12/14/2021

SEW, LLC
Steve Wilkinson
2156 O'Toole Ave. Suite L
San Jose, CA 95131

SUBJECT: OFFER TO PURCHASE OVERHEAD ELECTRIC EASEMENT
SITE: 2265 Lafayette St.Santa Clara, CA APN: 224-03-080
Memorex Loop Project

Dear Mr. Wilkinson:

The City of Santa Clara, acting by and through its municipally owned utility, Silicon Valley Power (SVP) is currently pursuing acquisition of power line easements for the Memorex Loop Project ("Project"). The power lines that are proposed to be built for the project requires the acquisition of property rights affecting approximately 1,200 square feet over a portion of your property located at 2265 Lafayette St., Santa Clara, CA ("Property").

SVP's primary objective of the Memorex Loop Project is to increase system capacity and reliability. The majority of the new 60 kilo-volt (kV) transmission line would be constructed along Shulman Avenue, Memorex Drive, Ronald Street, Di Giulio Avenue and Lafayette Street. The project is anticipated to be completed in 2023.

SVP designs its transmission system so that a loss of a single transmission line does not result in the loss of power for its customers. This design philosophy ensures the maximum reliability for its customers. As the power demands of the City grow, so does the necessity to construct infrastructure upgrades, such as this project, to continue to maintain this level of service reliability and increase the power capacity to support load growth and development. SVP is proactive about addressing future reliability issues and committed to providing the best service reliability for its customers.

Our title information shows SEW, LLC, a California limited liability company to be the owner of the property located at 2265 Lafayette St., Santa Clara, CA. This property is within the Project area, and is also identified by the County Assessor as Parcel No. 224-03-080.

Subject to, and upon the terms and conditions set forth herein, SVP offers to purchase an easement over your property, as defined in the Easement Deed attached hereto. SVP hereby offers the sum of Twenty Five Thousand Five Hundred Dollars ($25,500) as just compensation for the acquisition of the easement.

It is the policy of SVP to acquire property interests that are in private interests through voluntary purchase, if possible, and only when it is necessary to do so. In accordance with applicable law, SVP has obtained, reviewed and approved an appraisal to establish the fair market value of the property to be acquired. The attached Appraisal Summary outlines the basis for this offer pursuant to Government Code §7267.2.

Pursuant to Code of Civil Procedure §1263.025, SVP offers to pay your reasonable costs up to five thousand dollars ($5,000) for an independent appraisal of the property interests. By law, an appraiser licensed by the Office of Real Estate Appraisers must prepare the independent appraisal. Although you are not required to obtain an appraisal at this time, or at all, if you believe such appraisal can assist you in evaluating this offer, it is in your interest to obtain an independent appraisal as expeditiously as possible. If you choose to obtain an appraisal, please forward SVP an invoice from your appraiser, identifying the Property at 2265 Lafayette St., Santa Clara, CA is the subject of the appraisal and the fee charged.

Materials enclosed for your information include:

• An Easement with Exhibit showing the location of the acquisition area(s);
• The Appraisal Summary for your easement area.

The agent assigned to your property and to whom you will be working with is John Timmins who can be reached at (801) 244-3707 or by email at john.timmins@eciusa.com. Please contact him if you have any questions or if you wish further clarification of this offer.

If you are agreeable to the purchase amount of this offer, please indicate your acceptance by signing in the space provided below and return an original signed copy of this letter to Mr. Timmins using the postage paid return envelope, which is enclosed, for your use. Upon receipt of your acceptance of this purchase offer amount, a contract for sale (Purchase and Sale Agreement) and escrow instructions will be prepared for your execution. SVP will pay all of the conveyance and escrow costs. All taxes and assessments, if any, will be pro-rated, and possession will be delivered to SVP at the close of escrow.

Sincerely,

Manuel Pineda P.E.
Assistant City Manager / Chief Electric Utility Officer

Enclosures:

SVP Easement with Exhibit
Appraisal Summary
Postage paid return envelope

ACCEPTANCE OF OFFER

This offer, dated 12/14/2021 from the City of Santa Clara acting by and through its municipally owned utility, Silicon Valley Power, for $25,500 is accepted as the purchase amount for the acquisition of the aforementioned Overhead Electric Easement. By signing below, I am also affirming that I am authorized to accept this offer.

Owner's Name

By:_____

Name:_____

Title:_____

Date:_____

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

2265 Lafayette Street & APN 224-03-080
Santa Clara, California

For valuable consideration, the receipt of which is hereby acknowledged, **SEW, LLC, a California limited liability company** (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: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

APPROVED FOR FORM:

_____

Brian Doyle
City Attorney

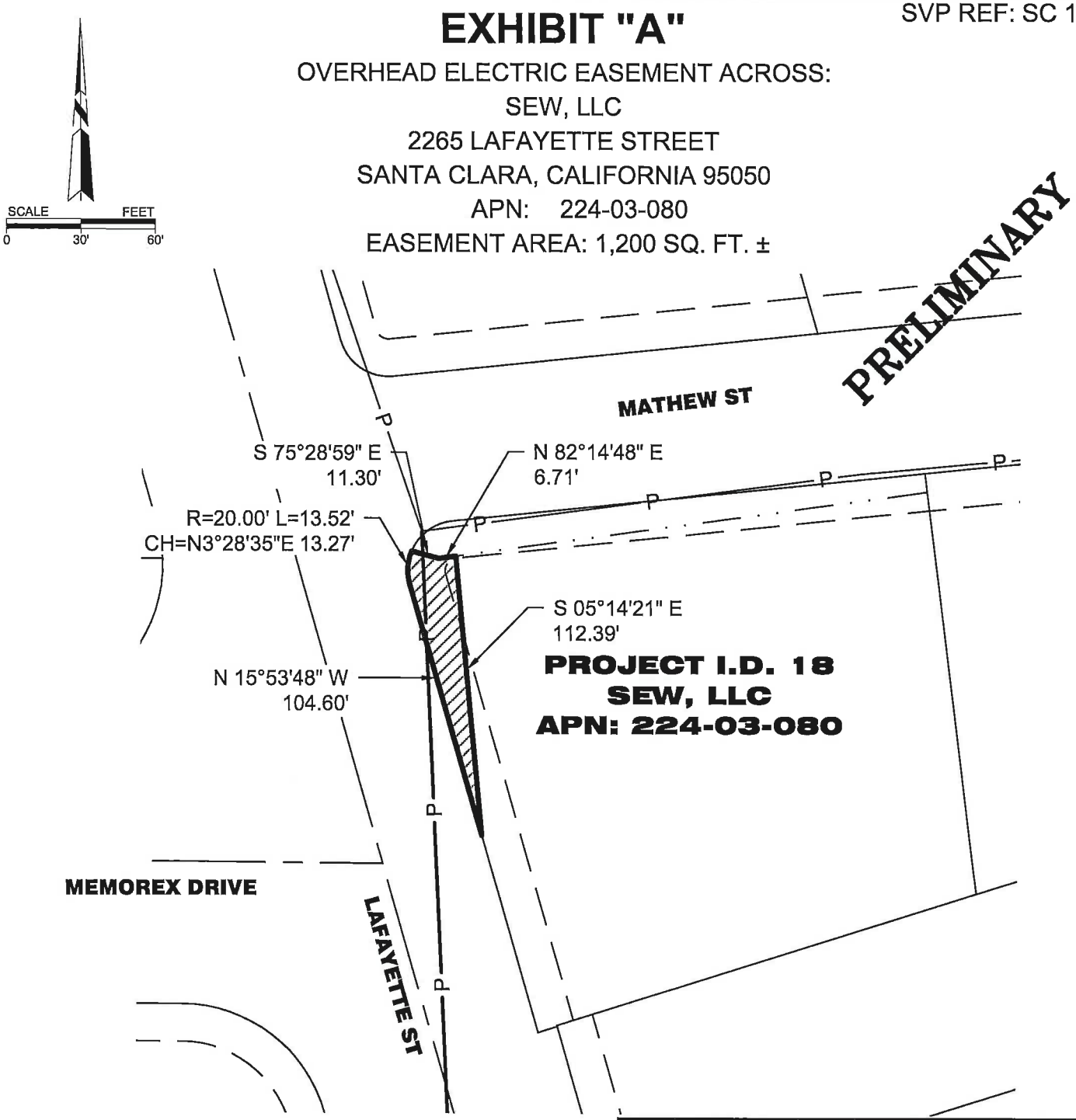
"OWNER" APN APN 224-03-080 (2021-11)

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.

SVP REF: SC 1X-1XX

EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:
SEW, LLC
2265 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-03-080
EASEMENT AREA: 1,200 SQ. FT. ±



LEGEND

- EASEMENT AREA = 1,200 SQ. FT. ±
- ROADWAY PLATTED CENTERLINE
- POWERLINE REFERENCE LINE
- EXISTING EASEMENT LINE
- BUILDING SETBACK 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: 3-10-21	SCALE: 1" = 60'	BY: AGD	CHK: GHH	APP: JJC

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

SEW, LLC
APN: 224-03-080
2265 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050

SILICON VALLEY POWER.
CITY OF SANTA CLARA

SHEET: 2 of 2

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PROPERTY ADVISORS

Appendix A

April 12, 2021

City of Santa Clara
Memorex Loop Project
Appraisal Summary Statement And
Summary of the Basis for Just Compensation
(Pursuant to Government Code Section 7267.2)

The following is a statement of and summary of the basis for the appraisal and the amount that Silicon Valley Power has established as just compensation required by California Government Code Section 7267.2. The appraisal on which this summary is based was made in accordance with accepted appraisal principles, consistent with California valuation law.

The purpose of this appraisal is to estimate the fair market value of the proposed acquisition appraised. Section 1263.320 of the Code of Civil Procedure defines fair market value as:

A. *The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.*

B. *The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.*

The date of value is March 18, 2021, which was the date of inspection.

The intended use of this appraisal is to provide information on the value of the acquisition for the Silicon Valley Power Project, which is called the Memorex Loop Project. The intended user is Silicon Valley Power and Electrical Consultants, Inc. (ECI).

