

RESOLUTION NO. 22-9119

**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 constructing approximately 0.6 miles of new single circuit 60 Kilovolt overhead transmission lines within the eastern area of the City of Santa Clara for the Memorex Junction Transmission Line Extension Project ("Project"). One of the objectives of the Project is to provide service to the new Memorex Junction Substation for the Memorex Data Center project and other potential datacenter or industrial developments within the vicinity;

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). This Project was analyzed in the Final Environmental Impact Report for the Memorex Data Center project, which was adopted by Council on November 9, 2021, by Resolution No. 21-9017; and

WHEREAS, on June 8, 2021, and December 14, 2021, City Council provided authority in closed session to negotiate Easements with owners of certain parcels required to construct the Project and the City has reached agreements with the 3 property owners to purchase easements necessary for the Project, upon the terms set forth below.

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

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

Address	Grantors	APN	Purchase Price
2380 Lafayette St	Dinapoli Family L. P.	224-63-020	\$28,290
1045 Shulman Ave	Berto Development	224-63-006	\$20,000
2206 Lafayette St.	Panis, Felix A and Remelita S	224-67-042	\$25,000

2. That the City Manager, or his duly authorized designee, is hereby authorized and directed to execute a Purchase and Sale Agreement (Utility Easement) with each of the forgoing Grantors, in a form substantially the same as the form(s) of Purchase and Sale Agreement (Utility Easement) attached hereto as Exhibits A, B and C.

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 12TH DAY OF JULY, 2022, 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. Report to Council #22-837
2. Agreement for Purchase and Sale – 2380 Lafayette Street [APN 224-63-020]
3. Agreement for Purchase and Sale – 1045 Shulman Avenue [APN 224-63-006]
4. Agreement for Purchase and Sale – 2206 Lafayette Street [APN 224-67-042]



Agenda Report

22-837

Agenda Date: 7/12/2022

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Approving Purchase and Sale Agreements for Easements on the Memorex Junction Transmission Line Extension 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 0.6 miles of new single circuit 60 kilovolt (kV) overhead transmission line within the eastern area of the City of Santa Clara. One of the objectives of the Memorex Junction Transmission Line Extension Project (Project) is to provide service to the new Memorex Junction Substation to be constructed as a part of the 1200 Memorex Development and potentially other datacenter or industrial developments within the vicinity.

The new 60 kV transmission line would be constructed along or crossing the following city streets: Lafayette Street, Shulman Avenue, Memorex Drive, Ronald Street and Di Giulio Avenue.

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

- April 14, 2021 - Approved a Funding Agreement with 1220 Santa Clara PropCo, LLC, Relating to City Predesign Engineering Activities for the Memorex Junction Substation Project and Related Budget Amendment
- November 9, 2021 - Action on the Adoption and Certification of an Environmental Impact Report; Adoption of a Mitigation Monitoring or Reporting Program; and Architectural Approval of a Data Center project located at 1200-1310 Memorex Drive
- March 22, 2022 - Delegated Authority to the Office of the City Manager to negotiate and execute the substation agreement for Silicon Valley Power with 1220 Santa Clara Propco, LLC for Memorex Junction Substation

Other actions taken for this project include a November 1, 2021 community meeting to present and take comments from the community on the transmission line route.

The Project requires the acquisition of eight (8) parcel easements to facilitate construction of new monopole steel structures and results in the acquisition of new easements for electrical facilities.

DISCUSSION

The City has negotiated the proposed purchase of the easements from the following three property

owners of certain parcels necessary for the Project, upon the terms set forth below.

Address	Grantors	APN	Purchase Price
2380 Lafayette St	Dinapoli Family L. P.	224-63-020	\$28,290
1045 Shulman Ave	Berto Development	224-63-006	\$20,000
2206 Lafayette St.	Panis, Felix A and Remelita S	224-67-042	\$25,000

ENVIRONMENTAL REVIEW

The potential impacts to the Project were addressed in the November 9, 2021 Council Action Adopting a Mitigation Monitoring or Reporting Program of a Data Center project located at 1200-1310 Memorex Drive.

FISCAL IMPACT

The total cost of the easement purchases is \$73,290. This cost will be covered per the executed substation agreement with 1220 Santa Clara Propco, LLC. This action has no fiscal impact to the General Fund as the Project is fully funded by developer contributions.

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>> 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 2380 Lafayette Street [APN 224-63-020], 1045 Shulman Avenue [APN 224-63-006], and 2206 Lafayette Street [APN 224-67-042]; and
2. Authorize the recordation thereof.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: City Manager's Office

ATTACHMENTS

1. Resolution
2. Agreement for Purchase and Sale - 2380 Lafayette Street [APN 224-63-020]
3. Agreement for Purchase and Sale - 1045 Shulman Avenue [APN 224-63-006]
4. Agreement for Purchase and Sale - 2206 Lafayette Street [APN 224-67-042]

AGREEMENT FOR PURCHASE AND SALE

(UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of August 17, 2022 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and DiNapoli Family L.P., a California limited partnership ("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 0.6 miles of new 60 kilovolt (kV) overhead transmission line along Shulman Avenue, Memorex Drive, Ronald Street, Di Giulio Avenue and Lafayette Street within the northwestern area of the City of Santa Clara. SVP's primary objective of the Memorex Loop Project ("Project") is to increase system capacity and reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and/or replace existing wood pole structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements.

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 **2380 Lafayette Street**, APN: **224-63-020** located in the City of Santa Clara, California over which the Easement will cross.

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

ARTICLE 2 PURCHASE PRICE

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be **Twenty Eight Thousand Two Hundred Ninety and no/100 Dollars (\$28,290.00)**.

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

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

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

3.1.1 Title. Grantee has obtained a preliminary title report dated April 12, 2022, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

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

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

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

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

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

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

3.2. Grantee's Remedies.

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

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

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

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

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

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

ARTICLE 4 CLOSING AND ESCROW

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

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

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

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

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

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

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

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

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) 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. **DiNapoli Family L.P.** is a **California limited partnership**, 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:

Dinapoli Family L.P.
Attention: John DiNapoli
99 Almaden Blvd. #565
San Jose, CA
Telephone: (408) 998-2460

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

DINAPOLI FAMILY L.P.,
a California limited partnership

By: DINAPOLI FAMILY L.P.,
a California limited partnership

By: JP DINAPOLI COMPANIES, INC.,
a California corporation
Its: General Partner

By: 
John B. DiNapoli
President

Date: _____

GRANTEE

City of Santa Clara,
a municipal corporation

By: 

Title: 

Date: 

APPROVED AS TO FORM



Office of the City Attorney
City of Santa Clara

EXHIBIT A

EXHIBIT "A"

SVP REF: SC _____

OVERHEAD ELECTRIC EASEMENT ACROSS:
DINAPOLI FAMILY L.P.
2380 LAFAYETTE ST
SANTA CLARA, CALIFORNIA 95050
APN: 224-63-020
EASEMENT AREA: 1,380 SQ. FT. ±

DESCRIPTION:

Those portions of the parcel of land conveyed in that certain Grant Deed recorded September 9, 2019 as Document No. 24275020, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL A

COMMENCING at a monument located at the centerline intersection of Lafayette Street and Ronald Street; thence South 15°35'54" East 144.26 feet along the centerline of said Lafayette Street (as shown on Page 2 of this Exhibit); thence South 74°24'06" West 50.00 feet to the westerly right-of-way of said Lafayette Street and the northeasterly corner of said Grantor's Parcel; thence South 15°35'54" East 337.11 feet along said westerly right-of-way to the **POINT OF BEGINNING**; thence South 15°35'54" East 14.69 feet continuing along said westerly right-of-way to the beginning of a curve concave northwesterly having a radius of 20.00 feet; thence southwesterly 36.97 feet along said curved right-of-way through a central angle of 105°55'21" to the northerly right-of-way of Shulman Avenue; thence North 89°40'32" West 66.10 feet along said northerly right-of-way to Point "A"; thence North 82°45'04" East 61.22 feet; thence North 33°29'38" East 37.69 feet to the **POINT OF BEGINNING**.

CONTAINING: 800 sq. ft., more or less.

PARCEL B

COMMENCING at the above described Point "A"; thence along the northerly right-of-way of Shulman Avenue the following three (3) courses: 1) North 89°40'32" West 158.64 feet to the beginning of a curve concave southeasterly having a radius of 220.00 feet; 2) southwesterly 115.19 feet along the arc of said curve through a central angle of 29°59'56"; 3) South 60°19'31" West 26.62 feet to the **POINT OF BEGINNING**, thence South 60°19'31" West 66.08 feet continuing along said northerly right-of-way; thence North 23°29'28" East 25.02 feet; thence North 60°19'31" East 11.29 feet; thence North 83°39'44" East 37.87 feet to the **POINT OF BEGINNING**.

CONTAINING: 580 sq. ft., more or less.



