles: 1    Pages: 6

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.  
NCS-1011914-1B-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

APN: 224-60-004

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**

**955 Martin Avenue  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Robinson Oil Corporation, a California corporation** (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**").

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IN WITNESS WHEREOF, said grantor has hereunto set their hands this 26<sup>th</sup> day of March, 2021.

Robinson Oil Corporation,  
a California corporation

By: [Signature]

Title: VP, CFO

Date: 3/26/2021

APPROVED FOR FORM:

Caio Arellano  
Digitally signed by Caio  
Arellano  
Date: 2021.02.09 15:08:34  
+08'00'

Brian Doyle  
City Attorney

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State of California

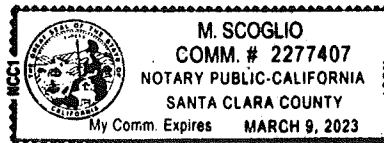
County of SANTA CLARA

On MARCH 26, 2021 before me, M. SCOGGIO, <sup>NOTARY PUBLIC</sup> (name and title of officer), personally appeared STEPHEN F. WHITE 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/he/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 M. Scoglio



(Seal)



**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 ROBINSON OIL CORPORATION  
 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-004  
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Containing 3,086 square feet, more or less.

REV: 0    DATE: 4/29/20    SCALE: N/A    BY: TMA    CHK: GHH    APP: JJC



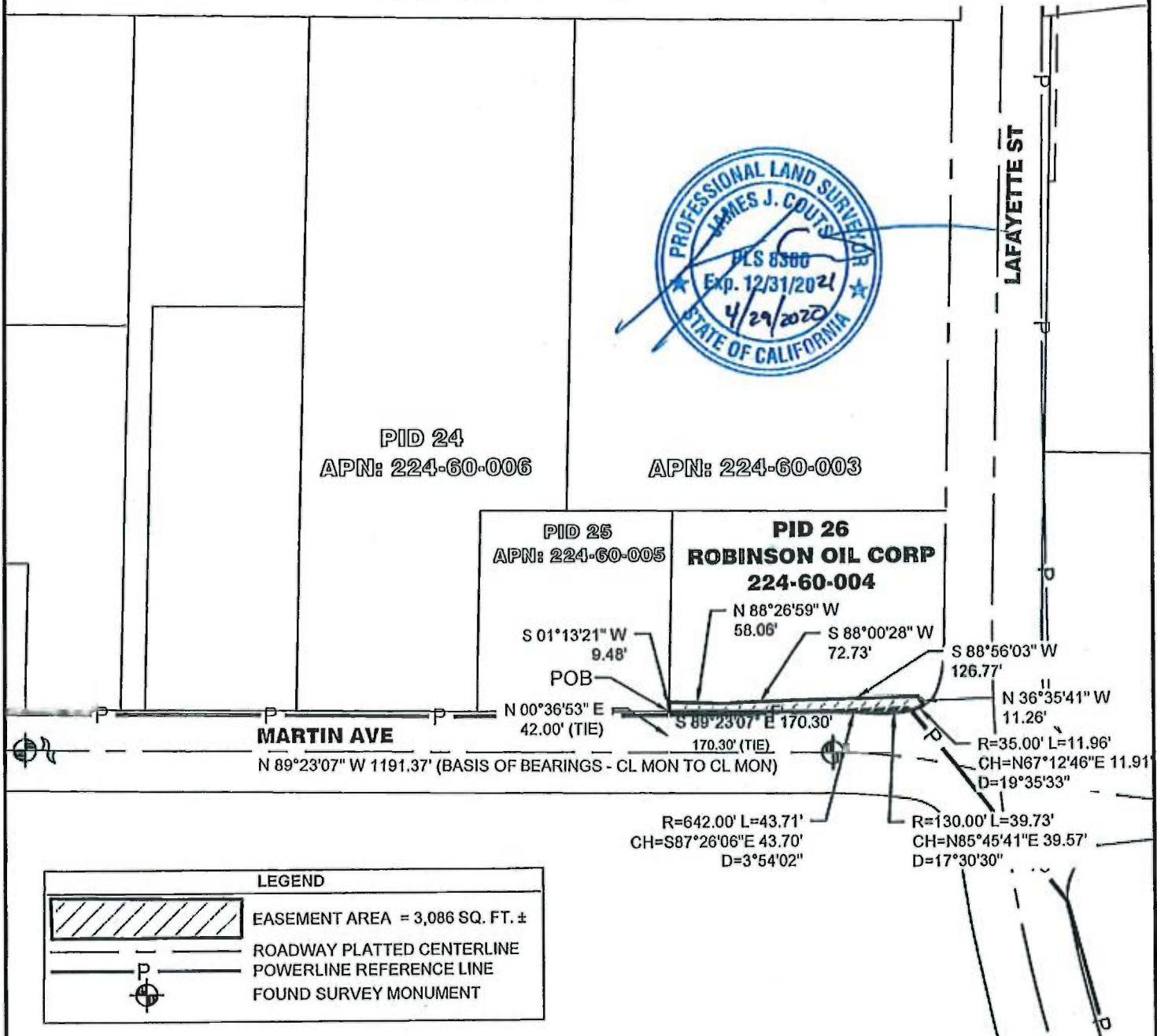
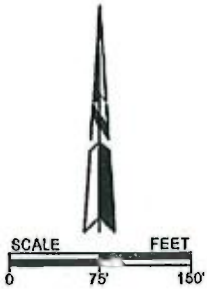
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 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050



SHEET: 1 OF 2

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 ROBINSON OIL CORPORATION  
 953 MARTIN AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-60-004  
 EASEMENT AREA: 3,086 SQ. FT. ±



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: GHJ APP: JJC






**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 12th of March 2021, from Robinson Oil Corporation, a California corporation (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. 20-8904 adopted on November 17<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 224-60-004

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

  
by DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

Caio Arellano  
Digitally signed by Caio Arellano  
Date: 2021.02.09  
15:09:15 -08'00'  
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 12, 2021 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and Miladin Malisic, Trustee of the Malisic Survivor's Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest and Milidan Malisic, Trustee of the Malisic Residual Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest, ("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 1515 Walsh Avenue, Santa Clara, CA APN: 224-57-003 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 Six Thousand dollars and no/100 Dollars (\$26,000.00).

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").

