

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**245 Market Street, N10A, Room 1015**  
**P.O. Box 770000**  
**San Francisco, California 94177**

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- 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# 2302-03-10036

EASEMENT DEED

**GRANT OF EASEMENT**

This GRANT OF EASEMENT (this "Easement") is made and entered into effect as of \_\_\_\_\_ 2021 by the City of San Leandro, California, a California Charter City ("Grantor"), and Pacific Gas & Electric Company, a California Corporation, ("PG&E"), and its respective successors who agree to be bound by the obligations of this Easement (hereinafter collectively called "Grantee").

1. **Grant of Easement.**

(a) Grantor hereby grants to PG&E the non-exclusive 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 and appurtenances thereto (the "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 San Leandro, County of Alameda, State of California, described as follows:

(APN 077-0545-024-01)

The parcel of land conveyed in the deed from the Redevelopment Agency of the City of San Leandro to the City of San Leandro dated June 09, 2016 and recorded as Document No. 2016-152622, Alameda County Records.

The easement area is described as follows:

The strip of land described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof

(b) 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.

(c) 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.

(d) 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.

2. **Term.** This Easement shall continue in full force and effect in perpetuity from the date of recordation of this Easement, except as may be provided for in Section 6 of this Easement. In the event Grantee shall perform any work or make any excavation on said lands pursuant to this grant, Grantee shall restore said lands in accordance with City of San Leandro standards, including, without limiting the generality of the foregoing, pavement, sidewalks, lawns and shrubs.

3. **Maintenance** Grantee shall be responsible for maintaining any Facilities and appurtenances thereto, as described above, that it installs in the Easement Area in good condition and repair. Any future maintenance or replacement operations to be performed by Grantee on said lands shall be done in such a manner so as not to unreasonably interfere with Grantor's operations. Grantee shall be fully responsible for the repair of any damage caused to the Easement Area during the course of its use by Grantee and shall make such repair as necessary to restore the Easement Area in accordance with City of San Leandro standards.

4. **Indemnity** Grantee shall indemnify Grantor against any loss and damage which shall be caused by any negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

## 5. **General Provisions**

- a. **Assignment: Binding on Successors** This Easement runs with the land and shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
- b. **Entire Agreement** This Easement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any subsequent modification of this Easement shall be in writing and signed by both parties and their respective successors in interest.
- c. **Severability** The invalidity of any of the provisions of this Easement, or any portion thereof, shall not affect the remaining portions hereof for any party hereto, and this Easement shall be construed as if such provision had not been inserted herein.
- d. **Governing Law** This Easement shall be governed by and construed in accordance with the laws of the State of California.

6. **Additional Terms and Conditions** Grantor expressly reserves the right to require Grantee, at the expense of Grantor, to remove and relocate all improvements placed by Grantee upon said easement area upon determination by Grantor that said improvements interfere with the future development of Grantor's real property. Grantee agrees that within 180 days after written notice from Grantor of such determination by Grantor and the demand of removal and relocation of said improvements, Grantee shall remove and relocate said improvements to a feasible location on the property of Grantor (or such other property acceptable to the parties), and Grantor shall furnish Grantee with an easement for said improvement in such new location, and Grantee shall thereupon reconvey to Grantor the easement hereby granted.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date and year first above written.

“GRANTEE”

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PACIFIC GAS & ELECTRIC  
COMPANY

"GRANTOR"

CITY OF SAN LEANDRO, CALIFORNIA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FRANCES ROBUSTELLI  
CITY MANAGER

APPROVED AS TO FORM:

By: \_\_\_\_\_  
RICHARD D. PIO RODA  
CITY ATTORNEY

Attest: \_\_\_\_\_  
LETICIA I. MIGUEL, CITY CLERK

**Pacific Gas and Electric Company**



**EXHIBIT "C"**

**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.

**Administration Block**

Attach to LD: 2302-03-10036

The Area, Region or Location: Area 2, Mission Division

Land Service Office: Concord RMC

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (23.02.03.26.22) Rancho San Leandro

FERC License Number(s): N/A

PG&E Drawing Number(s): N/A

PLAT NO. : H0821

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel Number: N/A

For Quitclaims, % being quitclaimed: N/A

Order # or PM #: 35127524 OPS# 3200

JCN: N/A

County: Contra Costa

Utility Notice Numbers: N/A

851 Approval Application No. \_\_\_N/A\_\_\_ Decision \_\_\_\_\_N/A\_\_\_

Prepared By: VHS3

Checked By: A5Sz

**(This page must be recorded with this document.)**

EXHIBIT "A"

PG&E EASEMENT

BEGIN DESCRIPTION

REAL PROPERTY IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE DOCUMENT THAT WAS RECORDED JUNE 17, 2016 IN DOC NO 2016152622 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF WEST JUANA STREET 21.67 FEET FROM THE SOUTHEAST CORNER OF SAID PROPERTY IN SAID DOCUMENT THENCE ALONG SAID LINE OF JUANA STREET S 62°00'00" W 10.00 FEET THIS ALSO BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE LEAVING SAID LINE OF JUANA STREET N 28°02'11" W 38.91 FEET;

THENCE N 65°22'17" W 19.06 FEET;

THENCE N 82°22'56" W 13.50 FEET;

THENCE N 07°37'04" E 19.83 FEET;

THENCE N 82°22'56" W 4.66 FEET;

THENCE N 30°09'38" E 8.45 FEET;

THENCE N 28°02'11" W 20.21 FEET TO THE NORTH LINE OF SAID PROPERTY;

THENCE ALONG SAID PROPERTY'S NORTHWESTERLY AND NORTHEASTERLY LINES N 62°00'00" E 31.73 FEET;

THENCE S 28°00'00" E 12.28 FEET;

THENCE LEAVING SAID PROPERTY LINE S 30°09'38" W 25.56 FEET;

THENCE S 28°02'11" E 74.23 FEET TO THE POINT OF BEGINNING

CONTAINING 1628.6 SQUARE FEET MORE OR LESS.