REV: 1	DATE: 4-26-22	BY: AGD	CHK: GHH	APP: JJC
		DINAPOLI FAMILY L.P. APN: 224-63-020 2380 LAFAYETTE ST SANTA CLARA, CALIFORNIA 95050		 SHEET: 1 of 2

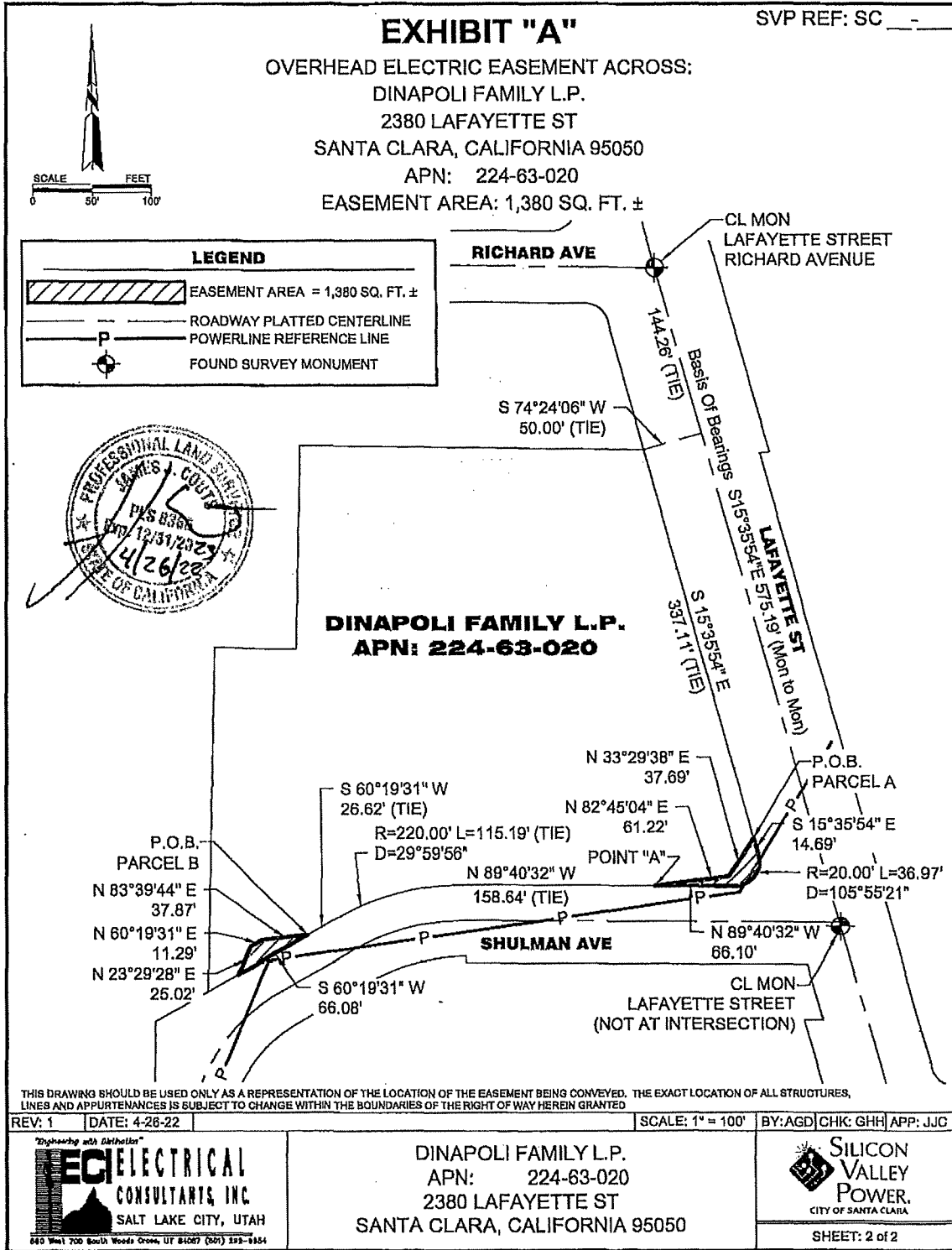


EXHIBIT B

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

**2380 Lafayette St & APN 224-63-020
Santa Clara, California**

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

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

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

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

Page 1 of 2

SC -
224-63-020

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

By: DINAPOLI FAMILY L.P.,
a California limited partnership

By: JP DINAPOLI COMPANIES, INC.,
a California corporation
Its: General Partner

By: _____
John B. DiNapoli
President

APPROVED FOR FORM:

Office of the City Attorney
City of Santa Clara

"OWNER" APN 224-63-020 (2022-04)

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

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/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)

EXHIBIT "A"

SVP REF: SC _____

OVERHEAD ELECTRIC EASEMENT ACROSS:

DINAPOLI FAMILY L.P.

2380 LAFAYETTE ST

SANTA CLARA, CALIFORNIA 95050

APN: 224-63-020

EASEMENT AREA: 1,380 SQ. FT. ±

DESCRIPTION:

Those portions of the parcel of land conveyed in that certain Grant Deed recorded September 9, 2019 as Document No. 24275020, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL A

COMMENCING at a monument located at the centerline intersection of Lafayette Street and Ronald Street; thence South 15°35'54" East 144.26 feet along the centerline of said Lafayette Street (as shown on Page 2 of this Exhibit); thence South 74°24'06" West 50.00 feet to the westerly right-of-way of said Lafayette Street and the northeasterly corner of said Grantor's Parcel; thence South 15°35'54" East 337.11 feet along said westerly right-of-way to the **POINT OF BEGINNING**; thence South 15°35'54" East 14.69 feet continuing along said westerly right-of-way to the beginning of a curve concave northwesterly having a radius of 20.00 feet; thence southwesterly 36.97 feet along said curved right-of-way through a central angle of 105°55'21" to the northerly right-of-way of Shulman Avenue; thence North 89°40'32" West 66.10 feet along said northerly right-of-way to Point "A"; thence North 82°45'04" East 61.22 feet; thence North 33°29'38" East 37.69 feet to the **POINT OF BEGINNING**.



CONTAINING: 800 sq. ft., more or less.

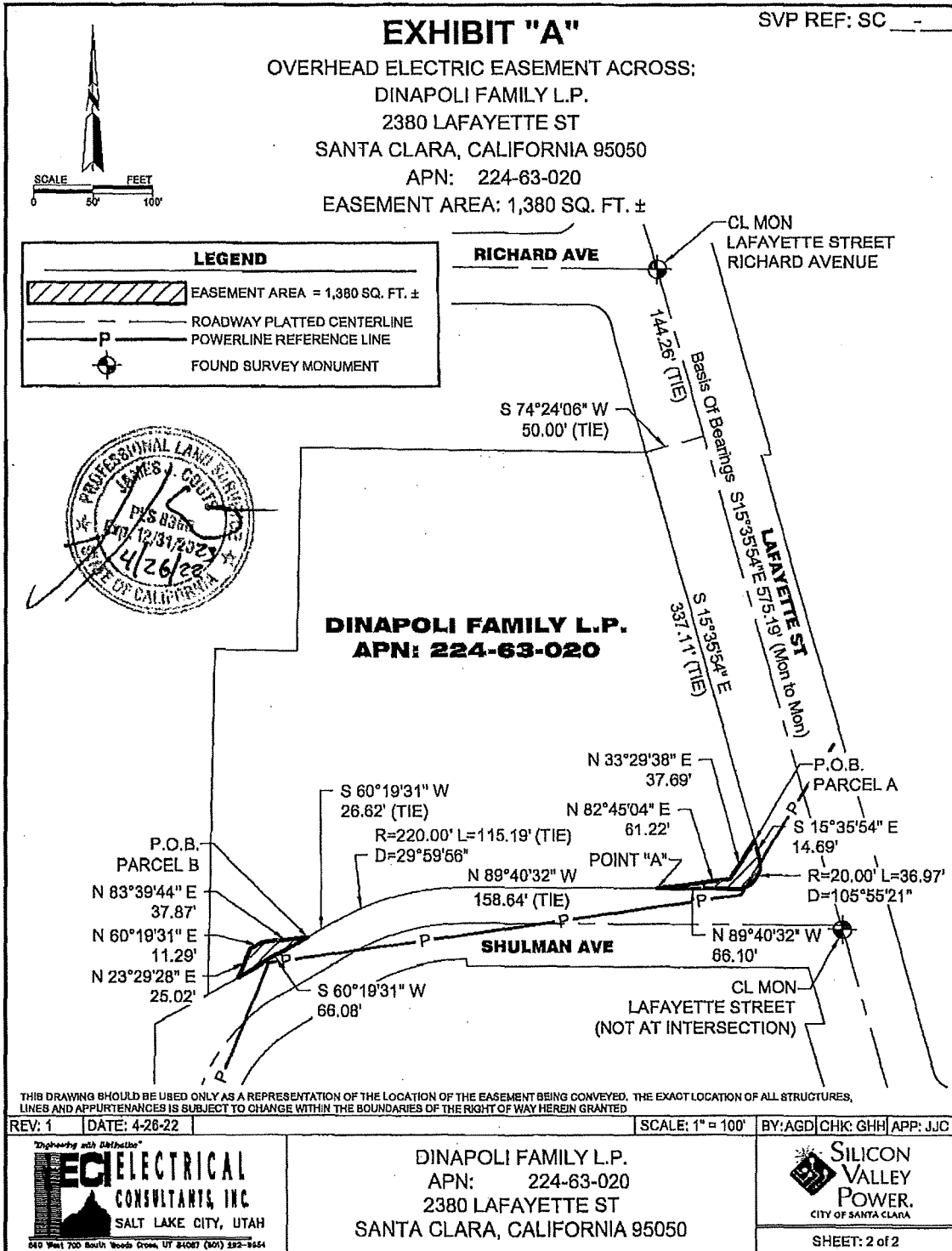
PARCEL B

COMMENCING at the above described Point "A"; thence along the northerly right-of-way of Shulman Avenue the following three (3) courses: 1) North 89°40'32" West 158.64 feet to the beginning of a curve concave southeasterly having a radius of 220.00 feet; 2) southwesterly 115.19 feet along the arc of said curve through a central angle of 29°59'56"; 3) South 60°19'31" West 26.62 feet to the **POINT OF BEGINNING**, thence South 60°19'31" West 66.08 feet continuing along said northerly right-of-way; thence North 23°29'28" East 25.02 feet; thence North 60°19'31" East 11.29 feet; thence North 83°39'44" East 37.87 feet to the **POINT OF BEGINNING**.

