

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# 2101-03-10021

EASEMENT DEED

CITY OF BRENTWOOD, a Municipal Corporation of the State of California

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, and limited to electric and communication facilities, together with a right of way therefor, on, over, 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 Brentwood, County of Contra Costa, State of California, described as follows:

(APN 018-200-002)

The parcel of land described in the deed from Jane Ann Laird to the City of Brentwood, a Municipal Corporation dated January 26, 1990 and recorded in Book 15636 Official Records at page 562, Contra Costa County Records.

The easement area is described as follows:

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

Grantor further grants to Grantee the right, from time to time, and with prior coordination of the City of Brentwood Parks and Recreation Department, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area.

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.

Grantee hereby covenants and agrees:

- a) to promptly backfill any excavations made by it on the easement area and repair any damage it shall do to Grantor's improvements and utilities; and
- b) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or 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.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted.

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 BRENTWOOD, a Municipal Corporation of the State of California

By _____
Tim Y. Ogden, City Manager

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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

In the City of Brentwood, County of Contra Costa, State of California, being a portion of the land described in the Grant Deed recorded February 2, 1990 in Book 15636, Page 962 of Official Records in the office of the County Recorder of said County, being a 33.00 foot wide strip of land, the southerly line of said strip of land described as follows:

Commencing at a punched 2-1/2 inch brass disc stamped "City of Brentwood" for the centerline intersection of Sunset Road, 40.00 feet wide, and Garrin Parkway, variable width, as shown on Parcel Map MS 364-05 filed in Book 198, Page 9 through 17, inclusive, of Parcel Maps in the office of the County Recorder of said County, which is distant North 00°01'33" West, 243.16 feet from a punched 2-1/2 inch brass disc in well, stamped "LS 7176" as shown on said Parcel Map; thence leaving said intersection and along the northerly prolongation of said centerline of Garrin Parkway,

- (a) North 00°01'33" West, 20.00 feet to a point on the common line between the southerly line of said Grant Deed and the northerly right-of-way line of Sunset Road; thence along said common line,
- (b) North 89°58'49" East 86.21 feet to the **True Point of Beginning**; thence continuing along said common line,
- (1) North 89°58'49" East, 70.00 feet to the **Point of Termination**.

Containing 2,310 square feet, more or less.

Basis of Bearings: Bearings shown hereon are based on the centerline of Garrin Parkway between found monuments described as "N00°01'26"W 243.16'", as shown on Parcel Map MS 364-05, in Book 198, Pages 9 through 17, inclusive, of Parcel Maps, measured as North 00°01'33" West derived from VSN (GPS) observations collected on August 23, 2021.

This real property description and accompanied Exhibit "B" has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

