

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

THIS AGREEMENT FOR PURCHASE AND SALE (“**Agreement**”) is made and entered into as of September __, 2021 (the “Effective Date”) by and between CITY OF SANTA CLARA (“Grantee” or “City”) and OWENS CORNING INSULATING SYSTEMS, LLC, a Delaware limited liability company (“Grantor”) with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

RECITALS

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

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

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (which is an easement for overhead electrical transmission, distribution and/or communication systems) and **Exhibit B** (which is a temporary construction easement in the location identified as “TCE” on such **Exhibit B**) (together, 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 960 Central Expressway, Santa Clara, CA 95050 APN: 224-07-099 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 the Easement, subject to all of the terms and conditions set forth in Articles 2 and 3 hereof.

ARTICLE 2
PURCHASE PRICE

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement is Five Hundred Seventy Five Thousand and no/100 Dollars (\$575,000.00).

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

3.1.1 Title. Grantee has obtained a preliminary title report dated April 7, 2021 from First American Title Company issued under Order No. NCS-1011914-28-CC (the "Title Report"), which covers property owned by Grantor. Grantee acknowledges and agrees that all exceptions in said report are approved by Grantee (the "Approved Exceptions").

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

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

3.1.4 Title Insurance. Subject to payment by Grantee of the premium therefor, 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 shall have obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Easement Deed and shall have 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 shall have each deposited into Escrow all materials required to be deposited by it under Article 4.

3.2. Grantor's Conditions Precedent to Purchase and Sale. The obligation of Grantor to convey the Easement to Grantee is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.2 (the "Grantor's Conditions Precedent").

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

3.2.2 Documentary Deposit. Grantee shall have each deposited into Escrow all funds and materials required to be deposited by it under Article 4.

3.3. Grantee's Remedies.

3.3.1 Conditions Precedent. If any of the Grantee's Conditions Precedent are not satisfied as of the Closing Date (defined below), 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.

3.3.2 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. Terminate this Agreement by notice to Grantor and Escrow Agent (defined below) 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.

3.4. Grantor's Remedies.

3.4.1 Conditions Precedent. If any of the Grantor's Conditions Precedent are not satisfied as of the Closing Date, 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.

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

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 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 terms 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 the last to sign of Grantor and 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 Grantee's Conditions Precedent and the Grantor's Conditions Precedent listed in Sections 3.1 and 3.2, respectively, have been satisfied or waived by Grantee and Grantor, respectively, 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 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 Easement Deed to each of Grantee and Grantor.

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 attorneys' fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the premium for the Title Policy, and any documentary transfer taxes.

4.3. Designation of Reporting Person. If applicable, Grantor and Grantee hereby designate Escrow Agent as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder and agree to provide correct taxpayer identification numbers and to execute such documentation as is reasonably necessary to effectuate such designation.

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. Owens Corning Insulating Systems, LLC is a limited liability company, organized under the laws of the State of Delaware, validly existing and in good standing under the laws of the State of Delaware 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 and delivery nor the 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 or that could impair Grantor's ability to perform its obligations under this Agreement.

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.

5.2. Grantee's Covenants, Representations and Warranties Re Driveways. Grantee is in receipt of a drawing prepared by Kimley-Horn entitled "SVP Easement & Driveway Coordination Exhibit," dated December 15, 2020, a copy of which is attached hereto as **Exhibit D**. Grantee covenants, represents and warrants to Grantor that neither the Easement being acquired hereby, nor construction and operation of the Project, will preclude or materially interfere with construction by Grantor of the new driveways as depicted on **Exhibit D**. Nothing herein shall be deemed a waiver of the requirement for any necessary approvals for construction of said driveways, whether from Grantee or any other governmental or regulatory entity.

5.3. Grantee's Representations and Warranties. Grantee further represents and warrants to Grantor 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:

5.3.1 Organization Authority. Grantee is a chartered municipal corporation, organized under the laws of the State of California, is 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 all documents now or hereinafter to be executed and delivered by it pursuant to this

Agreement, and such performance does not conflict with any obligations of the Grantee. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantee, have the legal power, rights and actual authority to bind Grantee to the terms and conditions hereof and thereof;

5.3.2 No Violation of Agreement; Litigation. Neither the execution and delivery nor the performance of this Agreement by Grantee will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any agreement or instrument by which Grantee is bound. Grantee has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting Grantee that could impair Grantee's ability to perform its obligations under this Agreement;

5.3.3 Survival. The representations and warranties of Grantor and Grantee set forth in this Article 5 shall survive delivery and recordation of the Easement Deed, and shall not be merged therein.

5.4. AS-IS. Except for Grantor's representations and warranties in Section 5.1, the sale contemplated herein is made and will be made on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, without representation, covenant, or warranty of any kind (whether express, implied, or statutory) by Grantor. Upon Closing, Grantee shall assume the risk that adverse matters may not have been revealed by its investigations, and except for breaches of Grantor's representation and warranties set forth herein, Grantee, upon Closing, shall be deemed to have waived and released Grantor from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, arising prior to Closing which Grantee might have asserted or alleged against Grantor at any time by reason of or arising out of the Easement. The provisions of this Section 5.4 shall survive the Closing.

5.5. Tree Removal. As part of the Project the City will remove three (3) purple-leaf plum trees located within the Easement Area and identified as tree numbers 15, 334, and 337 on the excerpts from the Tree Survey Results dated August 2019, attached hereto as **Exhibit E**. In undertaking such tree removal work, the City shall give Grantor reasonable prior notice and shall undertake such work so as to minimize any inconvenience to Grantor and/or occupants of Grantor's property. If the City requires that any removed trees be replaced, such replacement will be undertaken by the City at its sole cost and expense, in a location or locations reasonably approved by Grantor.