CONTAINING: 580 sq. ft., more or less.



REV: 1	DATE: 4-26-22	BY: AGD CHK: GHH APP: JJC
	DINAPOLI FAMILY L.P. APN: 224-63-020 2380 LAFAYETTE ST SANTA CLARA, CALIFORNIA 95050	 SHEET: 1 of 2



CERTIFICATE OF ACCEPTANCE

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

Re: APN 224-63-020

Dated: This ____ day of _____, 20____

Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM:

Office of the City Attorney
City of Santa Clara

ATTEST: _____
Office of the City Clerk
City of Santa Clara

25428570

Regina Alcomendras
Santa Clara County - Clerk-Recorder
01/24/2023 09:25 AM

Titles: 1 Pages: 6
Fees: \$0.00
Tax: \$0.00
Total: \$0.00

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

2380 Lafayette St & APN 224-63-020
Santa Clara, California

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

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

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

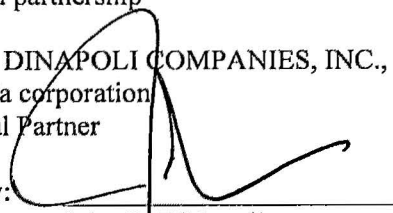
Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, said grantors have hereunto set their hands this 27th day of April, 2022

By: DINAPOLI FAMILY L.P.,
a California limited partnership

By: JP DINAPOLI COMPANIES, INC.,
a California corporation
Its: General Partner

By: 
John B. DiNapoli
President

APPROVED FOR FORM:


Office of the City Attorney
City of Santa Clara

"OWNER" APN 224-63-020 (2022-04)

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ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

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State of California

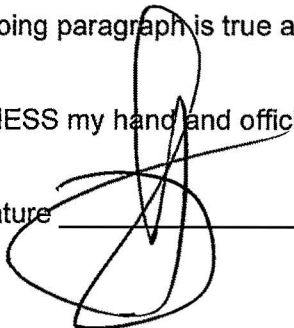
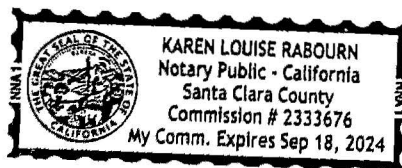
County of Santa Clara

On April 27, 2022 before me, Karen Louise Rabourn, Notary Public, personally appeared John B. DiNapoli, 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)

SVP REF: SC ____

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
 DINAPOLI FAMILY L.P.
 2380 LAFAYETTE ST
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-63-020
 EASEMENT AREA: 1,380 SQ. FT. ±

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REV: 1 | DATE: 4-26-22 | BY: AGD | CHK: GHJ | APP: JJC



DINAPOLI FAMILY L.P.
 APN: 224-63-020
 2380 LAFAYETTE ST
 SANTA CLARA, CALIFORNIA 95050

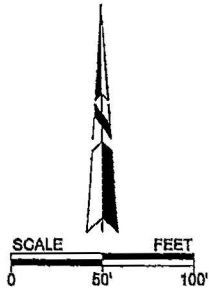


SHEET: 1 of 2

SVP REF: SC _ _ _

EXHIBIT "A"

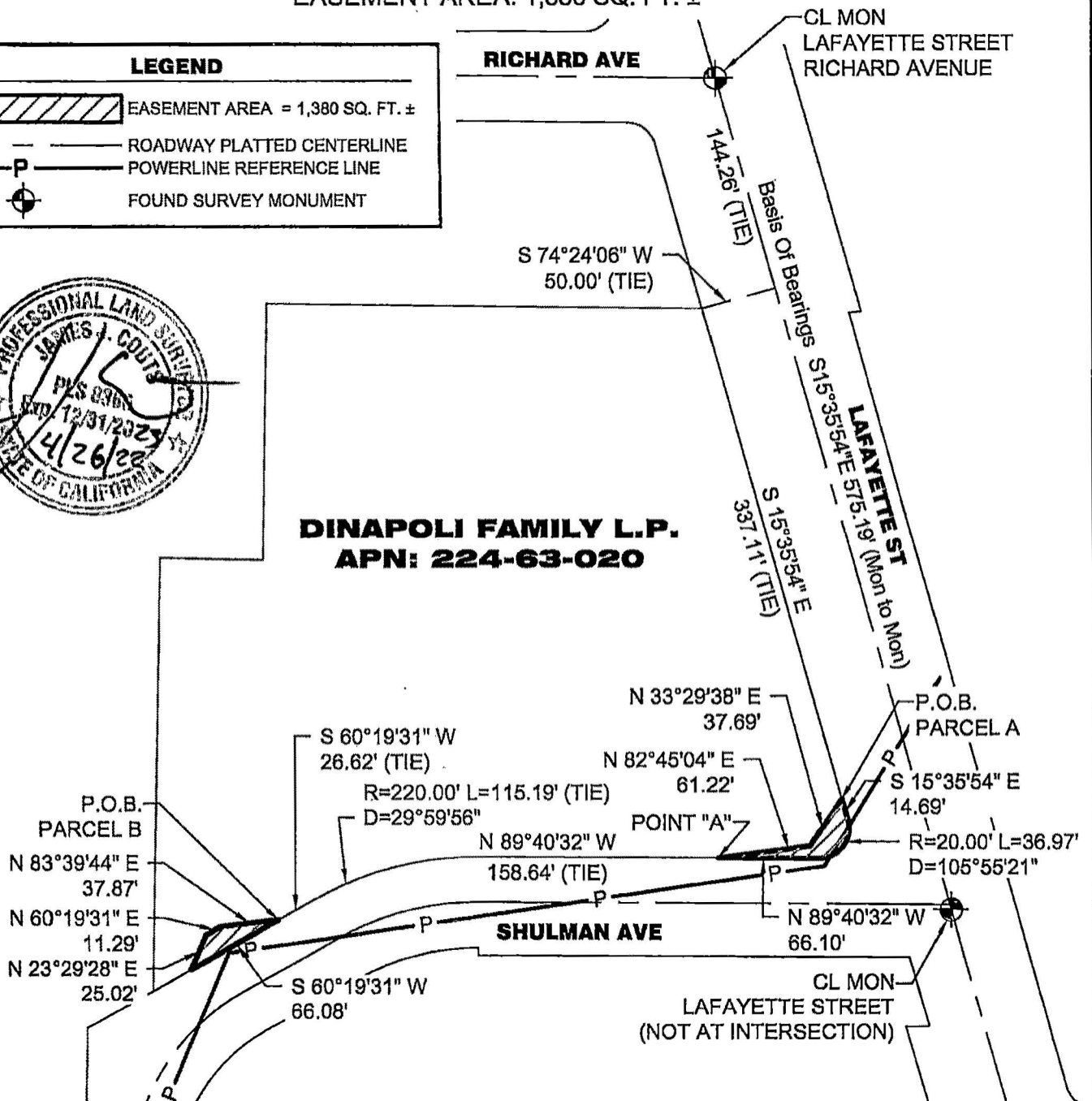
OVERHEAD ELECTRIC EASEMENT ACROSS:
 DINAPOLI FAMILY L.P.
 2380 LAFAYETTE ST
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-63-020
 EASEMENT AREA: 1,380 SQ. FT. ±

**LEGEND**

- EASEMENT AREA = 1,380 SQ. FT. ±
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- FOUND SURVEY MONUMENT



DINAPOLI FAMILY L.P.
APN: 224-63-020



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: 4-26-22

SCALE: 1" = 100'

BY: AGD CHK: GHM APP: JJC

"Engineering with Distinction"

EECI ELECTRICAL
CONSULTANTS, INC.
 SALT LAKE CITY, UTAH

660 West 700 South Woods Cross, UT 84087 (801) 292-9954

DINAPOLI FAMILY L.P.
 APN: 224-63-020
 2380 LAFAYETTE ST
 SANTA CLARA, CALIFORNIA 95050



SILICON VALLEY POWER.
 CITY OF SANTA CLARA

SHEET: 2 of 2



**City of
Santa Clara**
The Center of What's Possible

Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 27th of April 2022, from **DiNapoli Family L.P., a California limited partnership** (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. 22-9119 adopted on July, 12, 2022. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-63-020

Dated: This 17th day of August, 2022

[Signature]
Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM: ..