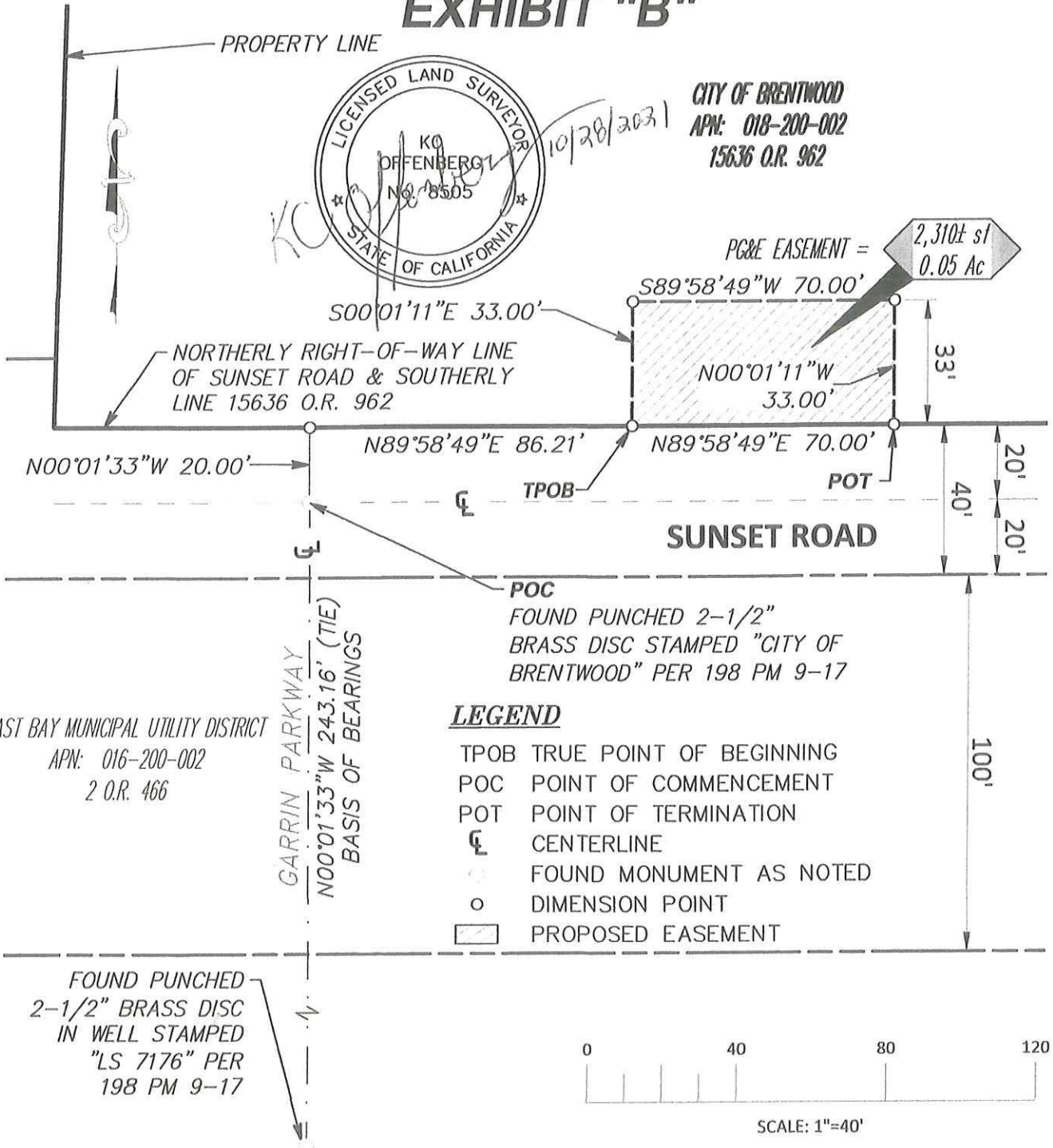
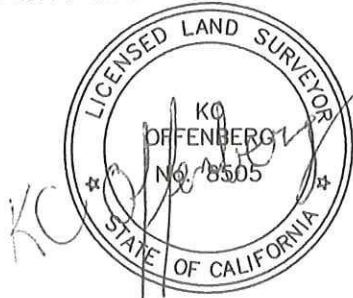


KC Offenberg
KC Offenberg, LS 8505

10/28/2021
Date

EXHIBIT "B"

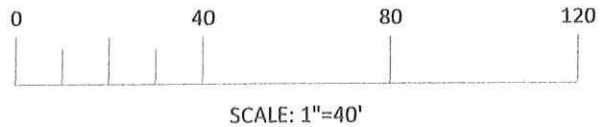
CITY OF BRENTWOOD
 APN: 018-200-002
 15636 O.R. 962



EAST BAY MUNICIPAL UTILITY DISTRICT
 APN: 016-200-002
 2 O.R. 466

LEGEND

- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- ☒ CENTERLINE
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ PROPOSED EASEMENT



BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF GARRIN PARKWAY BETWEEN FOUND MONUMENTS DESCRIBED AS "N00°01'26"W 243.16'", AS SHOWN ON PARCEL MAP MS 364-05, IN BOOK 198, PAGES 9 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, MEASURED AS N00°01'33"W DERIVED FROM VSN (GPS) OBSERVATIONS COLLECTED ON AUGUST 23, 2021.

Applicant: PACIFIC GAS & ELECTRIC EASEMENT				SCALE 1"=40'	DATE OCT. 2021
SECTION S 1/2 SEC. 6	TOWNSHIP 1N	RANGE 3E	MERIDIAN M.D.M.	COUNTY OF: CONTRA COSTA CITY OF: BRENTWOOD	
PLAT MAP REFERENCES PARCEL MAP MS 364-05 198 PM 9-17				F.B.: N/A DR.BY: SMB CH.BY: KC	
			MARK THOMAS	DIABLO DIVISION	35029923 DRAWING NO.

Administrative Block

Attach to LD 2102-03-10021

The Area, Region or Location Area 2, Diablo Division

Land Service Office: Concord RMC

Line of Business: 43 (Electric Distribution)

Business Doc Type: Easements

MTRSQ: (21.01.03.06.33)

FERC License Number(s): N/A

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

PLAT NO. C1920

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 86 (Utility Easements)

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed): N/A

Order # or PM #: 35029923 Ops 3200

JCN: N/A

County: Contra Costa

Utility Notice Numbers: N/A

851 Approval Application No. _____ N/A _____ Decision _____ N/A _____

Prepared By: RKA8

Checked By: A5SZ

(This page must be recorded with document)