3.2. 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. Miladin Malisic, Trustee of the Malisic Survivor's Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest and Milidan Malisic, Trustee of the Malisic Residual Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest 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:

Milidan Milisic, Trustee  
Attention: Milidan Milisic  
22360 Palm Ave.  
Cupertino, CA 95014  
Telephone: 408-217-9599

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**

Miladin Malisic, Trustee

By: Miladin Malisic

Title: Trustee

Date: 10-16-2020

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By: Joanna J. Santana  
City Manager

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

Date: 2/12/2021

APPROVED AS TO FORM

Caio Arellano

Digitally signed by Caio  
Arellano  
Date: 2021.02.11  
15:14:22 -08'00'

City Attorney

## EXHIBIT A

### (Description of Easement)

SVP REF: SC 19-308

## EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
MALISIC SURVIVOR'S LIVING TRUST  
and MALISIC RESIDUAL TRUST  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003  
NEW EASEMENT AREA: 1,536 SQ. FT. ±



### DESCRIPTION:

A portion of the parcels of land conveyed in that certain Quit Claim Deed recorded August 28, 2015 as Document No. 23066239, 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 that 1.615 acre net parcel and 0.768 acre net parcel as shown on Record of Survey filed May 28, 1962 in Book 147 of Maps, page 21, ORCSC, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

COMMENCING at a monument located at the centerline intersection of Walsh Avenue and Lafayette Street; thence North 89°08'31" West 1655.05 feet along said centerline of Walsh Avenue to a Centerline Monument at a point of curvature in Walsh Avenue (as shown on Page 2); thence North 00°51'29" East 42.00 feet to the southeast corner of said Grantor's Parcel and the POINT OF BEGINNING; thence North 01°13'53" East 18.00 feet along the east line of said Grantor's Parcel; thence North 89°08'30" West 60.00 feet; thence South 64°14'12" West 36.41 feet; thence South 30°10'55" West 7.00 feet to the northerly right-of-way line of said Walsh Avenue and the beginning of a non-tangent curve concave southerly, having a radius of 1,042.00 feet; thence easterly 96.00 feet along said curved right-of-way through a central angle of 05°16'43" (chord bears North 88°13'08" East 95.96 feet) to the POINT OF BEGINNING.

Containing 1,536 square feet, more or less.

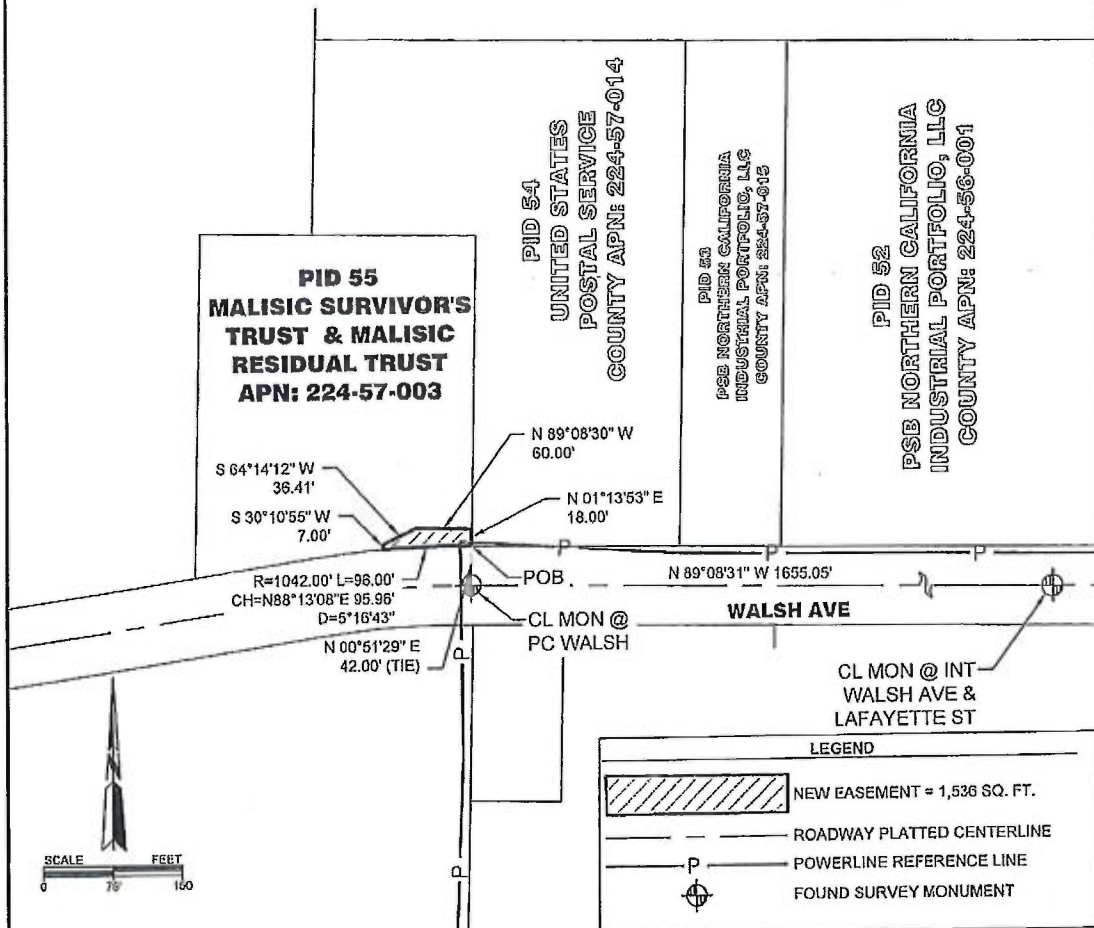


REV: 1	DATE: 6/20/2020	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
		MALISIC SURVIVOR'S TRUST and MALISIC RESIDUAL TRUST 1515 WALSH AVENUE SANTA CLARA, CALIFORNIA 95050 APN: 224-57-003			
				SHEET: 1 OF 2	

# EXHIBIT "A"

SVP REF: SC 19-308

POWERLINE EASEMENT ACROSS:  
MALISIC SURVIVOR'S TRUST  
and MALISIC RESIDUAL TRUST  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003  
NEW EASEMENT AREA: 1,536 SQ. FT. ±



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REV: 1 DATE: 5/20/2020

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

**TEC ELECTRICAL CONSULTANTS, INC.**  
SALT LAKE CITY, UTAH  
680 West 700 South West's Green, UT 84007 (801) 292-2834

**MALISIC SURVIVOR'S TRUST and MALISIC RESIDUAL TRUST**  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003

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

SHEET: 2 OF 2



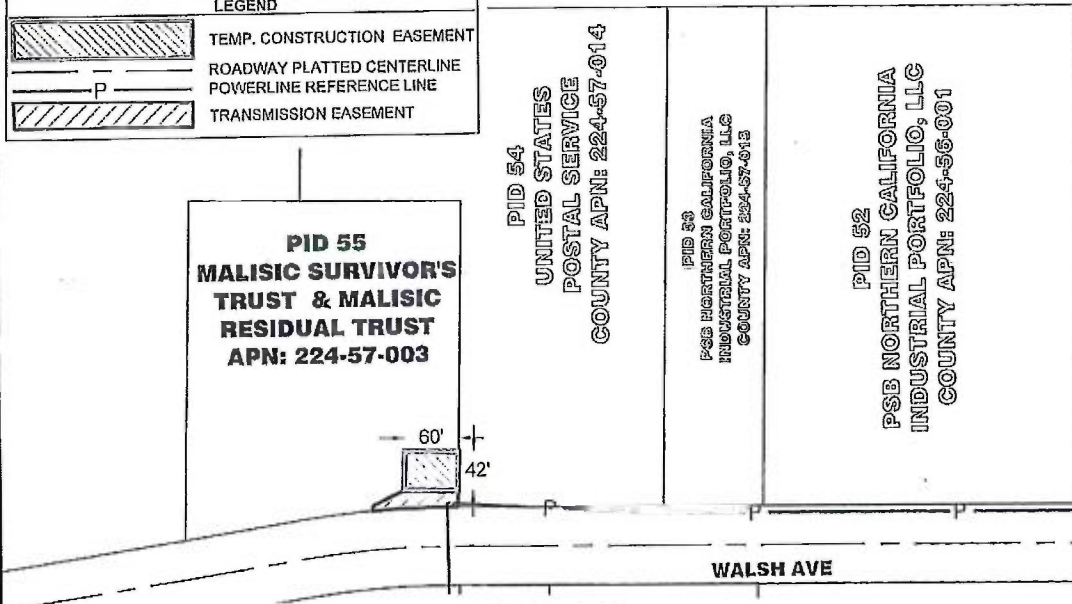
## EXHIBIT "B"