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. Grantor may rely upon receipt of an executed counterpart from Grantee as evidence of such approval.

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 reasonable 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 \$10,000, 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. A signed copy of this Agreement transmitted by a party to another party via facsimile or an emailed "pdf" version or an electronically signed version shall be binding on the signatory thereto.

6.10. Survival. The terms, covenants and conditions of Articles 5 and 6 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 Easement Deed, and conveyance of the Easement to Grantee.

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 delivered by registered or certified mail, postage prepaid, or personally delivered by commercial courier service, or delivered by a nationally recognized overnight delivery service that provides evidence of delivery, in each case, 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: Owens Corning Insulating Systems, LLC
One Owens Corning Parkway
Toledo, OH 43659
Attention: Real Estate Department

with a copy to: Owens Corning
One Owens Corning Parkway
Toledo, OH 43659
Attention: Law Department

To Grantee: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager

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 or nationally recognized overnight delivery service shall be deemed received the date of actual delivery or refused. The foregoing addresses may be changed by notice to the other party as herein provided.

6.12. Construction. As used in this Agreement, unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

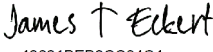
6.13. Waiver of Immunity. Grantee waives any immunity that would otherwise limit its liability for obligations arising under this Agreement.

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 Effective Date.

GRANTOR

Owens Corning Insulating Systems, LLC,
a Delaware limited liability company

By: Owens Corning Sales, LLC.,
it's authorized agent.

DocuSigned by:

43631BEB9CC04C4... Estate Solutions
Date 9/8/2021

GRANTEE

City of Santa Clara,
a municipal corporation

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A

(Description of Easement)

(See following pages)

SVP REF: SC 19-204

EXHIBIT "A"

POWERLINE EASEMENT ACROSS:
 OWENS CORNING INSULATING SYSTEMS, LLC
 960 CENTRAL EXPRESSWAY
 SANTA CLARA, CALIFORNIA 95050
 APN: 224-07-099
 NEW EASEMENT AREA: 21,062 SQ. FT. ±



DESCRIPTION:

EASEMENT PARCEL 1:

A portion of Parcel B as shown upon that certain Parcel Map which was filed for record in the Office of the Recorder of the County of Santa Clara on June 25, 1970 in Book 270, Page 2 of Maps, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

COMMENCING at the monument at the centerline intersection of Lafayette Street and Walsh Avenue; thence North 01°14'42" East 579.71 feet along the centerline of said Lafayette Street; thence North 88°45'18" West 50.00 feet to the southeasterly corner of said Parcel B and the **POINT OF BEGINNING**; thence North 01°14'42" East 124.05 feet along the westerly right-of-way line of said Lafayette Street to a point herein after known as **Point A**; thence North 89°08'31" West 21.54 feet along a boundary line of said Parcel B; thence South 01°19'07" West 124.05 feet to the southerly line of said Parcel B; thence South 89°08'31" East 21.70 feet along said southerly line to the **POINT OF BEGINNING**;

ALSO

EASEMENT PARCEL 2:

A portion of Parcel B as shown upon that certain Parcel Map which was filed for record in the Office of the Recorder of the County of Santa Clara on June 25, 1970 in Book 270, Page 2 of Maps, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

COMMENCING at said Point A; thence North 01°14'42" East 150.00 feet along said westerly right-of-way line to the **POINT OF BEGINNING**; thence North 01°14'42" East 542.80 feet along said westerly right-of-way line; thence North 05°45'55" West 129.20 feet along said westerly right-of-way line to the beginning of a curve concave southwesterly having a radius of 33.00 feet; thence northwesterly 41.05 feet along said curved right-of-way through a central angle of 71°16'09" (chord bears North 41°24'00" West 38.45 feet) to the southerly right-of-way line of Central Expressway; thence North 77°02'05" West 190.21 feet along said southerly right-of-way line to the beginning of a non-tangent curve concave southerly, having a radius of 5,289.50 feet; thence westerly 84.39 feet along said curved right-of-way through a central angle of 00°41'51" (chord bears North 84°42'13" West 84.39 feet); thence South 02°40'41" East 9.84 feet; thence South 79°29'53" East 247.52 feet; thence South 08°30'08" East 152.45 feet; thence South 01°14'07" West 542.75 feet; thence South 89°08'31" East 21.43 feet to the **POINT OF BEGINNING**;

Containing in whole 21,062 square feet, more or less.

REV. 1	DATE: 4/29/2020	SCALE: N/A	BY: TUA	CHK: GFE	APP: JJC
		OWENS CORNING INSULATING SYSTEMS, LLC 960 CENTRAL EXPRESSWAY SANTA CLARA, CALIFORNIA 95050 APN: 224-07-099			
<small>100 West 100 South North Street, UT 84143-3600</small>				SHEET: 1 OF 2	