AS SHOWN ON THE PLAT EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF

END DESCRIPTION



RANCHO SAN LEANDRO - LOT 39, T.2.S, R.3.W, M.D B & M

CITY OF SAN LEANDRO  
APN 77-545-25  
DOC#2016-152623

N62°00'00"E 152.50'

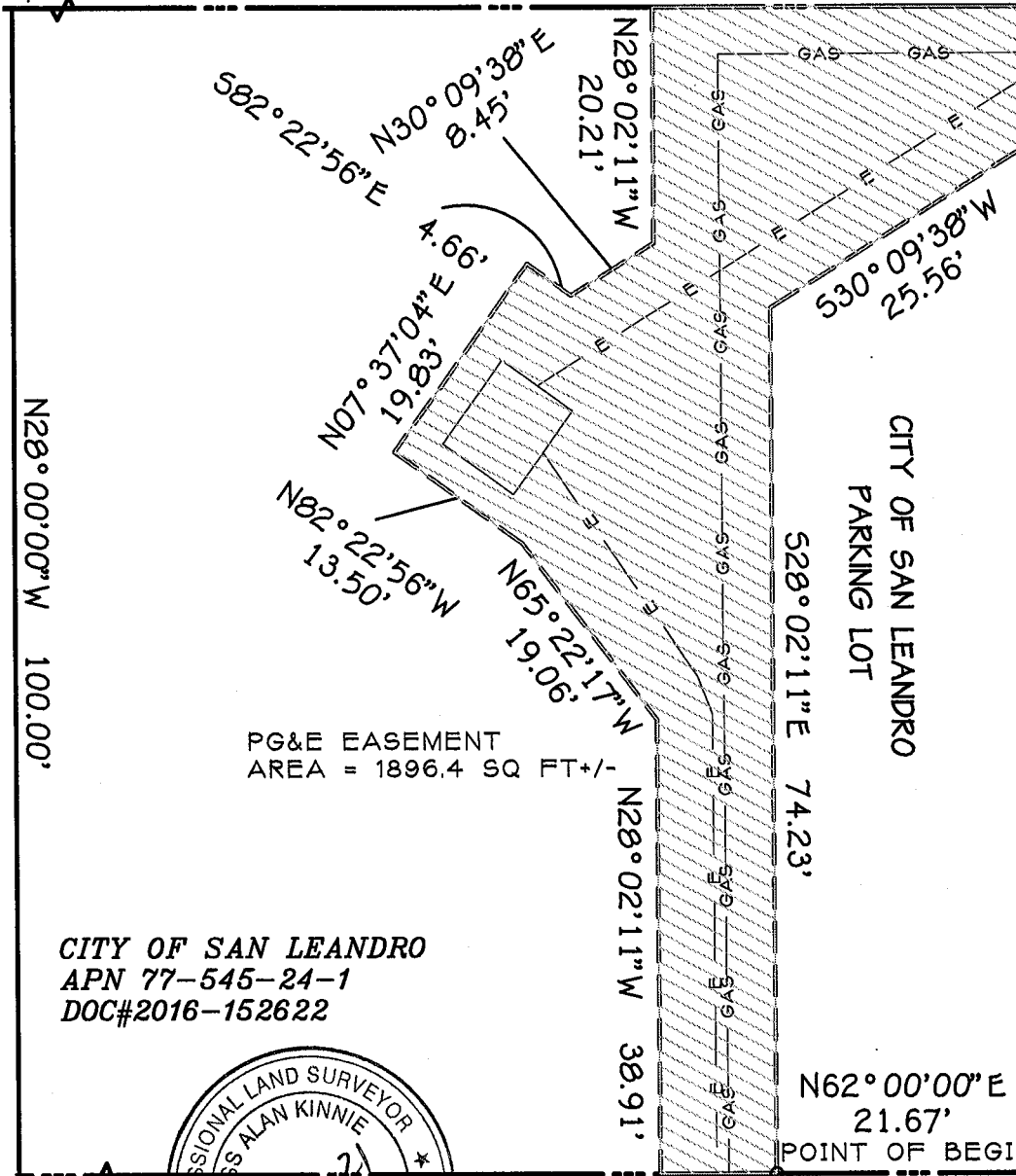
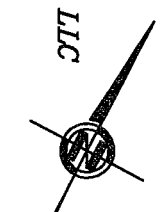
N62°00'00"E 31.73'

528°00'00"E  
12.28'

528°00'00"E 100.00'

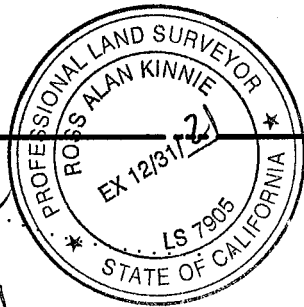
WANNAWIN SAN LEANDRO LLC  
APN 77-545-22-1  
DOC#2019102162

SCALE 1" = 16'



PG&E EASEMENT  
AREA = 1896.4 SQ FT +/-

CITY OF SAN LEANDRO  
APN 77-545-24-1  
DOC#2016-152622



Handwritten initials and date: RK 9/3/21

S62°00'00"W 152.50'  
BASIS OF BEARINGS

WEST JUANA STREET (80 feet wide)

PLAT TO ACCOMPANY DESCRIPTION  
EXHIBIT "B" PG&E EASEMENT

ACCURATE LAND SOLUTIONS  
1271 WASHINGTON AVE, #533  
SAN LEANDRO, CA 94577  
510-553-9700  
RK@ACCURATELANDSOLUTIONS.COM