SVP REF: SC 19-308

TEMPORARY CONSTRUCTION EASEMENT ACROSS:  
MALISIC SURVIVOR'S TRUST  
and MALISIC RESIDUAL TRUST  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003  
TCE AREA: 2,520 SQ. FT. ±



LEGEND	
	TEMP. CONSTRUCTION EASEMENT
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	TRANSMISSION EASEMENT



### DESCRIPTION

A portion of the parcels of land conveyed in that certain Quit Claim Deed recorded August 28, 2015 as Document No. 23086239, 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 that 1.615 acre net parcel and 0.768 acre net parcel as shown on Record of Survey filed May 28, 1962 in Book 147 of Maps, page 21, ORCSC, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

**BEGINNING** at the northeasterly corner of the Powerline Easement described in Exhibit "A"; thence northerly 42 feet along the easterly line of said said Grantor's Parcel; thence westerly 60 feet; thence southerly 42 feet to the northerly line of said Powerline Easement; thence easterly 60 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 2,520 square feet, more or less.

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: 5/20/2020

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



TEMPORARY CONSTRUCTION EASEMENT  
MALISIC SURVIVOR'S & MALISIC RESIDUAL TRUSTS  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003





**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: 224-57-003

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**

**1515 Walsh Avenue  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Miladin Malisic, Trustee of The Malisic Survivor's Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest and Miladin Malisic, Trustee of The Malisic Residual Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest** (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.

**Miladin Malisic, 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/he/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 **Miladin Malisic, Trustee of The Malisic Survivor's Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest and Miladin Malisic, Trustee of The Malisic Residual Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest** (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 224-57-003

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 19-308

### EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
MALISIC SURVIVOR'S LIVING TRUST  
and MALISIC RESIDUAL TRUST  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003  
NEW EASEMENT AREA: 1,536 SQ. FT. ±



#### DESCRIPTION:

A portion of the parcels of land conveyed in that certain Quit Claim Deed recorded August 28, 2015 as Document No. 23066239, 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 that 1.615 acre net parcel and 0.768 acre net parcel as shown on Record of Survey filed May 28, 1962 in Book 147 of Maps, page 21, ORCSC, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

**COMMENCING** at a monument located at the centerline intersection of Walsh Avenue and Lafayette Street; thence North 89°08'31" West 1655.05 feet along said centerline of Walsh Avenue to a Centerline Monument at a point of curvature in Walsh Avenue (as shown on Page 2); thence North 00°51'29" East 42.00 feet to the southeast corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence North 01°13'53" East 18.00 feet along the east line of said Grantor's Parcel; thence North 89°08'30" West 60.00 feet; thence South 64°14'12" West 36.41 feet; thence South 30°10'55" West 7.00 feet to the northerly right-of-way line of said Walsh Avenue and the beginning of a non-tangent curve concave southerly, having a radius of 1,042.00 feet; thence easterly 96.00 feet along said curved right-of-way through a central angle of 05°16'43" (chord bears North 88°13'08" East 95.96 feet) to the **POINT OF BEGINNING**.

Containing 1,536 square feet, more or less.

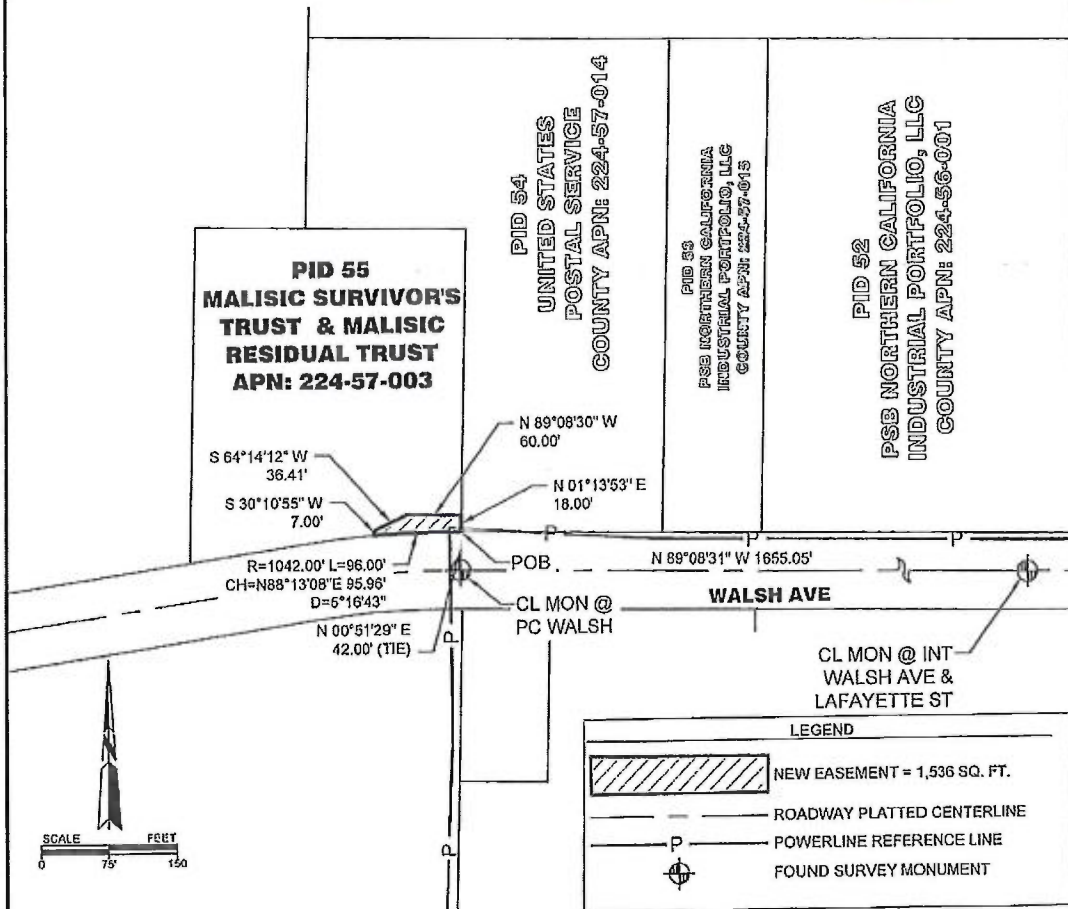


REV: 1	DATE: 5/20/2020	SCALE: N/A	BY: TMA/CHK: GH/APP: JJC
 <p>ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH 600 West 700 South Woods Creek, UT 84087 (801) 292-9551</p>	<p>MALISIC SURVIVOR'S TRUST and MALISIC RESIDUAL TRUST 1515 WALSH AVENUE SANTA CLARA, CALIFORNIA 95050 APN: 224-57-003</p>	 <p>SILICON VALLEY POWER. CITY OF SANTA CLARA</p>	
SHEET: 1 OF 2			