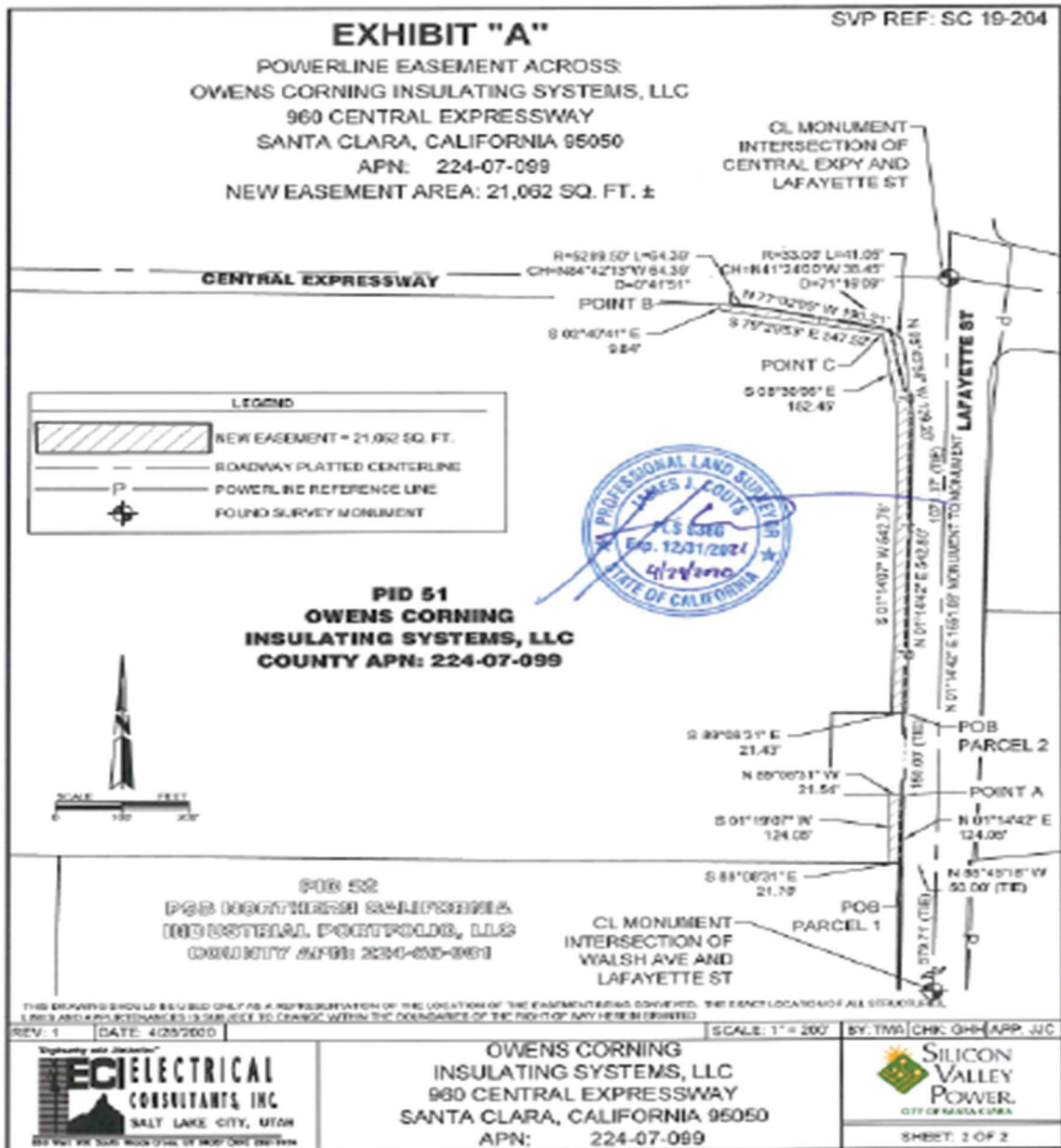


EXHIBIT B

(Temporary Construction Easement)

(See following pages)

SVP REF: SC 19-204

EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT ACROSS:
OWENS CORNING INSULATING SYSTEMS, LLC
960 CENTRAL EXPRESSWAY
SANTA CLARA, CALIFORNIA 95050
APN: 224-07-099
TCE AREA: 5481 SQ. FT. ±**

DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT PARCEL 1:

A portion of the northerly 50 feet of Parcel B as shown upon that certain Parcel Map which was filed for record in the Office of the Recorder of the County of Santa Clara on June 25, 1970 in Book 270, Page 2 of Maps, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

100 feet of the northerly 50 feet of said Parcel B as shown on Page 2 of this Exhibit; the westerly extents of said 100 feet being 40 feet westerly of Point B as shown on Exhibit A (Powerline Easement); less and except any portion located within said Powerline Easement;

ALSO


TEMPORARY CONSTRUCTION EASEMENT PARCEL 2:

A portion of Parcel B as shown upon that certain Parcel Map which was filed for record in the Office of the Recorder of the County of Santa Clara on June 25, 1970 in Book 270, Page 2 of Maps, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

A triangular parcel of land as shown on Page 2 of this Exhibit; the westerly and southerly extents of said triangle being approximately 50 feet westerly and southerly of Point C as shown on Exhibit A (Powerline Easement); less and except any portion located within said Powerline Easement;

Containing in whole 5,481 square feet, more or less.



REV: 1	DATE: 04/29/2020	SCALE: N/A	BY: TMA/CHK: GH/APP: JJC
		<p>TEMPORARY CONSTRUCTION EASEMENT OWENS CORNING INSULATING SYSTEMS, LLC 960 CENTRAL EXPRESSWAY SANTA CLARA, CALIFORNIA 95050 APN: 224-07-099</p>	
		SHEET: 1 OF 2	