[Signature]
Office of the City Attorney
City of Santa Clara

ATTEST: *[Signature]*
Office of the City Clerk
City of Santa Clara

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

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of August 17, 2022 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and **Berto Development, a California limited partnership** ("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 0.6 miles of new 60 kilovolt (kV) overhead transmission line along Shulman Avenue, Memorex Drive, Ronald Street, Di Giulio Avenue and Lafayette Street within the northwestern area of the City of Santa Clara. SVP's primary objective of the Memorex Loop Project ("Project") is to increase system capacity and reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and/or replace existing wood pole structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements.

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 **1045 Shulman Ave.** APN: **224-63-006** located in the City of Santa Clara, California over which the Easement will cross.

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

**ARTICLE 2
PURCHASE PRICE**

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be **Twenty Thousand and no/100 Dollars (\$20,000.00)**.



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

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

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

3.1.1 Title. Grantee has obtained a preliminary title report dated March 30, 2022, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

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

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

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

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

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

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

3.2. Grantee's Remedies.

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

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



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

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

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

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

ARTICLE 4 CLOSING AND ESCROW

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

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

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

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

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

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

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



(b) An executed Certificate of Acceptance; and

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

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) 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. **Berto Development** is a **California limited partnership**, 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:

Berto Development
Attention: John Bertolotti
505 Laurelwood Rd.
Santa Clara, CA 95054
Telephone: 408-727-0779



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

Berto Development,
a California limited partnership

By: 

Title: 

Date: 

GRANTEE

City of Santa Clara,
a municipal corporation

By: 

Title: 

Date: 

APPROVED AS TO FORM



Office of the City Attorney
City of Santa Clara

EXHIBIT A

EXHIBIT "A"

SVP REF: SC _____

OVERHEAD ELECTRIC EASEMENT ACROSS:
BERTO DEVELOPMENT
1045 SHULMAN AVE
SANTA CLARA, CALIFORNIA 95050
APN: 224-63-006
EASEMENT AREA: 500 SQ. FT. ±



DESCRIPTION:

That portion of the parcel of land conveyed in that certain Grant Deed recorded September 21, 2017 as Document No. 23758484, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

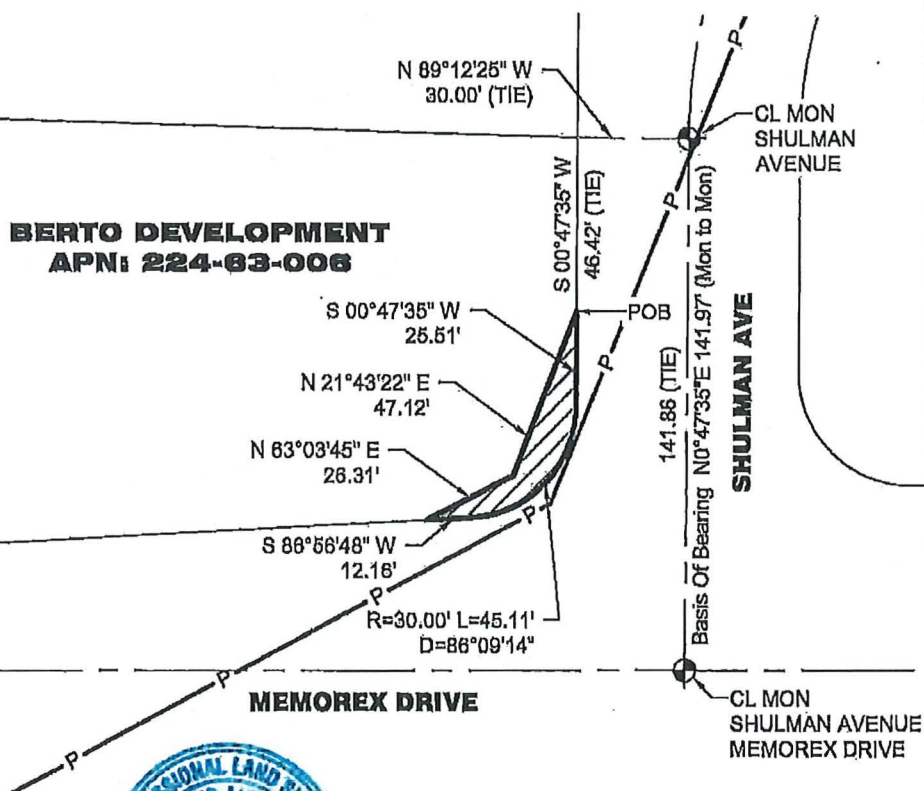
COMMENCING at a monument located at the centerline intersection of Shulman Avenue and Memorex Drive; thence North 0°47'35" East 141.86 feet along the centerline of said Shulman Avenue (as shown on Page 2 of this Exhibit); thence North 89°12'25" West 30.00 feet to the westerly right-of-way of said Shulman Avenue and the northeasterly corner of said Grantor's Parcel; thence South 0°47'35" West 46.42 feet along said westerly right-of-way to the **POINT OF BEGINNING**; thence South 0°47'35" West 25.51 feet continuing along said westerly right-of-way to the beginning of a curve concave northwesterly having a radius of 30.00 feet; thence southwesterly 45.11 feet along said curved right-of-way through a central angle of 86°09'14" to the northerly right-of-way of Memorex Drive; thence South 86°56'48" West 12.16 feet along said northerly right-of-way; thence North 63°03'45" East 26.31 feet; thence North 21°43'22" East 47.12 feet to the **POINT OF BEGINNING**.

CONTAINING: 500 sq. ft., more or less.







REV: 0	DATE: 4-12-22	BY: AGD/CHK: GHM/APP: JJC
 SALT LAKE CITY, UTAH 840 West 200 South Woods Drive, UT 84097 (801) 292-8854	BERTO DEVELOPMENT APN: 224-63-006 1045 SHULMAN AVE SANTA CLARA, CALIFORNIA 95050	 CITY OF SANTA CLARA SHEET: 1 of 2

SVP REF: SC



LEGEND

	EASEMENT AREA = 600 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: 4-12-22	SCALE: 1" = 40'	BY: AGD	CHK: GHH	APP: JJC
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BERTO DEVELOPMENT
APN: 224-63-006
1045 SHULMAN AVE
SANTA CLARA, CALIFORNIA 95050



SHEET: 2 of 2

EXHIBIT B

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

1045 Schulman Ave, & APN 224-63-006
Santa Clara, California

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

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

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

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

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

APPROVED FOR FORM:

Office of the City Attorney
City of Santa Clara

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

"OWNER" APN 224-63-006 (2022-04)

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

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

SVP REF: SC _____

OVERHEAD ELECTRIC EASEMENT ACROSS:
BERTO DEVELOPMENT
1045 SHULMAN AVE
SANTA CLARA, CALIFORNIA 95050
APN: 224-63-006
EASEMENT AREA: 500 SQ. FT. ±



DESCRIPTION:

That portion of the parcel of land conveyed in that certain Grant Deed recorded September 21, 2017 as Document No. 23758484, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Shulman Avenue and Memorex Drive; thence North 0°47'35" East 141.86 feet along the centerline of said Shulman Avenue (as shown on Page 2 of this Exhibit); thence North 89°12'25" West 30.00 feet to the westerly right-of-way of said Shulman Avenue and the northeasterly corner of said Grantor's Parcel; thence South 0°47'35" West 46.42 feet along said westerly right-of-way to the **POINT OF BEGINNING**; thence South 0°47'35" West 25.51 feet continuing along said westerly right-of-way to the beginning of a curve concave northwesterly having a radius of 30.00 feet; thence southwesterly 45.11 feet along said curved right-of-way through a central angle of 86°09'14" to the northerly right-of-way of Memorex Drive; thence South 86°56'48" West 12.16 feet along said northerly right-of-way; thence North 63°03'45" East 26.31 feet; thence North 21°43'22" East 47.12 feet to the **POINT OF BEGINNING**.

CONTAINING: 500 sq. ft., more or less.