# EXHIBIT "A"

SVP REF: SC 19-308

POWERLINE EASEMENT ACROSS:  
MALISIC SURVIVOR'S TRUST  
and MALISIC RESIDUAL TRUST  
1515 WALSH AVENUE  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-57-003  
NEW EASEMENT AREA: 1,536 SQ. FT. ±



REV: 1		DATE: 5/20/2020	SCALE: 1" = 150'	BY: TMA	CHK: GHI	APP: JJC
<b>EC ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH 600 West 300 South Woods Cross, UT 84007 (801) 292-9154		<b>MALISIC SURVIVOR'S TRUST</b> <b>and MALISIC RESIDUAL TRUST</b> 1515 WALSH AVENUE SANTA CLARA, CALIFORNIA 95050 APN: 224-57-003		<b>SILICON VALLEY POWER.</b> CITY OF SANTA CLARA SHEET: 2 OF 2		



RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.  
NCS-1011914-32-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

\*\*This document was electronically submitted  
to Santa Clara County for recording\*\*

**25058268**

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
08/09/2021 11:15 AM

Titles: 1 Pages: 10

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

APN: 224-57-003

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

1515 Walsh Avenue  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Miladin Malisic, Trustee of The Malisic Survivor's Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest and Miladin Malisic, Trustee of The Malisic Residual Trust u/t/a/ dated June 23, 1983, an undivided fifty percent (50%) interest** (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** and **Exhibit B** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement described in **Exhibit A** 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.

The Easement described in **Exhibit B** shall be used by Grantee for construction purposes ("TCE") related to the Project, and all purposes related thereto, in, on, upon, over, under and across that real property described and depicted in Exhibit B ("TCE Area").

Actual physical use and occupation of the TCE Area will occur only intermittently and only for a timeframe not to exceed twenty-one (21) days total, each phase of which to commence following forty-eight (48) hours prior written notice to Property owner. Access and use of portions of the TCE Area by Property owner, tenants, invitees and guests will be allowed to the extent that said portion is not being used for Project construction or staging purposes at that time. Construction of the Project is expected to take no more than six months, and this TCE shall terminate upon written notice from easement holder that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE term shall expire nine (9) months following the date the TCE is first used for the Project. Easement holder will stage and coordinate work in the TCE Area with the Property owner so as not to unreasonably impede/hinder access to/from and within the Property.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantor has hereunto set their hands this 28 day of APRIL, 2021

By: Miladin Malisic

Miladin Malisic, Trustee of the Malisic Survivor's Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest

APPROVED FOR FORM:  
THIS DOCUMENT WAS EXECUTED IN COUNTERPART Date: 4-28-2021

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

By: Miladin Malisic

Miladin Malisic, Trustee of the Malisic Residual Trust u/t/a dated June 23, 1983, an undivided fifty percent (50%) interest

Date: 4-28-2021

**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 grantor has hereunto set their hands this 28 day of April, 2021.

Miladin Malisic, Trustee

**THIS DOCUMENT WAS EXECUTED IN COUNTERPART**

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

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

APPROVED FOR FORM:

Caio Arellano  
Digitally signed by Caio  
Arellano  
Date: 2021.02.09 15:04:04  
+08'00'

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 Santa Clara

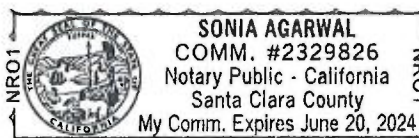
On April 28, 2021 before me, Sonia Agarwal, <sup>Notary Public</sup> (name and title of officer), personally appeared Miladin Malisic who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that she/he/they 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

Sonia Agarwal



(Seal)

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 Santa Clara

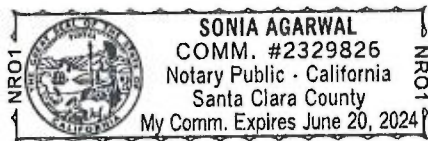
On April 28, 2021 before me, Sonia Agarwal <sup>Notary Public</sup> (name and title of officer), personally appeared Miladin Malise who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they 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

Sonia Agarwal



(Seal)



**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 MALISIC SURVIVOR'S LIVING TRUST  
 and MALISIC RESIDUAL TRUST  
 1515 WALSH AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-57-003  
 NEW EASEMENT AREA: 1,536 SQ. FT. ±


**DESCRIPTION:**

A portion of the parcels of land conveyed in that certain Quit Claim Deed recorded August 28, 2015 as Document No. 23066239, 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 that 1.615 acre net parcel and 0.768 acre net parcel as shown on Record of Survey filed May 28, 1962 in Book 147 of Maps, page 21, ORCSC, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

**COMMENCING** at a monument located at the centerline intersection of Walsh Avenue and Lafayette Street; thence North 89°08'31" West 1655.05 feet along said centerline of Walsh Avenue to a Centerline Monument at a point of curvature in Walsh Avenue (as shown on Page 2); thence North 00°51'29" East 42.00 feet to the southeast corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence North 01°13'53" East 18.00 feet along the east line of said Grantor's Parcel; thence North 89°08'30" West 60.00 feet; thence South 64°14'12" West 36.41 feet; thence South 30°10'55" West 7.00 feet to the northerly right-of-way line of said Walsh Avenue and the beginning of a non-tangent curve concave southerly, having a radius of 1,042.00 feet; thence easterly 96.00 feet along said curved right-of-way through a central angle of 05°16'43" (chord bears North 88°13'08" East 95.96 feet) to the **POINT OF BEGINNING**.

Containing 1,536 square feet, more or less.



REV: 1	DATE: 5/20/2020	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
<b>ECI ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH <small>600 West 700 South Woods Cross, UT 84087 (801) 292-9954</small>		MALISIC SURVIVOR'S TRUST and MALISIC RESIDUAL TRUST 1515 WALSH AVENUE SANTA CLARA, CALIFORNIA 95050 APN: 224-57-003		 SHEET: 1 OF 2	

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:

MALISIC SURVIVOR'S TRUST

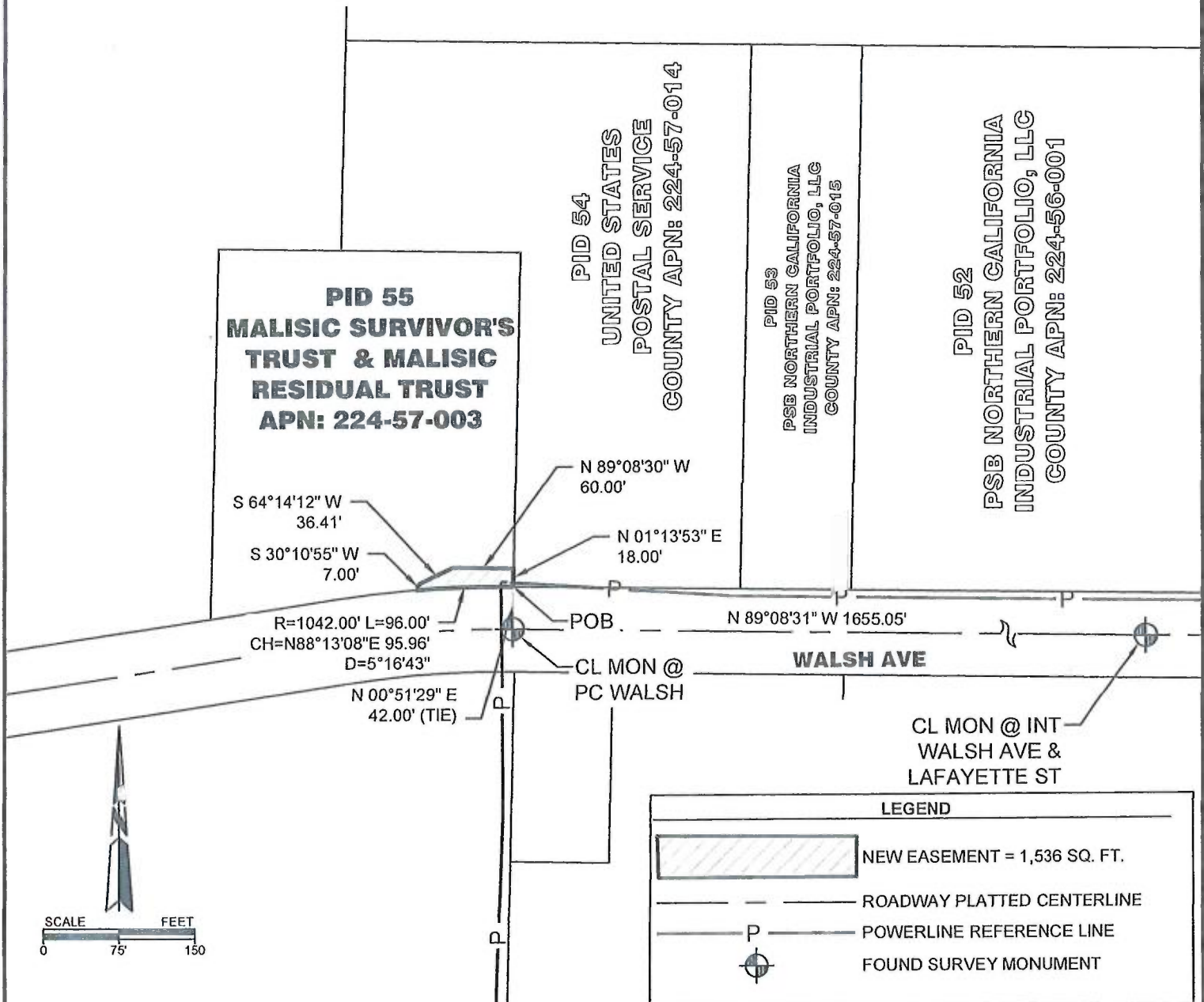
and MALISIC RESIDUAL TRUST

1515 WALSH AVENUE

SANTA CLARA, CALIFORNIA 95050

APN: 224-57-003

NEW EASEMENT AREA: 1,536 SQ. FT. ±



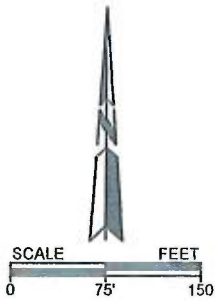
THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 1 | DATE: 5/20/2020 | SCALE: 1" = 150' | BY: TMA | CHK: GHH | APP: JJC



**EXHIBIT "B"**

TEMPORARY CONSTRUCTION EASEMENT ACROSS:  
 MALISIC SURVIVOR'S TRUST  
 and MALISIC RESIDUAL TRUST  
 1515 WALSH AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-57-003  
 TCE AREA: 2,520 SQ. FT. ±



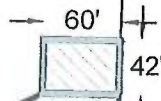
LEGEND	
	TEMP. CONSTRUCTION EASEMENT
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	TRANSMISSION EASEMENT

**PID 55**  
**MALISIC SURVIVOR'S**  
**TRUST & MALISIC**  
**RESIDUAL TRUST**  
**APN: 224-57-003**

**PID 54**  
**UNITED STATES**  
**POSTAL SERVICE**  
**COUNTY APN: 224-57-014**

**PID 53**  
**PSB NORTHERN CALIFORNIA**  
**INDUSTRIAL PORTFOLIO, LLC**  
**COUNTY APN: 224-57-015**

**PID 52**  
**PSB NORTHERN CALIFORNIA**  
**INDUSTRIAL PORTFOLIO, LLC**  
**COUNTY APN: 224-56-001**



**WALSH AVE**

**DESCRIPTION**

A portion of the parcels of land conveyed in that certain Quit Claim Deed recorded August 28, 2015 as Document No. 23066239, 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 that 1.615 acre net parcel and 0.768 acre net parcel as shown on Record of Survey filed May 28, 1962 in Book 147 of Maps, page 21, ORCSC, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

**BEGINNING** at the northeasterly corner of the Powerline Easement described in Exhibit "A"; thence northerly 42 feet along the easterly line of said said Grantor's Parcel; thence westerly 60 feet; thence southerly 42 feet to the northerly line of said Powerline Easement; thence easterly 60 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 2,520 square feet, more or less.

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: 5/20/2020 | SCALE: 1" = 150' | BY: TMA | CHK: GHH | APP: JJC

**ECI ELECTRICAL**  
**CONSULTANTS, INC.**  
 SALT LAKE CITY, UTAH  
 660 West 700 South Woods Cross, UT 84087 (801) 202-9854

TEMPORARY CONSTRUCTION EASEMENT  
 MALISIC SURVIVOR'S & MALISIC RESIDUAL TRUSTS  
 1515 WALSH AVENUE  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-57-003

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

SHEET: 1 OF 1

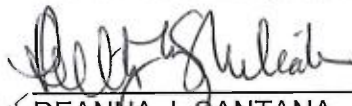


**CERTIFICATE OF ACCEPTANCE**

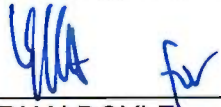
This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 28<sup>th</sup> of April, 2021, from Miladin Malisic, Trustee of The Malisic Survivor's Trust u/t/a/ dated June 23, 1983, ~~an undivided fifty percent (50%) interest~~ and Miladin Malisic, Trustee of The Malisic Residual Trust u/t/a/ dated June 23, 1983, ~~an undivided fifty percent (50%) interest~~ (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. 20-8904 adopted on November 17, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-57-003

Dated: This 26<sup>th</sup> day of February, 2021

  
for DEANNA J. SANTANA *Ruth Mizobe Shikada*  
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 12, 2021 the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and JUN FOO WONG BYPASS TRUST, AS CREATED BY THE J&S WONG FAMILY LIFE ESTATE TRUST, DATED 2/4/2000 AS TO AN UNDIVIDED 43.7% INTEREST; WITH KING WAN WONG AS TRUSTEE AND ANY SUCCESSOR TRUSTEE HAVING POWER TO CONVEY TITLE; AND JUN FOO WONG QTIP TRUST, AS CREATED BY THE J&S WONG FAMILY LIFE ESTATE TRUST, DATED 2/4/2000 AS TO AN UNDIVIDED 11.3% INTEREST WITH KING WAN WONG AS TRUSTEE AND ANY SUCCESSOR TRUSTEE HAVING POWER TO CONVEY TITLE; AND KING W. WONG AND BEVERLY G. WONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 45% INTEREST ("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 2495 Lafayette Street, APN: 224-35-019 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 Eighty Five Thousand Seven Hundred Fifty and no/100 Dollars (\$85,750.00).

