

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/~~Union~~ _____ Cupertino _____

Recording Fee \$ _____

Document Transfer Tax \$ _____ None _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#2307-02-10067

EASEMENT DEED

CITY OF CUPERTINO, a municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Cupertino, County of Santa Clara, State of California, described as follows:

(APN 326-06-052)

The 4.4511 acre parcel of land shown upon the Parcel Map filed for record February 2, 1978 in Book 412 of Maps at page 17, Santa Clara County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the underground facilities as initially installed hereunder; together with a parcel of land extending 5 feet from the operable sides of the junction box as initially installed and 3 feet from the non-operable sides of said junction box, as measured perpendicular to the edges of said junction box; together with parcels of land extending 8 feet from the operable sides of the pad mounted facilities as initially installed hereunder and 3 feet from the non-operable sides of said pad mounted facilities, as measured perpendicular to the edges of said pads. The approximate locations of said facilities are shown upon Grantee's Drawing No. SJL-16515 (EXHIBIT A) attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

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

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF CUPERTINO, a municipal corporation,

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the _____ authorizing the foregoing grant of easement.

By _____

By _____
Name
Title

By _____
Name
Title

(SE1/4 OF SW1/4 - SECTION 11)

EXHIBIT "A"

APN 326-06-050

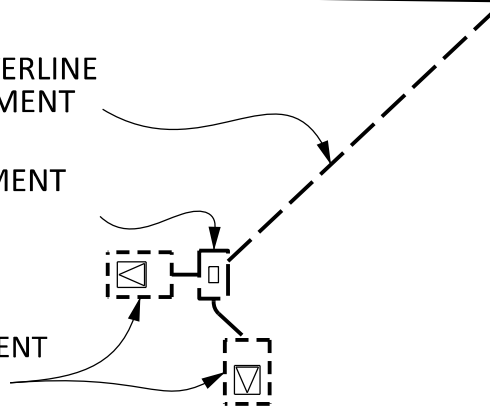


412-M-17

APPROXIMATE CENTERLINE OF 10' UTILITY EASEMENT

PG&E UTILITY EASEMENT (SEE DETAIL "B")

PG&E UTILITY EASEMENT (SEE DETAIL "A")

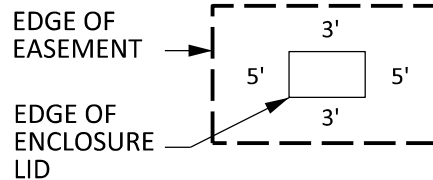


MARY AVENUE

GRANTOR:
CITY OF CUPERTINO, a municipal corporation
Deed dated December 16, 1975
B 779 O.R. 514
APN 326-06-052

DETAIL "B"

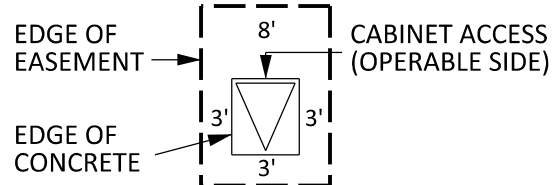
SUBSURFACE ENCLOSURE EASEMENT (NOT TO SCALE)



DISTANCES MEASURED PERPENDICULAR FROM EDGE OF ENCLOSURE LID

DETAIL "A"

PAD MOUNTED FACILITIES (NOT TO SCALE)



DISTANCE MEASURED PERPENDICULAR FROM EDGE OF PAD

LEGEND:

- APN ASSESSOR PARCEL NUMBER
- M MAP
- O.R. OFFICIAL RECORD
- BOUNDARY LINE
- SUBJECT PARCEL
- - - - EASEMENT BOUNDARY
- ⊠ PAD MOUNTED TRANSFORMER
- - - - APPROXIMATE CENTERLINE OF 10' WIDE UTILITY EASEMENT



SCALE: 1" = 60'

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: CITY OF CUPERTINO				SCALE 1"=60'	DATE 3/20/2025
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SECTION 11	TOWNSHIP 7S.	RANGE 2W.	MERIDIAN MDB&M	COUNTY OF: SANTA CLARA F.B.: N/A	CITY OF: CUPERTINO DR.BY: AHBi	CH.BY: DAN9
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PLAT MAP: G1318 (Electric), 3410-D8 (Gas) REFERENCES: 412M17, B779 O.R. 514	PG&E	DE ANZA DIVISION	35588777 AUTHORIZ	SJL-16515 DRAWING NO.
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Pacific Gas and Electric Company



EXHIBIT "B"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Utility Distribution Easement (02/2020)

Attach to LD: 2307-02-10067

Area 3, De Anza Division

Land Service Office: San Jose

Line of Business: Electric Distribution (43), Electric Charging Station (95)

Business Doc Type: Easements

MTRSQ: (23.07.02.11.32)

FERC License Number: N/A

PG&E Drawing Number: SJL-16515

Plat No.: G1318 (Electric), 3410-D8 (Gas)

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Communication Easements (6), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35588777-1110

JCN: N/A

County: Santa Clara

Utility Notice Number: N/A

851 Approval Application No: N/A; Decision: N/A

Prepared By: AHBi

Checked By: DAN9

Approved By: N/A

Revised by: N/A