REV: 0	DATE: 4-12-22	BY: AGD	CHK: GHH	APP: JJC
 ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH <small>820 West 700 South Woods Creek, UT 84007 (801) 292-9254</small>		BERTO DEVELOPMENT APN: 224-63-006 1045 SHULMAN AVE SANTA CLARA, CALIFORNIA 95050		 SILICON VALLEY POWER, CITY OF SANTA CLARA SHEET: 1 of 2

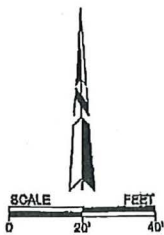
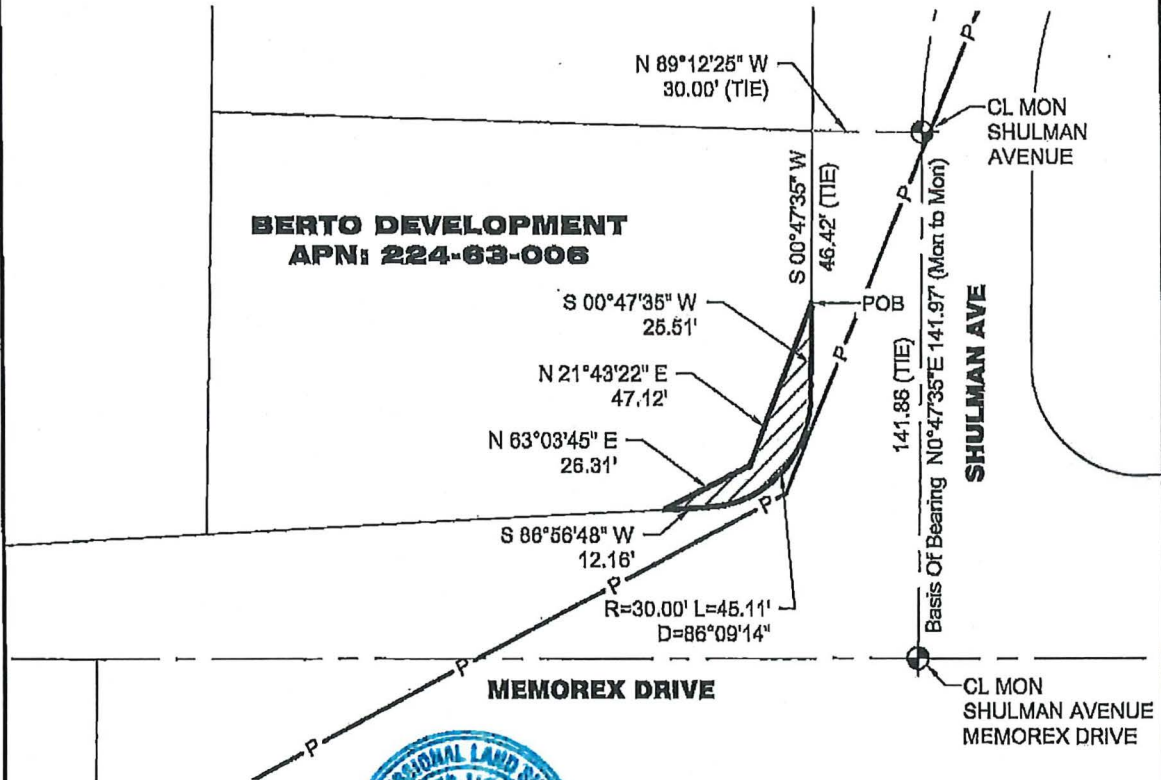


EXHIBIT "A"

SVP REF: SC _____

OVERHEAD ELECTRIC EASEMENT ACROSS:
 BERTO DEVELOPMENT
 1045 SHULMAN AVE
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-63-006
 EASEMENT AREA: 500 SQ. FT. ±



LEGEND	
	EASEMENT AREA = 500 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: 4-12-22 SCALE: 1" = 40' BY: AGD CHK: GHH APP: JJC

NEC ELECTRICAL
 CONSULTANTS, INC.
 SALT LAKE CITY, UTAH
 800 West 700 South Woods Drive, UT 84007 (801) 282-2454

BERTO DEVELOPMENT
 APN: 224-63-006
 1045 SHULMAN AVE
 SANTA CLARA, CALIFORNIA 95050

SILICON VALLEY POWER
 CITY OF SANTA CLARA
 SHEET: 2 of 2

CERTIFICATE OF ACCEPTANCE

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

Re: APN 224-63-006

Dated: This ____ day of _____, 20____

Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM:

Office of the City Attorney
City of Santa Clara

ATTEST: _____
Office of the City Clerk
City of Santa Clara

25429125

Regina Alcomendras

Santa Clara County - Clerk-Recorder

01/25/2023 11:39 AM

Titles: 1 Pages: 6

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

**1045 Schulman Ave, & APN 224-63-006
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **BERTO DEVELOPMENT**, a California limited partnership (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.

See Exhibit A

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, said grantors have hereunto set their hands this 18th day of NOVEMBER, 2022

By: BERTO DEVELOPMENT,
a California limited partnership

By: [Signature]
John J. Bertolotti, General Partner of
BERTO DEVELOPMENT,
a California limited partnership

APPROVED FOR FORM:

[Signature]
Office of the City Attorney
City of Santa Clara

"OWNER" APN 224-63-006 (2022-11)

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.

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

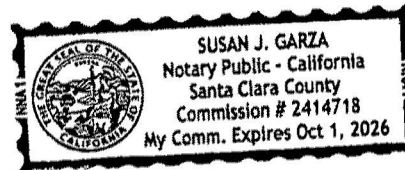
On November 18, 2022 before me, Susan J Garza, Notary Public
(insert name and title of the officer)

personally appeared John J Boetolotti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan J Garza (Seal)



SVP REF: SC _ _ _

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
 BERTO DEVELOPMENT
 1045 SHULMAN AVE
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-63-006
 EASEMENT AREA: 500 SQ. FT. ±

DESCRIPTION:

That portion of the parcel of land conveyed in that certain Grant Deed recorded September 21, 2017 as Document No. 23758484, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING at a monument located at the centerline intersection of Shulman Avenue and Memorex Drive; thence North 0°47'35" East 141.86 feet along the centerline of said Shulman Avenue (as shown on Page 2 of this Exhibit); thence North 89°12'25" West 30.00 feet to the westerly right-of-way of said Shulman Avenue and the northeasterly corner of said Grantor's Parcel; thence South 0°47'35" West 46.42 feet along said westerly right-of-way to the **POINT OF BEGINNING**; thence South 0°47'35" West 25.51 feet continuing along said westerly right-of-way to the beginning of a curve concave northwesterly having a radius of 30.00 feet; thence southwesterly 45.11 feet along said curved right-of-way through a central angle of 86°09'14" to the northerly right-of-way of Memorex Drive; thence South 86°56'48" West 12.16 feet along said northerly right-of-way; thence North 63°03'45" East 26.31 feet; thence North 21°43'22" East 47.12 feet to the **POINT OF BEGINNING**.

CONTAINING: 500 sq. ft., more or less.

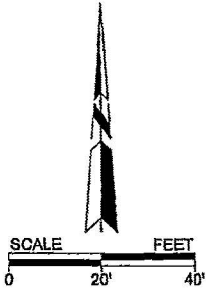


REV: 0	DATE: 4-12-22	BY: AGD	CHK: GHH	APP: JJC
<p>ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH 880 West 700 South Woods Cross, UT 84067 (801) 232-9284</p>		<p>BERTO DEVELOPMENT APN: 224-63-006 1045 SHULMAN AVE SANTA CLARA, CALIFORNIA 95050</p>		<p>SILICON VALLEY POWER. CITY OF SANTA CLARA</p>
SHEET: 1 of 2				