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. JUN FOO WONG BYPASS TRUST, AS CREATED BY THE J&S WONG FAMILY LIFE ESTATE TRUST, DATED 2/4/2000 AS TO AN UNDIVIDED 43.7% INTEREST; WITH KING WAN WONG AS TRUSTEE AND ANY SUCCESSOR TRUSTEE HAVING POWER TO CONVEY TITLE; AND JUN FOO WONG QTIP TRUST, AS CREATED BY THE J&S WONG FAMILY LIFE ESTATE TRUST, DATED 2/4/2000 AS TO AN UNDIVIDED 11.3% INTEREST WITH KING WAN WONG AS TRUSTEE AND ANY SUCCESSOR TRUSTEE HAVING POWER TO CONVEY TITLE; AND KING W. WONG AND BEVERLY G. WONG, HUSBAND AND WIFE AS COMMUNITY PROPERTY AS TO AN UNDIVIDED 45% INTEREST 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:	King Wan Wong, Trustee Attention: <u>King Wong</u> <u>1025 Windjammer Cir</u> <u>Foster City, CA 94404</u> Telephone: <u>650-341-5953</u>
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**

King Wan Wong, Trustee

By: King Wong

Title: Trustee

Date: 10-29-2020

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By: Deanna J. Santana

Title: City Manager

Date: 2/12/2021

**GRANTOR**

King W. Wong

By: King Wong

Date: 10-29-2020

**APPROVED AS TO FORM**

Caio Arellano  
Digitally signed by Caio  
Arellano  
Date: 2021.02.11  
15:20:18 -08'00'

City Attorney

**GRANTOR**

Beverly G. Wong

By: BWong

Date: 10-29-2020



## EXHIBIT A

### (Description of Easement)

SVP REF: SC 19-186

### **EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
JUN FOO WONG BYPASS TRUST  
2495 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-35-019  
EASEMENT AREA: 2,956 SQ. FT. ±

#### **DESCRIPTION:**



A portion of Parcel 1 of that certain Parcel Map filed for Record in the Office of the Recorder of Santa Clara County, State of California on August 1, 1995 in Book 668 of Maps at Pages 11 and 12, located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

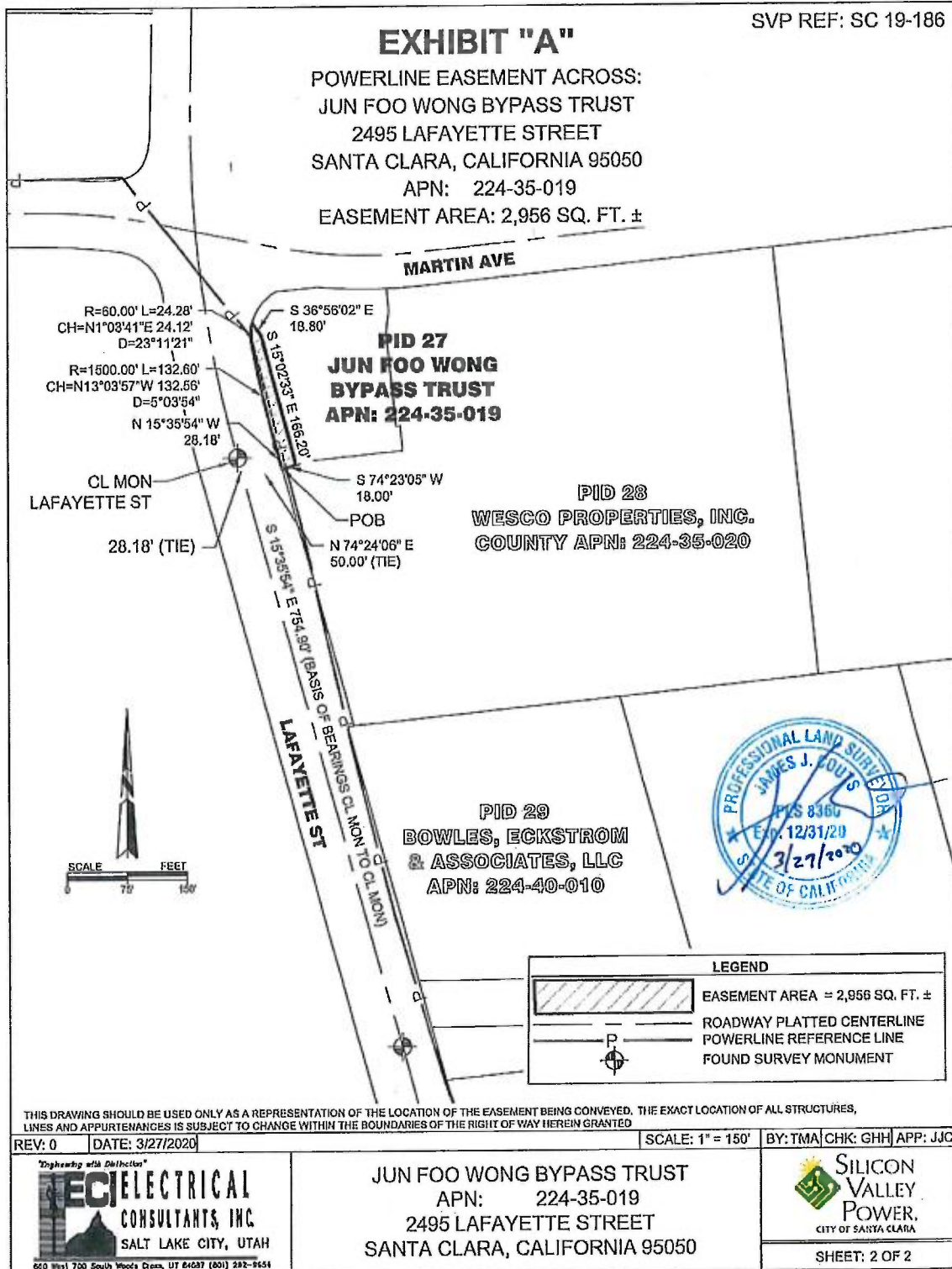
**COMMENCING** at a Centerline Monument in Lafayette Street (as shown on Page 2 of this Exhibit); thence South 15°35'54" East 28.18 feet along the centerline; thence North 74°24'08" East 50.00 feet to the southwesterly corner said Parcel 1 and the **POINT OF BEGINNING**; thence along the westerly right-of-way line of said Lafayette Street the following three (3) courses: 1) North 15°35'54" West 28.18 feet to the beginning of a curve concave easterly, having a radius of 1500 feet; 2) northerly 132.60 feet along said curved right-of-way through a central angle of 05°03'54" (chord bears North 13°03'57" West 132.56 feet) to the beginning of a compound curve concave southeasterly having a radius of 60.00 feet; 3) northerly 24.28 feet along said curved right-of-way through a central angle of 23°11'21" (chord bears North 01°03'41" East 24.12 feet); thence South 36°56'02" East 18.80 feet; thence South 15°02'33" East 166.20 feet to the southerly line of said Parcel 1; thence South 74°23'05" West 18.00 feet along said southerly line to the **POINT OF BEGINNING**.

Containing 2,956 square feet, more or less.

EXHIBIT A PAGE 2 by this reference made a part hereof.