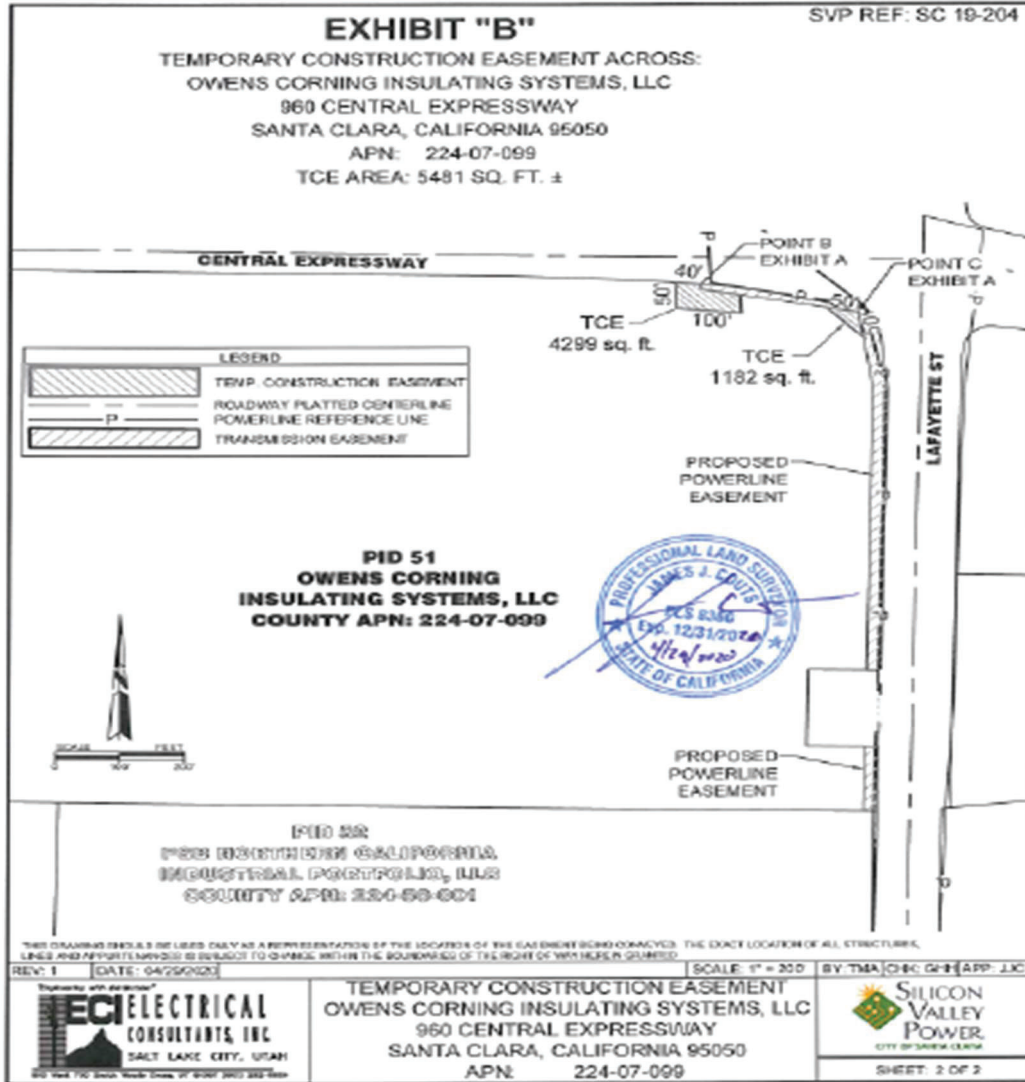


EXHIBIT C

(Overhead Electric Easement Deed)

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

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

APN: 224-07-099

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

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

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

OVERHEAD ELECTRIC EASEMENT DEED

**960 Central Freeway
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **OWENS CORNING INSULATING SYSTEMS, LLC**, a Delaware limited liability company (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), a non-exclusive easement (herein "**Easement**") in, on, over, along and across the portion of 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**"), together with a temporary construction easement (the "**TCE**") on and over the portion of the real property described in **Exhibit B** attached hereto and incorporated herein by this reference. For the avoidance of doubt, the Easement and the TCE are easements only, and this instrument does not transfer fee title to any portion of the Easement Area or the TCE to Grantee.

1. **Easement.** The Easement shall be used by Grantee solely 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 (the "**Facilities**"), including a reasonable right of ingress and egress over adjacent lands of Grantor. In exercising said right of ingress and egress, (i) Grantee shall provide Grantor with reasonable advance notice prior to entering onto adjacent lands of Grantor that are not part of the Easement Area or the TCE, (ii) Grantee shall, wherever practical, use existing roads and lanes adjacent to or 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, (iii) Grantee shall make reasonable efforts to not interfere with the operations of Grantor on such adjacent lands, and (iv) Grantee shall comply with the safety and security

protocols of Grantor (which have been provided to Grantee prior to the date hereof), as the same may from time to time be amended (Grantor shall provide Grantee with copies of any such amendments). For the avoidance of doubt, nothing in this Easement shall be construed to allow Grantee to enter any of Grantor's buildings.

The overhead components of the Facilities 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.

2. Grantor's Use of Easement Area. The Easement Area may be used by the Grantor and its successors and assigns for driveway(s), landscaping (excluding the planting of trees), and parking, provided such uses do not interfere with the Grantee's use of the Easement for the purposes permitted herein. Any other use of the Easement Area by Grantor shall be subject to Grantee's prior written consent, which request for consent shall be accompanied by plans and specifications in order to permit Grantee to make a determination of whether such use will interfere 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 Grantee's Facilities. Grantee shall notify Grantee prior to removing or trimming any trees that are not located within the Easement Area.

3. TCE. The Easement described in Exhibit B shall be used by Grantee for the purpose of a nonexclusive temporary easement for construction purposes ("**TCE**") related to the Project, and all purposes related thereto, in, on, upon, over, under and across that real property described and depicted in Exhibit B ("**TCE Area**"). Such work includes the removal of three (3) purple-leaf plum trees. Actual physical use and occupation of the TCE Area will occur only intermittently and only for a timeframe not to exceed twenty-one (21) days total, each phase of which shall commence following forty-eight (48) hours prior written notice to Grantor. Access and use of portions of the TCE Area by Grantor and/or its tenants, invitees and guests will be allowed to the extent that said portion is not being used for Project construction or staging purposes at that time. Construction of the Project is expected to take no more than six months, and this TCE shall terminate upon written notice from easement holder that the TCE is no longer needed for the Project. Under all circumstances, unless it expires or is terminated earlier, the TCE term shall expire nine (9) months following the earlier of (a) date the TCE is first used for the Project, or (b) August 31, 2022 (the "**TCE Term**"). Grantee will stage and coordinate work in the TCE Area with Grantor so as not to unreasonably impede/hinder access to/from and within or interfere with or disrupt Grantor's business operations on Grantor's property. No quitclaim or other instrument is necessary to terminate the TCE on the expiration off the TCE Term.