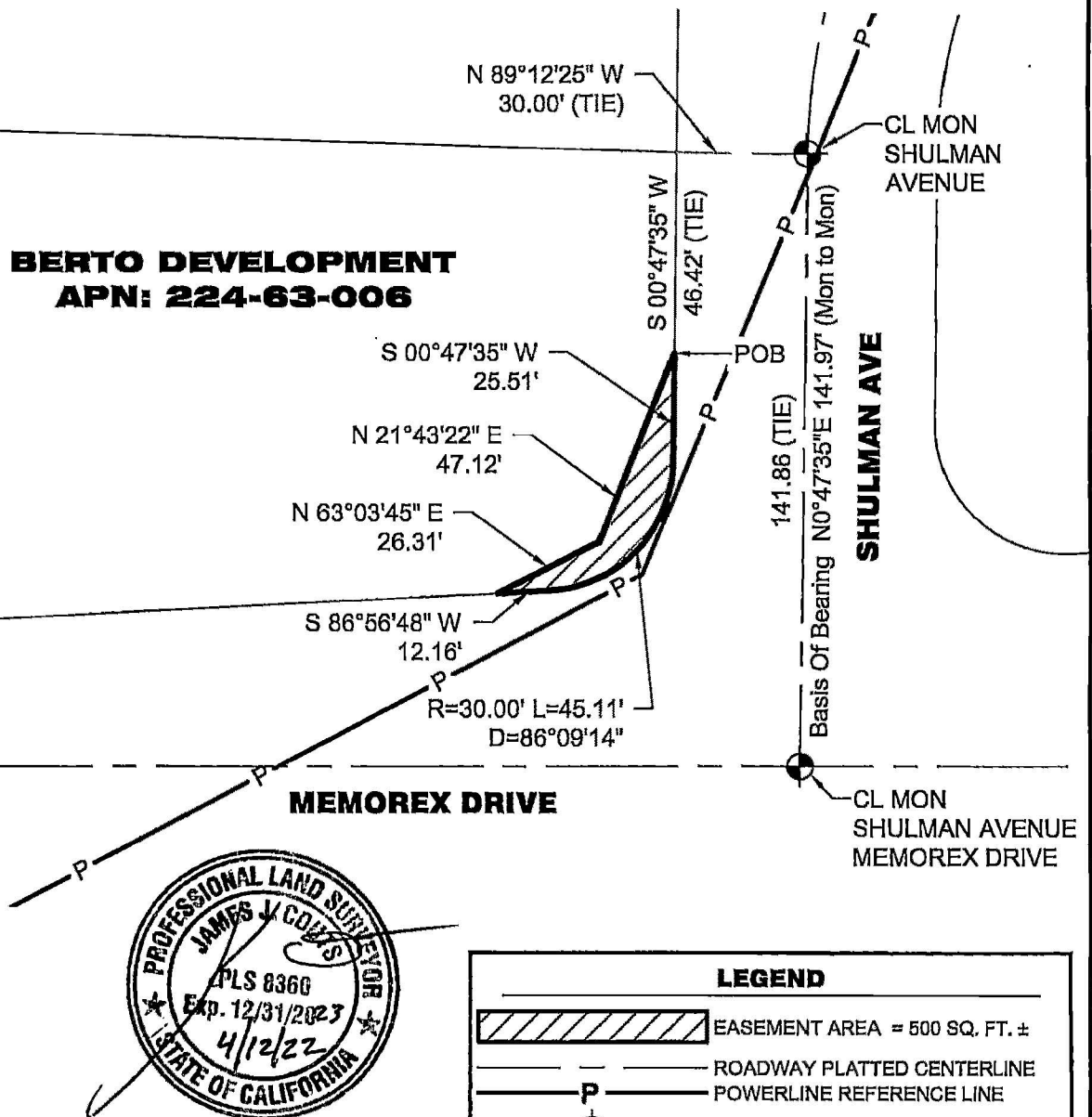
SVP REF: SC _____

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
 BERTO DEVELOPMENT
 1045 SHULMAN AVE
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-63-006
 EASEMENT AREA: 500 SQ. FT. ±



BERTO DEVELOPMENT
APN: 224-63-006



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: 4-12-22

SCALE: 1" = 40'

BY: AGD CHK: GHH APP: JJC

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

BERTO DEVELOPMENT
 APN: 224-63-006
 1045 SHULMAN AVE
 SANTA CLARA, CALIFORNIA 95050

SILICON VALLEY POWER
 CITY OF SANTA CLARA

SHEET: 2 of 2



**City of
Santa Clara**
The Center of What's Possible

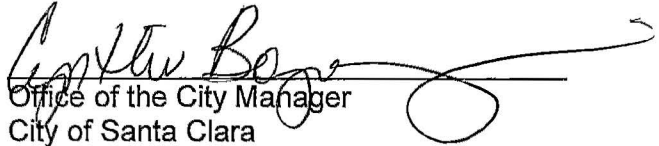
Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

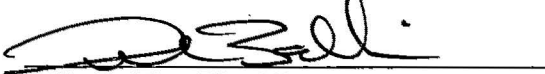
This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 18th of November 2022, from **Berto Development, a California limited partnership** (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby 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. 22-9119 adopted on July, 12, 2022. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

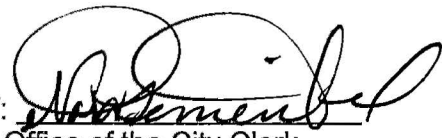
Re: APN **224-63-006**

Dated: This 17th day of August, 2022


Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM:


Office of the City Attorney
City of Santa Clara

ATTEST: 
Office of the City Clerk
City of Santa Clara

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

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of August 17th, 2022 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and **Felix A. Panis and Remelita S. Panis, Husband and Wife, as Joint Tenants** ("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 0.6 miles of new 60 kilovolt (kV) overhead transmission line along Shulman Avenue, Memorex Drive, Ronald Street, Di Giulio Avenue and Lafayette Street within the northwestern area of the City of Santa Clara. SVP's primary objective of the Memorex Loop Project ("Project") is to increase system capacity and reliability.

WHEREAS, the Project will involve the placement of multiple new monopole steel structures and/or replace existing wood pole structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements.

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 : **2206 Lafayette Street**, APN: **224-67-042** 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 Five Thousand and no/100 Dollars (\$25,000.00)**.

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

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

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

3.1.1 Title. Grantee has obtained a preliminary title report dated March 10th, 2022, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

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

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

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

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

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

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

3.2. Grantee's Remedies.

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

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

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

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

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

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

ARTICLE 4 CLOSING AND ESCROW

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

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

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

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

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

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

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

(b) An executed Certificate of Acceptance; and

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

4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30th) 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. **Felix A. Panis and Remelita S. Panis, Husband and Wife, as Joint Tenants**, 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:

Felix A. Panis
Remelita S. Panis
2428 Glen Fox Ct.
Santa Jose, CA 95148
Telephone: 408-727-2697

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

Felix A. Panis and Remelita S. Panis,
Husband and Wife, as Joint Tenants

By: 

Title: CO-OWNER

Date: 04/06/22

GRANTEE

City of Santa Clara,
a municipal corporation

By: 

Title: Assistant City Manager

Date: 8/17/2022

APPROVED AS TO FORM



Office of the City Attorney
City of Santa Clara

EXHIBIT A

EXHIBIT "A"

SVP REF: SC -

OVERHEAD ELECTRIC EASEMENT ACROSS:
FELIX A. PANIS AND REMELITA S. PANIS
2206 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-67-042
EASEMENT AREA: 500 SQ. FT. ±

DESCRIPTION:

That portion of the parcel of land conveyed in that certain Grant Deed recorded July 24, 1992 as Document No. 11466859, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, described as follows:

COMMENCING at a monument located in the centerline of DI Giulio Avenue (as shown on Page 2 of this Exhibit), thence South 74°09'53" West 27.68 feet along said centerline; thence North 15°50'07" West 28.39 feet to the curved westerly right-of-way of Lafayette Street and the **POINT OF BEGINNING**; thence North 09°25'07" West 61.79 feet to the northerly line of said Grantor's Parcel; thence North 76°25'22" East 5.75 feet along said northerly line to the westerly right-of-way of Lafayette Street; thence South 15°51'04" East 42.56 feet along said right-of-way to the beginning of a curve concave northwesterly having a radius of 20 feet; thence southwesterly 23.91 feet along said curved right-of-way through a central angle of 68°30'18" to the **POINT OF BEGINNING**.

Containing 500 sq. ft., more or less.





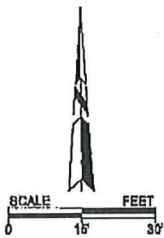
REV: 0	DATE: 3-23-22	SCALE: N/A	BY: AGD/CHK: GHJ APP: JJG
 ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH <small>540 West 700 South Woods Drive, UT 84067 (801) 222-1864</small>	FELIX A. PANIS AND REMELITA S. PANIS APN: 224-67-042 2206 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		 SILICON VALLEY POWER. CITY OF SANTA CLARA SHEET: 1 of 2

EXHIBIT "A"