REV: 0	DATE: 3/27/20	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
		JUN FOO WONG BYPASS TRUST APN: 224-35-019 2495 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		 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: 224-35-019

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**

2495 Lafayette Street  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Jun Foo Wong Bypass Trust, as created by the J&S Wong Family Life Estate Trust, dated 2/24/2000 as to an undivided 43.7% interest; with King Wan Wong as Trustee and any successor Trustee having power to convey title; and Jun Foo Wong QTIP Trust, as created by the J&S Wong Family Life Estate Trust, dated 2/24/2000 as to an undivided 11.3% interest with King Wan Wong as Trustee and any successor Trustee having power to convey title; and King W. Wong and Beverly G. Wong, husband and wife as community property as to an undivided 45% interest** (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.

King Wan Wong, Trustee

\_\_\_\_\_

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

APPROVED FOR FORM:

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

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

King W Wong

\_\_\_\_\_

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

\_\_\_\_\_  
Beverly G. Wong

\_\_\_\_\_

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

**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/he/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 [**Name of grantor**] (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 224-35-019

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 19-186

### EXHIBIT "A"

POWERLINE EASEMENT ACROSS:  
JUN FOO WONG BYPASS TRUST  
2495 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-35-019  
EASEMENT AREA: 2,956 SQ. FT. ±

#### DESCRIPTION:



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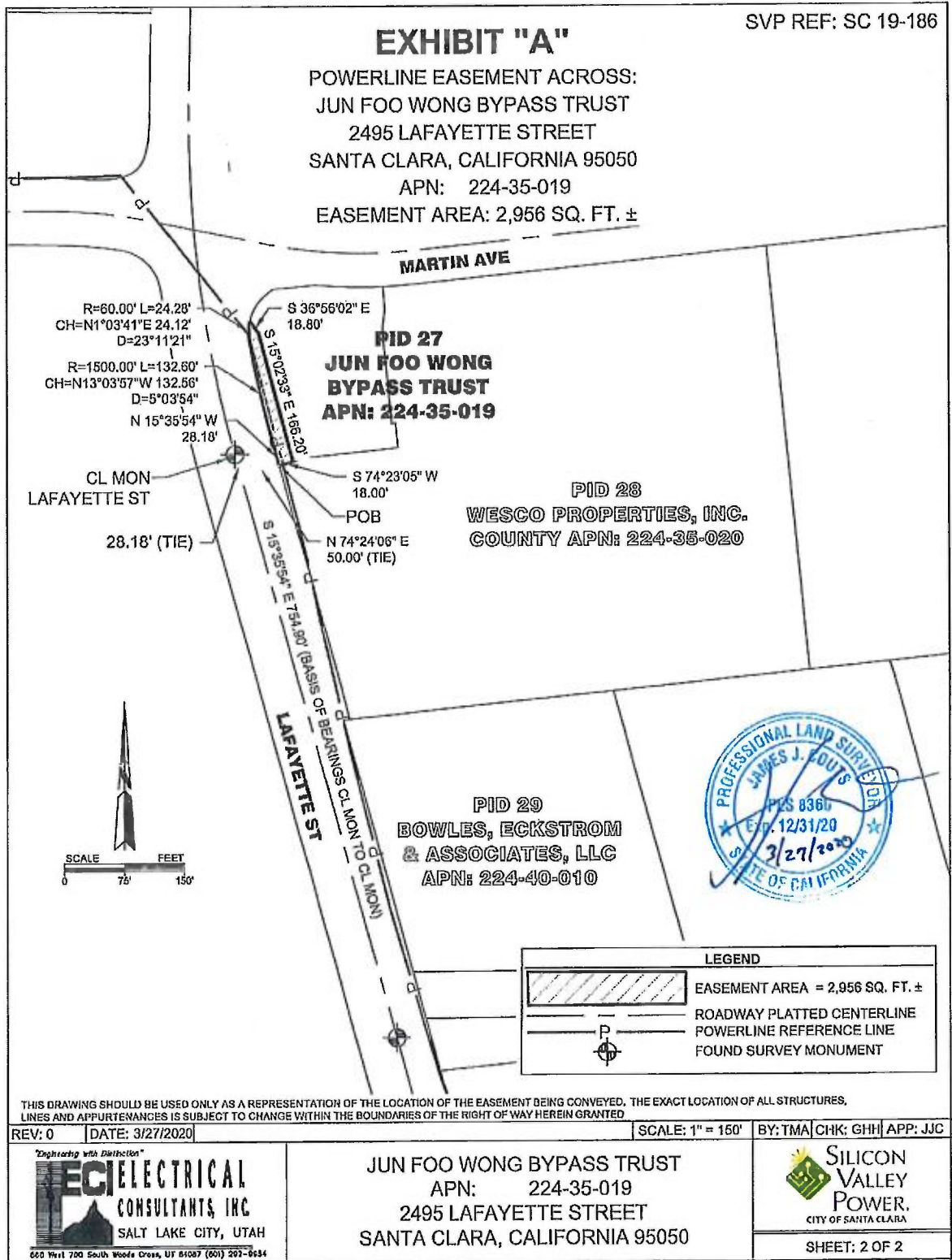
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Containing 2,956 square feet, more or less.

**EXHIBIT A PAGE 2** by this reference made a part hereof.



REV: 0	DATE: 3/27/20	SCALE: N/A	BY: TMA/CHK: GH/APP: JJC
<div><div><div>Engineering with Distinction</div><div><div>ECI ELECTRICAL CONSULTANTS, INC.</div><div>SALT LAKE CITY, UTAH</div><div>650 West 700 South Woods Cross, UT 84097 (801) 282-9554</div></div></div></div> <div><div>JUN FOO WONG BYPASS TRUST</div><div>APN: 224-35-019</div><div>2495 LAFAYETTE STREET</div><div>SANTA CLARA, CALIFORNIA 95050</div></div> <div><div><div>SILICON VALLEY POWER.</div><div>CITY OF SANTA CLARA</div></div><div>SHEET: 1 OF 2</div></div>			



RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

NCS-1011914-19-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

\*\*This document was electronically submitted  
to Santa Clara County for recording\*\*

**25183352**

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
12/02/2021 08:51 AM

Titles: 1 Pages: 9

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

APN: 224-35-019

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

2495 Lafayette Street  
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Jun Foo Wong Bypass Trust**, as created by the **J&S Wong Family Life Estate Trust**, dated 2/24/2000 as to an undivided 43.7% interest; with **King Wan Wong** as Trustee and any successor Trustee having power to convey title; and **Jun Foo Wong QTIP Trust**, as created by the **J&S Wong Family Life Estate Trust**, dated 2/24/2000 as to an undivided 11.3% interest with **King Wan Wong** as Trustee and any successor Trustee having power to convey title; and **King W. Wong and Beverly G. Wong**, husband and wife as community property as to an undivided 45% interest (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").

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IN WITNESS WHEREOF, said grantor has hereunto set their hands this 27 day of October, 2021.