4. Maintenance. Grantee shall be responsible for maintaining its Facilities and the TCE Area during its physical use and occupation of the same. Such obligations include, but are not limited to, maintaining the TCE Area in a safe condition, keeping any open trenches or other construction hazards clear of people, property or other hazards when work is ongoing. Upon completion of its work within the TCE Area, and prior to the expiration of the TCE Term, Grantee shall surrender full possession of the TCE to Grantor, free from Grantee's equipment and other personal property, and at Grantee's sole cost and expense, repair any damage to the TCE Area caused by Grantee's activities thereon, and restore the TCE Area to a condition substantially similar to that which existed on the commencement date thereof.

5. Indemnity. Grantee will indemnify, defend and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses incurred by Grantor

arising from or by reason of Grantee's construction or other activities within the TCE Area during construction of the Project, unless cause by Grantor's negligence or willful misconduct.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed this _____ day of _____, 2021.

**OWENS CORNING INSULATING SYSTEMS, LLC,
a Delaware limited liability company**

By: _____

Print Name: _____

Title: _____

APPROVED FOR FORM:

City Attorney

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

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

**[EXHIBITS A AND B TO BE ATTACHED
BEFORE EXECUTION AND RECORDATION]**

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 _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT D

(SUP Easement's Driveway Coordination Exhibit)

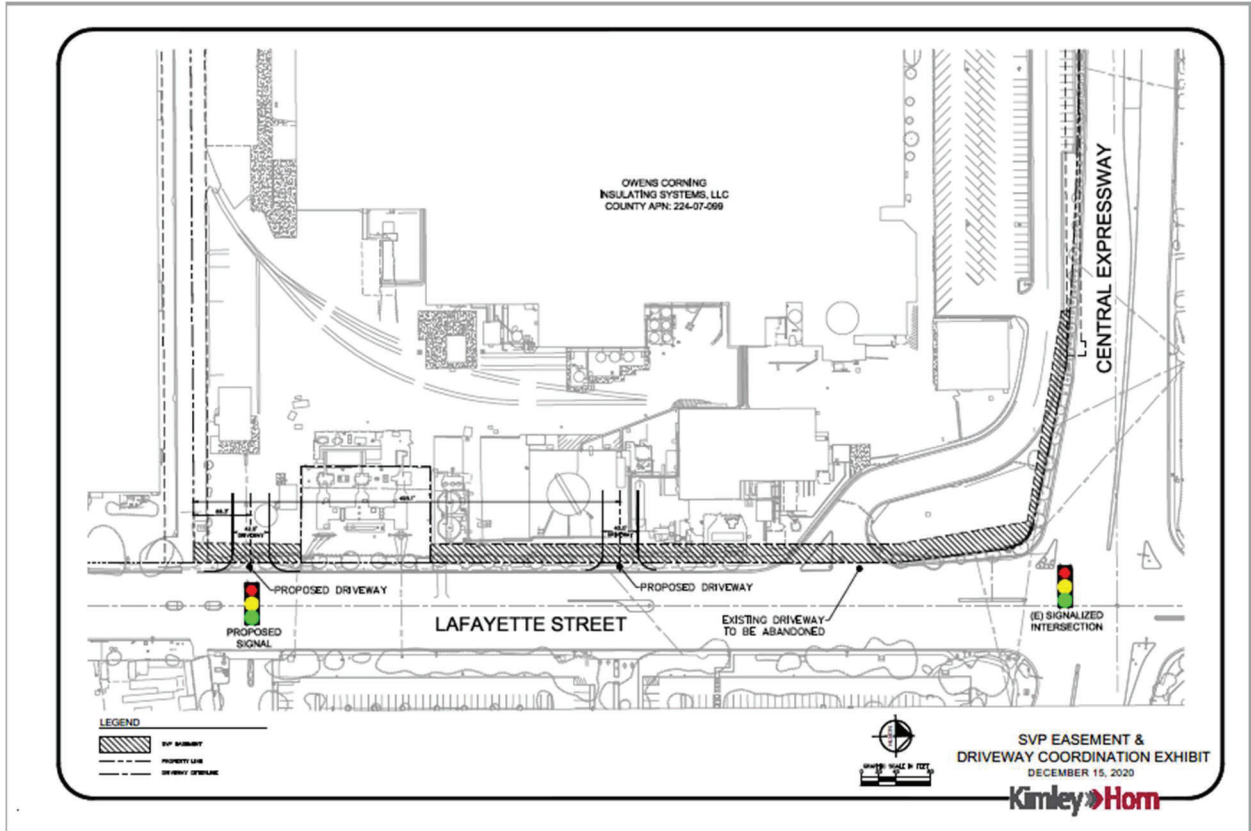
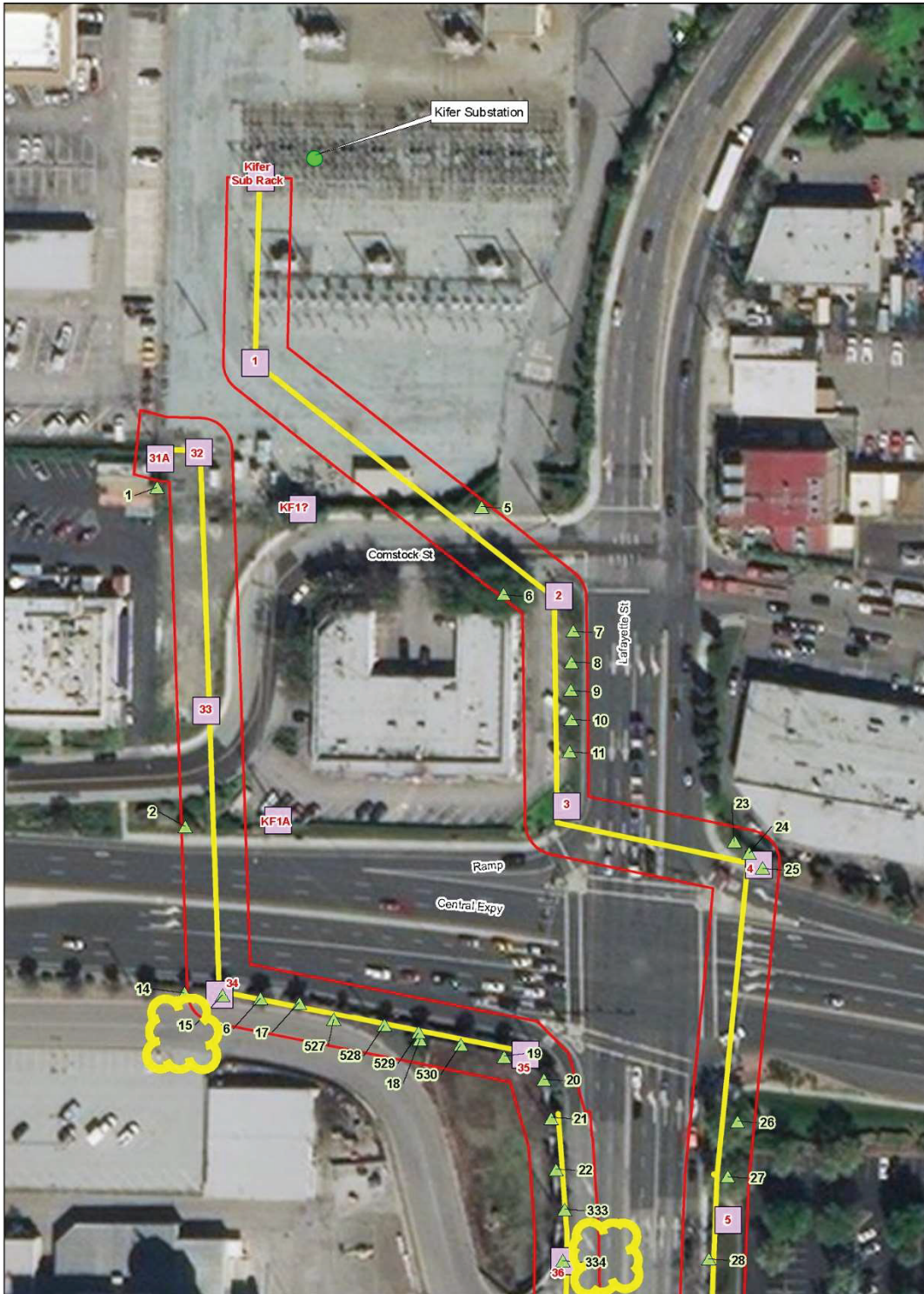