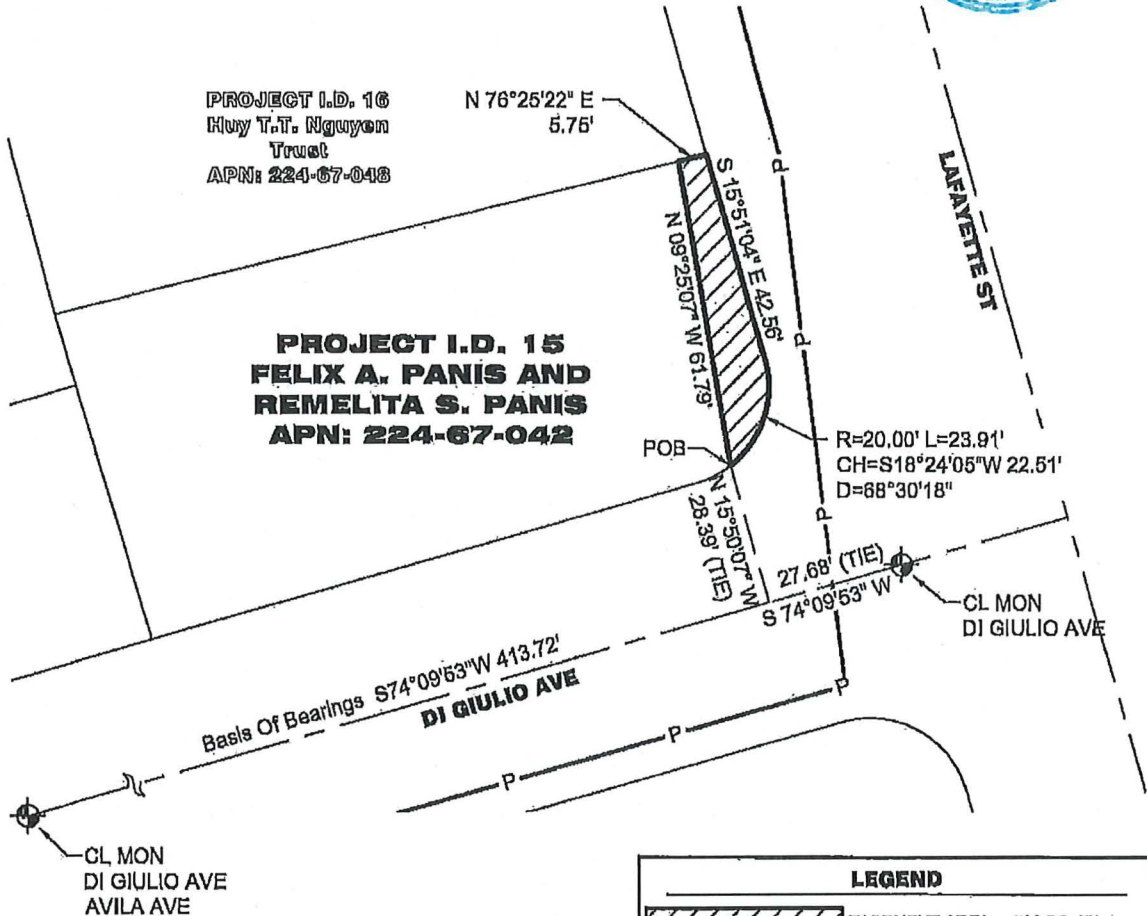
SVP REF: SC

OVERHEAD ELECTRIC EASEMENT ACROSS:
FELIX A. PANIS AND REMELITA S. PANIS
2206 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-67-042
EASEMENT AREA: 500 SQ. FT. ±



PROJECT I.D. 16
Huy T.T. Nguyen
Trust
APN: 224-67-048

PROJECT I.D. 15
FELIX A. PANIS AND
REMELITA S. PANIS
APN: 224-67-042



LEGEND	
	EASEMENT AREA = 500 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: 3-23-22	SCALE: 1" = 30'	BY: AGD/CHK: GHH/APP: JJC
<p>ECI ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH 640 West 700 South, Sandy, UT 84087 (801) 253-3884</p>		<p>FELIX A. PANIS AND REMELITA S. PANIS APN: 224-67-042 2206 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050</p>	
		<p>SILICON VALLEY POWER. CITY OF SANTA CLARA SHEET: 2 of 2</p>	

EXHIBIT B

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

2206 Lafayette Street & APN 224-67-042
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **Felix A. Panis and Remelita S. Panis, Husband and Wife**, as Joint Tenants (herein "Grantor"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "Grantee"), an easement and right-of-way (herein "Easement") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Area").

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

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

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

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

By: _____

Felix A. Panis

APPROVED FOR FORM:

Office of the City Attorney
City of Santa Clara

By: _____

Remelita S. Panis

"OWNER" APN 224-67-042 (2021-11)

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

CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

SVP REF: SC -

OVERHEAD ELECTRIC EASEMENT ACROSS:
FELIX A. PANIS AND REMELITA S. PANIS
2206 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-67-042
EASEMENT AREA: 500 SQ. FT. ±

DESCRIPTION:

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COMMENCING at a monument located in the centerline of DI Giulio Avenue (as shown on Page 2 of this Exhibit), thence South 74°09'53" West 27.68 feet along said centerline; thence North 15°50'07" West 28.39 feet to the curved westerly right-of-way of Lafayette Street and the **POINT OF BEGINNING**; thence North 09°25'07" West 61.79 feet to the northerly line of said Grantor's Parcel; thence North 76°25'22" East 5.75 feet along said northerly line to the westerly right-of-way of Lafayette Street; thence South 15°51'04" East 42.56 feet along said right-of-way to the beginning of a curve concave northwesterly having a radius of 20 feet; thence southwesterly 23.91 feet along said curved right-of-way through a central angle of 68°30'18" to the **POINT OF BEGINNING**.

Containing 500 sq. ft., more or less.





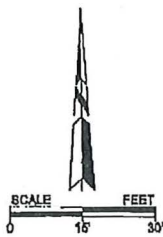
REV: 0	DATE: 3-23-22	SCALE: N/A	BY: AGD CHK: GHJ APP: JJG
	FELIX A. PANIS AND REMELITA S. PANIS APN: 224-67-042 2206 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		 SHEET: 1 of 2

EXHIBIT "A"

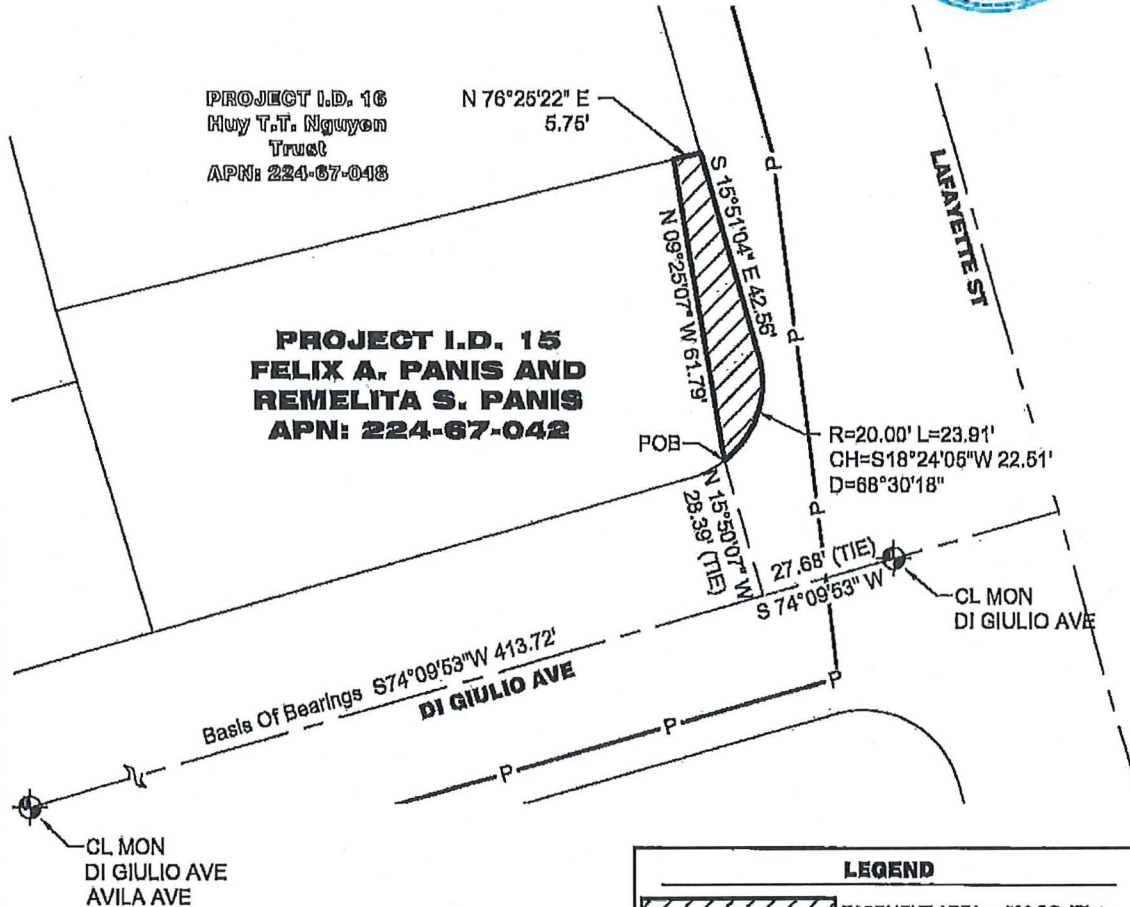
SVP REF: SC

OVERHEAD ELECTRIC EASEMENT ACROSS:
FELIX A. PANIS AND REMELITA S. PANIS
2206 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-67-042
EASEMENT AREA: 500 SQ. FT. ±



PROJECT I.D. 16
Huy T.T. Nguyen
Trust
APN: 224-67-048

PROJECT I.D. 15
FELIX A. PANIS AND
REMELITA S. PANIS
APN: 224-67-042



LEGEND

- EASEMENT AREA = 500 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: 3-23-22

SCALE: 1" = 30'

BY: AGD CHK: GHJ APP: JJC

ECI ELECTRICAL
CONSULTANTS, INC.
SALT LAKE CITY, UTAH
640 West 200 South, Woods Cross, UT 84087 (801) 252-8184

FELIX A. PANIS AND REMELITA S. PANIS
APN: 224-67-042
2206 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050

SILICON VALLEY POWER
CITY OF SANTA CLARA

SHEET: 2 of 2

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the ____ of _____, 20____, from Felix A. Panis and Remelita S. Panis, Husband and Wife, as Joint Tenants (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. _____ adopted on _____, 20____. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-67-042

Dated: This ____ day of _____, 20____

Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM:

Office of the City Attorney
City of Santa Clara

ATTEST: _____

Office of the City Clerk
City of Santa Clara

25428568

Regina Alcomendras

Santa Clara County - Clerk-Recorder

01/24/2023 09:22 AM

Titles: 1 Pages: 7

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

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

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

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

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

OVERHEAD ELECTRIC EASEMENT DEED

**2206 Lafayette Street & APN 224-67-042
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Felix A. Panis and Remelita S. Panis, Husband and Wife, as Joint Tenants** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

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

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

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

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said grantors have hereunto set their hands this 01 day of
December, 2022.