Jun Foo Wong Bypass Trust,  
as created by the J&S Wong  
Family Life Estate Trust,  
dated 2/24/2000

By: King W. Wong, Trustee  
King Wan Wong, Trustee

SEE  
ATTACHED

APPROVED FOR FORM:

C. A. Auld  
Office of The City Attorney  
City of Santa Clara

Jun Foo Wong QTIP Trust,  
as created by the J&S Wong  
Family Life Estate Trust,  
dated 2/24/2000

By: King W. Wong, Trustee  
King Wan Wong, Trustee

King W. Wong  
King W. Wong

B. Wong  
Beverly G. Wong  
aka B. Wong

SEE  
ATTACHED

**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.

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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

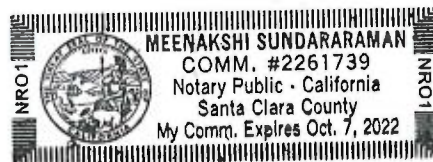
County of Santa Clara

On October 27, 2021 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared King Wan Wong, 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 <sup>he</sup>~~she/he/they~~ executed the same in his/~~her~~<sup>us</sup>/their authorized capacity(ies), and that by his/~~her~~<sup>us</sup>/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)



## 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

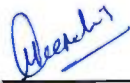
County of Santa Clara

On October 27, 2021 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared King W. Wong, 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~~<sup>he</sup>~~she/they~~<sup>is</sup> executed the same in his/her/their authorized capacity(ies), and that by his/~~her~~<sup>his</sup>/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)



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State of California

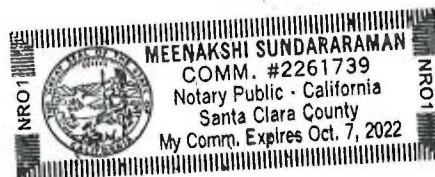
County of Santa Clara

On October 27, 2021 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared King Wan Wong, 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/he/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.

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WITNESS my hand and official seal.

Signature 



(Seal)

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State of California

County of Santa Clara

On October 27, 2021 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared Beverly G. Wong, 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:  
 JUN FOO WONG BYPASS TRUST  
 2495 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-35-019  
 EASEMENT AREA: 2,956 SQ. FT. ±

**DESCRIPTION:**

A portion of Parcel 1 of that certain Parcel Map filed for Record in the Office of the Recorder of Santa Clara County, State of California on August 1, 1995 in Book 668 of Maps at Pages 11 and 12, located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a Centerline Monument in Lafayette Street (as shown on Page 2 of this Exhibit); thence South 15°35'54" East 28.18 feet along the centerline; thence North 74°24'06" East 50.00 feet to the southwesterly corner said Parcel 1 and the **POINT OF BEGINNING**; thence along the westerly right-of-way line of said Lafayette Street the following three (3) courses: 1) North 15°35'54" West 28.18 feet to the beginning of a curve concave easterly, having a radius of 1500 feet; 2) northerly 132.60 feet along said curved right-of-way through a central angle of 05°03'54" (chord bears North 13°03'57" West 132.56 feet) to the beginning of a compound curve concave southeasterly having a radius of 60.00 feet; 3) northerly 24.28 feet along said curved right-of-way through a central angle of 23°11'21" (chord bears North 01°03'41" East 24.12 feet); thence South 36°56'02" East 18.80 feet; thence South 15°02'33" East 166.20 feet to the southerly line of said Parcel 1; thence South 74°23'05" West 18.00 feet along said southerly line to the **POINT OF BEGINNING**.

Containing 2,956 square feet, more or less.

**EXHIBIT A PAGE 2** by this reference made a part hereof.



REV: 0	DATE: 3/27/20	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
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**EXHIBIT "A"**

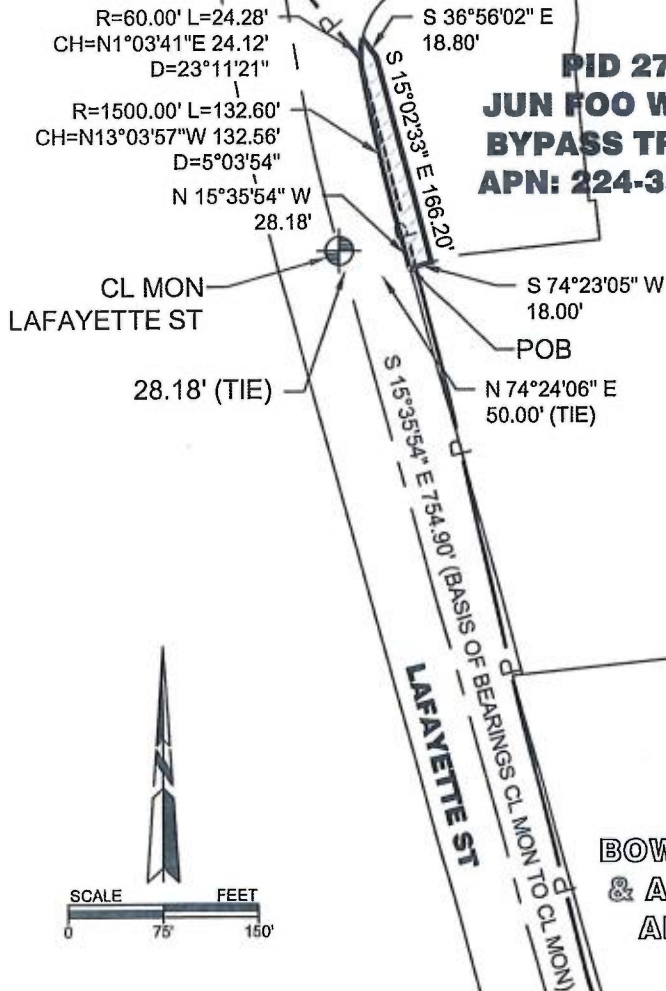
POWERLINE EASEMENT ACROSS:  
 JUN FOO WONG BYPASS TRUST  
 2495 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-35-019  
 EASEMENT AREA: 2,956 SQ. FT. ±

**MARTIN AVE**

**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**

**LEGEND**

- EASEMENT AREA = 2,956 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: 0 DATE: 3/27/2020

SCALE: 1" = 150'

BY: TMA CHK: GHH APP: JJC

"Engineering with Distinction"

**ECI ELECTRICAL**  
 CONSULTANTS, INC.  
 SALT LAKE CITY, UTAH

660 West 700 South Woods Cross, UT 84087 (801) 202-0054

**JUN FOO WONG BYPASS TRUST**  
 APN: 224-35-019  
 2495 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050

**SILICON VALLEY POWER**  
 CITY OF SANTA CLARA

SHEET: 2 OF 2

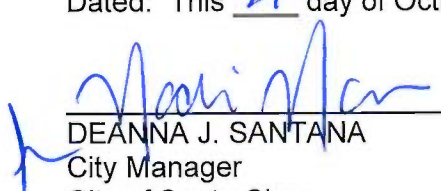


**CERTIFICATE OF ACCEPTANCE**


This is to certify that the interest in real property conveyed by Overhead Electric Easement Deed dated the 27<sup>TH</sup> of October 2021, from **Jun Foo Wong Bypass Trust, as created by the J&S Wong Family Life Estate Trust, dated 2/24/2000 as to an undivided 43.7% interest; with King Wan Wong as Trustee and any successor Trustee having power to convey title; and Jun Foo Wong QTIP Trust, as created by the J&S Wong Family Life Estate Trust, dated 2/24/2000 as to an undivided 11.3% interest with King Wan Wong as Trustee and any successor Trustee having power to convey title; and King W. Wong and Beverly G. Wong, husband and wife as community property as to an undivided 45% interest** (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. 20-8904 adopted on November 17<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 **224-35-019**

Dated: This 29 day of October, 2021

  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

  
Office of The City Attorney  
City of Santa Clara

ATTEST:   
NORA PIMENTEL, MMC  
Assistant City Clerk