EXHIBIT E (Tree Report)



Map Extent

Legend:

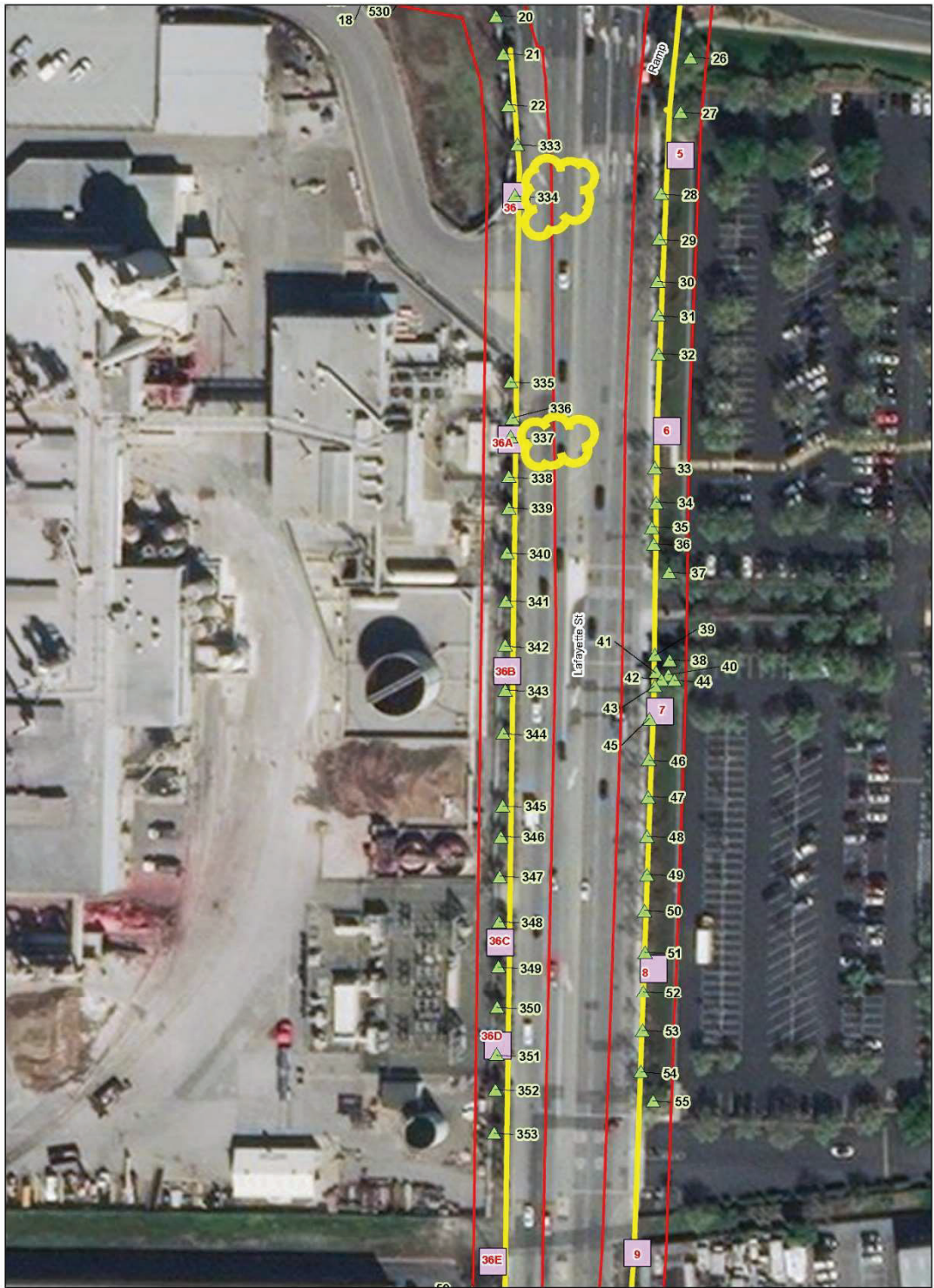
- Substations
- New Structure Location
- ~ New East Loop Overhead Transmission Line
- ▲ Surveyed Tree
- Tree Survey Area
- ▭ Preferred Alignment