By: 

Felix A. Panis

APPROVED FOR FORM:


Office of the City Attorney
 City of Santa Clara

By: 

Remelita S. Panis

"OWNER" APN 224-67-042 (2022-11)

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

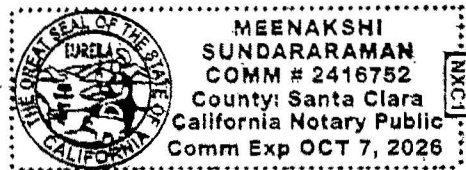
County of Santa Clara

On December 01, 2022 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared Felix A. Paris, 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 Meenakshi



(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.

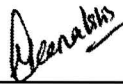
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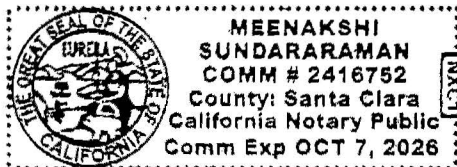
County of Santa Clara

On December 01, 2022 before me, Meenakshi Sundararaman, Notary Public (name and title of officer), personally appeared Ramelita S. Panis, 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"

OVERHEAD ELECTRIC EASEMENT ACROSS:
 FELIX A. PANIS AND REMELITA S. PANIS
 2206 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-67-042
 EASEMENT AREA: 500 SQ. FT. ±

DESCRIPTION:

That portion of the parcel of land conveyed in that certain Grant Deed recorded July 24, 1992 as Document No. 11466859, in the Office of the Recorder of Santa Clara County (ORSCC), herein after referred to as the Grantor's Parcel, located in the City of Santa Clara, County of Santa Clara, described as follows:

COMMENCING at a monument located in the centerline of Di Giulio Avenue (as shown on Page 2 of this Exhibit), thence South 74°09'53" West 27.68 feet along said centerline; thence North 15°50'07" West 28.39 feet to the curved westerly right-of-way of Lafayette Street and the **POINT OF BEGINNING**; thence North 09°25'07" West 61.79 feet to the northerly line of said Grantor's Parcel; thence North 76°25'22" East 5.75 feet along said northerly line to the westerly right-of-way of Lafayette Street; thence South 15°51'04" East 42.56 feet along said right-of-way to the beginning of a curve concave northwesterly having a radius of 20 feet; thence southwesterly 23.91 feet along said curved right-of-way through a central angle of 68°30'18" to the **POINT OF BEGINNING**.

Containing 500 sq. ft., more or less.



REV: 0	DATE: 3-23-22	SCALE: N/A	BY: AGD CHK: GHH APP: JJC
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FELIX A. PANIS AND REMELITA S. PANIS
 APN: 224-67-042
 2206 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050

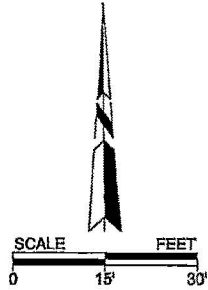


SHEET: 1 of 2

SVP REF: SC _ _ _

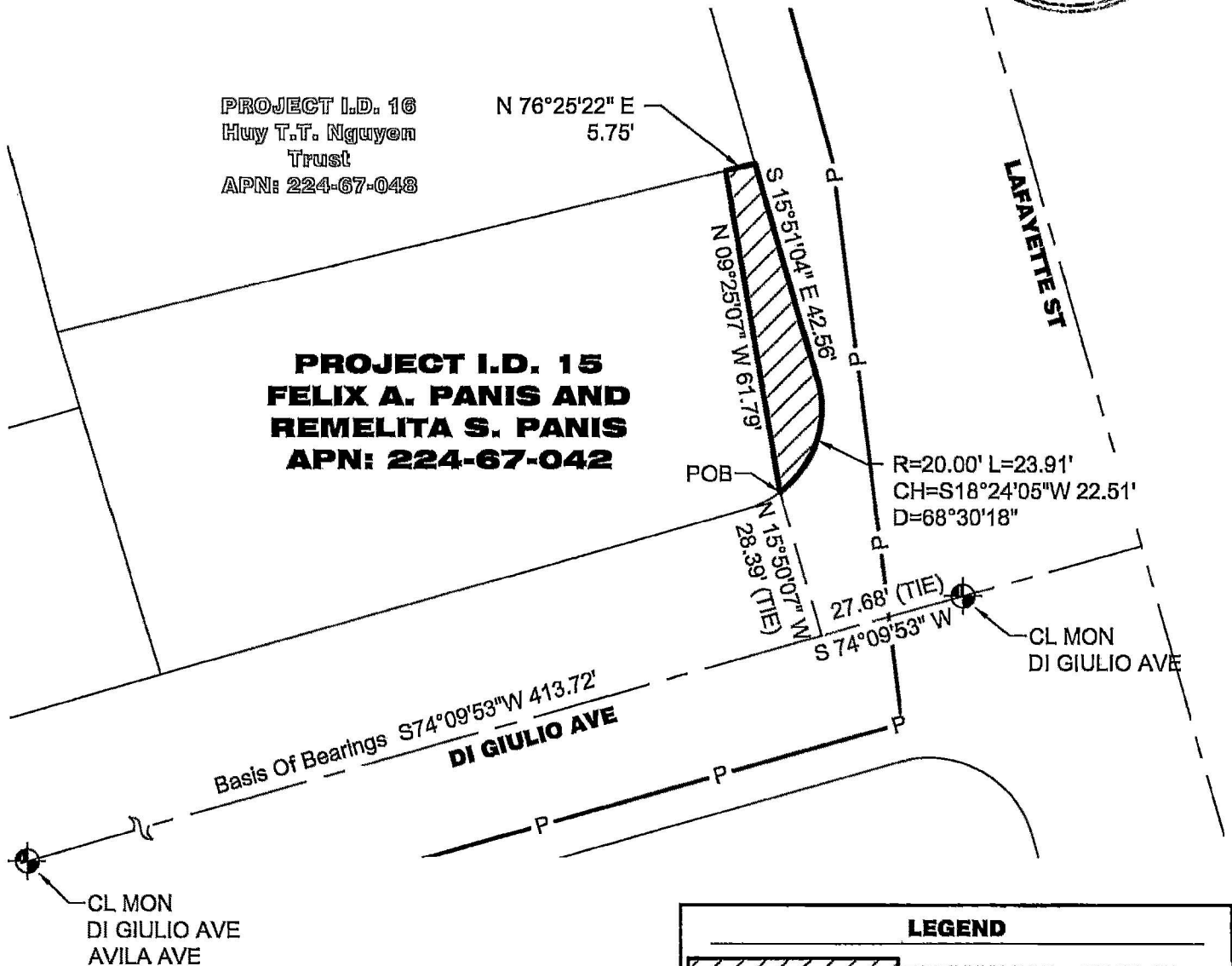
EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
 FELIX A. PANIS AND REMELITA S. PANIS
 2206 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-67-042
 EASEMENT AREA: 500 SQ. FT. ±



PROJECT I.D. 16
 Huy T.T. Nguyen
 Trust
 APN: 224-67-048

**PROJECT I.D. 15
 FELIX A. PANIS AND
 REMELITA S. PANIS
 APN: 224-67-042**

**LEGEND**

- EASEMENT AREA = 500 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: 3-23-22

SCALE: 1" = 30'

BY: AGD CHK: GHJ APP: JJC

"Engineering with Distinction"

IECI ELECTRICAL
 CONSULTANTS, INC.
 SALT LAKE CITY, UTAH
 650 West 700 South Woods Cross, UT 84087 (801) 232-9854

FELIX A. PANIS AND REMELITA S. PANIS
 APN: 224-67-042
 2206 LAFAYETTE STREET
 SANTA CLARA, CALIFORNIA 95050

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

SHEET: 2 of 2



**City of
Santa Clara**
The Center of What's Possible

Office of the City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the 1st of December 2022, from **Felix A. Panis and Remelita S. Panis, Husband and Wife, as Joint Tenants** (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. 22-9119 adopted on July 12, 2022. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

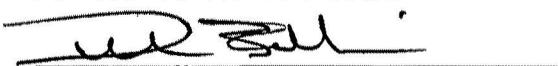
Re: APN 224-67-042

Dated: This 17 day of August, 2022

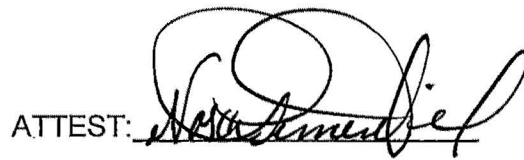


Office of the City Manager
City of Santa Clara

APPROVED AS TO FORM:



Office of the City Attorney
City of Santa Clara

ATTEST: 

Office of the City Clerk
City of Santa Clara