0 50 100 Feet

**Tree Locations
Silicon Valley Power
South Loop
Reconfigure Project**

Map 1 of 23

Date: 9/13/2019



Map Extent

 New Structure Location	 Surveyed Tree
 New East Loop Overhead Transmission Line	 Tree Survey Area
	 Preferred Alignment

**Tree Locations
Silicon Valley Power
South Loop
Reconfigure Project**

Map 2 of 23

0 50 100 Feet

Date: 9/13/2019

This assessment of project impacts on individual trees is a best estimate based on information available at the time of the report. Table 4 provides a list of trees that are projected to be removed for Project development and indicates those with Protected status. Once the Project is complete, a final assessment of project alignments should be conducted to confirm the actual number of Protected trees removed for the project.

Table 4: Trees likely to be Removed for Project Development

Tree Number	Common Name	Remove for	Protected Tree
15	Purple-leaf plum	Structure placement	no
24	Ornamental pear	Structure placement	yes
123	Southern magnolia	Structure placement	yes
164	Coast redwood	Line clearance	yes
165	Coast redwood	Line clearance	yes
166	Coast redwood	Line clearance	yes
188	London plane tree	Structure placement	yes
203	Mexican fan palm	Line clearance	yes
211	Purple-leaf plum	Structure placement	no
212	Australian willow	Structure placement	no
236	Coast redwood	Line clearance	yes
250	Coast redwood	Line clearance	yes
255	Mexican fan palm	Line clearance	yes
256	Mexican fan palm	Line clearance	yes
257	Mexican fan palm	Line clearance	yes
258	Mexican fan palm	Line clearance	yes
259	Mexican fan palm	Line clearance	yes
260	Mexican fan palm	Line clearance	yes
262	Mexican fan palm	Line clearance	yes
263	Mexican fan palm	Line clearance	yes
266	Mexican fan palm	Line clearance	Yes
267	Mexican fan palm	Line clearance	Yes
282	European white birch	Structure placement	Yes
334	Purple-leaf plum	Structure placement	no
337	Purple-leaf plum	Structure Placement	no
388	American sycamore	Structure placement	Yes
392	Mexican fan palm	Structure placement	Yes
395	Coast redwood	Structure placement	yes

Tree Replacement

Potential Project impacts to trees can be reduced to “less than significant” by replacing trees that will be removed, as required by the City of Santa Clara. The City of Santa Clara General Plan 5.3.1-P10 requires a minimum 2:1 on- or off-site replacement for trees to be removed as part of a new development proposal. At the discretion of the City, an in-lieu fee per required replacement tree may be paid to the City in-lieu of off-site tree planting, with funds to be used by the City for tree planting and maintenance of planted trees. Tree replacement requirements will ultimately be determined by the City arborist or City designated representative.

Appendix A: Tree Survey Results August 2019 - Silicon Valley Power South Loop Reconfiguration Project Preferred Alignment, Santa Clara, Ca

Light grey highlight indicates tree numbers intentionally skipped

Tree #	Common Name	Scientific Name	Diameter (inches) at 48" above grade	Canopy Spread (feet)	Tree Height (feet)	Santa Clara Protected Tree (P)	Project Impact Code ¹	General Condition ²	Comments
1	holly oak	<i>Quercus ilex</i>	5+4+4+4+3	12	17	P	-	Poor	multi-stem trunk embedded in chain link fence
2	ornamental pear	<i>Pyrus calleryana</i>	7	12	12	-	-	Fair	
5	crape myrtle	<i>Lagerstroemia indica</i>	5	12	16	-	-	Good	
6	sawtooth zelkova	<i>Zelkova serrata</i>	20	35	32	P	CP	Good	
7	American sycamore	<i>Platanus occidentalis</i>	10	20	25	-	-	Good	
8	American sycamore	<i>Platanus occidentalis</i>	5	16	20	-	-	Good	
9	American sycamore	<i>Platanus occidentalis</i>	6	12	24	-	-	Good	
10	American sycamore	<i>Platanus occidentalis</i>	7	17	24	-	-	Good	
11	American sycamore	<i>Platanus occidentalis</i>	11	22	30	-	CP	Good	
14	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	14	-	-	Good	
15	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	13	15	-	R	Good	Remove for structure placement
16	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	17	16	-	-	Good	
17	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	14	16	-	-	Good	
18	juniper	<i>Juniperus sp.</i>	6+11+5	18	18	-	-	Fair	
19	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	12	17	-	-	Good	
20	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	12	18	-	-	Good	
21	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	8	16	17	-	-	Good	
22	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	13	18	-	-	Good	
23	ornamental pear	<i>Pyrus calleryana</i>	12	16	26	P	-	Good	
24	ornamental pear	<i>Pyrus calleryana</i>	13	14	24	P	R	Fair	Remove for structure placement
25	coast redwood	<i>Sequoia sempervirens</i>	12	14	28	P	CP	Good	
26	American sycamore	<i>Platanus occidentalis</i>	19	40	47	P	CP	Good	
27	American sycamore	<i>Platanus occidentalis</i>	16	36	42	P	CP	Good	
28	American sycamore	<i>Platanus occidentalis</i>	15	32	38	P	CP	Good	
29	American sycamore	<i>Platanus occidentalis</i>	15	26	40	P	CP	Good	
30	American sycamore	<i>Platanus occidentalis</i>	14	26	40	P	CP	Good	
31	American sycamore	<i>Platanus occidentalis</i>	12	22	36	P	CP	Good	
32	American sycamore	<i>Platanus occidentalis</i>	8	15	28	-	CP	Fair	
33	American sycamore	<i>Platanus occidentalis</i>	15	30	34	P	CP	Good	
34	American sycamore	<i>Platanus occidentalis</i>	11	20	30	-	CP	Good	
35	American sycamore	<i>Platanus occidentalis</i>	9	18	24	-	-	Good	
36	American sycamore	<i>Platanus occidentalis</i>	10	20	28	-	CP	Good	

¹ Project Impact code: R = May need to be removed for pole placement or line clearance, CP = May require pruning for line clearance, (-) = No impacts expected.² Condition: Good = 80-100% healthy foliage and no significant defects; Fair = 50-79% healthy foliage and/or minor defects; Poor = 5-49% healthy foliage and/or other significant defects; Dead = less than 5% healthy foliage.

Tree #	Common Name	Scientific Name	Diameter (inches) at 48" above grade	Canopy Spread (feet)	Tree Height (feet)	Santa Clara Protected Tree (P)	Project Impact Code ¹	General Condition ²	Comments
282	European white birch	<i>Betula pendula</i>	16	25	28	P	R	Good	Remove for structure placement
283	incense cedar	<i>Calocedrus decurrens</i>	23	20	32	P	CP	Fair	
284	camphor tree	<i>Cinnamomum camphora</i>	21	44	30	P	CP	Good	
285	carob	<i>Ceratonia siliqua</i>	20	25	25	P	CP	Good	
286	carob	<i>Ceratonia siliqua</i>	18	20	20	P	-	Good	
287	giant yucca	<i>Yucca elephantipes</i>	12+16	10	18	P	-	Fair	
288	European white birch	<i>Betula pendula</i>	7	10	20	-	-	Good	
289	liquidambar	<i>Liquidambar styraciflua</i>	15	28	20	P	-	Fair	
290	coast redwood	<i>Sequoia sempervirens</i>	23	24	40	P	CP	Good	
314	N. Calif. black walnut	<i>Juglans hindsii</i>	5+5+4+4+4+4	20	18	-	-	Fair	
329	juniper	<i>Juniperus sp.</i>	4	7	8	-	-	Good	
330	tree of heaven	<i>Ailanthus altissima</i>	5	10	20	-	-	Fair	
331	tree of heaven	<i>Ailanthus altissima</i>	5+6+4+4+3	12	24	-	-	Fair	
332	London plane tree	<i>Platanus x acerifolia</i>	7	12	30	-	CP	Good	
333	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	15	18	-	-	Good	
334	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	8	16	18	-	R	Good	Remove for structure placement
335	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	20	-	-	Good	
336	New Zealand Christm	<i>Metrosideros excelsus</i>	5+3+3	12	10	-	-	Fair	
337	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	20	-	R	Good	Remove for structure placement
338	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	18	-	-	Good	
339	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	20	-	-	Good	
340	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	12	20	-	-	Good	
341	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	14	20	-	-	Good	
342	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	16	-	-	Good	
343	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	18	-	-	Good	
344	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	5	10	18	-	-	Good	
345	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	10	18	-	-	Good	
346	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	5	10	18	-	-	Good	
347	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	10	16	-	-	Good	
348	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	16	-	-	Good	
349	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	12	18	-	-	Good	
350	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	18	-	-	Good	
351	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	6	12	18	-	CP	Good	
352	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	18	-	-	Good	
353	purple -leaf plum	<i>Prunus cerasifera 'Atropurp.'</i>	7	14	16	-	-	Good	
354	American sycamore	<i>Platanus occidentalis</i>	14	30	36	P	-	Good	

¹ Project Impact code: R = May need to be removed for pole placement or line clearance, CP = May require pruning for line clearance, (-) = No impacts expected.

² Condition: Good = 80-100% healthy foliage and no significant defects; Fair = 50-79% healthy foliage and/or minor defects; Poor = 5-49% healthy foliage and/or other significant defects; Dead = less than 5% healthy foliage.