The scope of work included inspecting the property, research and analysis of comparable data, and highest and best use analysis.

The appraised rights are further identified as follows:

1) The fair market value of a 1,200 -square-foot permanent powerline easement.

Statement of the Amount Established as Just Compensation

The amount Silicon Valley Power has established as just compensation for the property rights described in the accompanying offer is: **$25,500 (Twenty-Five Thousand Five Hundred Dollars).**

Summary of Basis for the Amount Established as Just Compensation

This Summary of the Basis for the Amount Established as Just Compensation (prepared pursuant to Government Code Section 7267.2) is a summary of the appraisal used by Silicon Valley Power to determine the amount it established as just compensation for an easement.

(A) Property Identification – Subject Property

Owner of Record:	SEW LLC
Assessor's Parcel Numbers (APNs):	Santa Clara County Assessor's Parcel Number (APN) 224-03-080
Property Address:	2265 Lafayette Street, Santa Clara, Santa Clara County, CA 95050
Property Transfers in the Past Three Years:	The Larger Parcel has not sold in the past three years.
General Character of Interest Being Appraised:	Easement
Larger Parcel Land Size:	37,461 square feet
Improvements:	There is an existing industrial building on the property.
Topography:	Level
Shape:	Generally rectangular
Access:	Access to the Larger Parcel is available off of Lafayette

	Street and Mathew Street.
Utilities:	Typical municipal and public utilities are available.
Environmental Conditions:	We did not receive a Phase I report for the Subject Property, and we assume there are no adverse environmental conditions.
Date of Valuation:	March 18, 2021
Highest and Best Use	The most probable use of a property which is physically possible, appropriately justified, legally permissible, financially feasible, and which results in the highest value of the property being valued.
Highest and Best Use – As If Vacant:	Industrial development
Highest and Best Use – As Improved:	Existing use
Present Use Subject Property:	The Larger Parcel is currently used as an industrial property.
Applicable Zoning:	MH, Heavy Industrial

(B) Approaches Used in the Appraisal

We employed the "before" and "after" methodology for the Larger Parcel. In the "before" condition, we have not considered the Project.

In the "after" condition, we have considered the impacts attributed to the proposed easement and the Project.

Three methods of valuation can be applied to the appraisal of land. The most often used approach is the Direct Sales Comparison Approach. This method involves the comparison of the subject with recent sales of comparable properties.

A second method of land appraisal is the Land Development Approach. This approach involves estimating the development costs of installing all utilities and off-sites. These costs can be subtracted from a known improved lot value (established by sales comparison) to arrive at an estimate of raw land value or added to the known raw land value to arrive at the value of an improved site.
The third method employed is an Income Residual Method. An estimate is made of the potential net income, which can be earned from the site improved with buildings. The cost of these improvements

is estimated to determine the portion of the income needed to supply a fair return on these costs. The residual income is available for a return on the land. Therefore, this income is capitalized into an indicated land value.

For purposes of this appraisal, the Sales Comparison Approach has been employed. Sufficient sales data was available that it was felt this method yielded a reliable result. This is the method that would most often be applied by a typical buyer of this type of property. The comparable sales are provided in Exhibit A.

Sales Comparison Approach

The sales comparison approach is used to derive a value indication by comparing the property being appraised to similar properties that have sold recently, applying appropriate units of comparison, and making adjustments to the comparables based on the elements of comparison.

Based on our analysis of sale comparables provided in Exhibit A, we estimate the land value of the Larger Parcel to be $3,184,185 (land only). This is based on a price per square foot of land of $85 x 37,461 square feet.

(C) Value of Part Taken

We have valued the part taken next. This consists of the value of the permanent easement.

Permanent Easement

In the "after" condition, the highest and best use of the Larger Parcel remains for continuation of the existing use.

For this valuation, the rationale for estimating the easement value can be shown as an equation:

Fee simple land value x % of fee rights being acquired = easement value

Based on our experience, an easement that is solely for subsurface utilities, as one example, may command a 10-35% share of the fee rights. As another example, exclusive control of surface rights may capture 90-100% of the fee simple value.

The subject is a perpetual easement. The grantor has significant remaining rights at the surface, landscaping, parking and signage for example. We estimate that the easement encumbers 25% of the total bundle of rights.

Therefore, the fair market value for the permanent easement is estimated at **$25,500,** or 1,200 square feet x $85 x 25%.

No steel poles will be placed in the easement area. No trees will be removed on the Larger Parcel.

(D) Severance Damages/Benefits Analysis

Severance damages and benefits involve measuring the effect that the "acquisition" and "Project" have on the value of the property remaining, i.e., on the "remainder."

The acquisition is not expected to result in any severance damages to the remainder.

The highest and best use of the Larger Parcel upon partial acquisition is unchanged, relative to the "before" condition. We have not identified any damages from the Project.

Benefits result when the value of the remainder increases because of either the Project or the acquisition. Any resulting benefits are offset only against severance damages and not against acquisition value.

Each case for benefits is unique. In the case of the subject, we envision that the electric utility upgrades would be superior relative to the existing conditions. Since we have not identified any severance damages, we have not quantified any potential benefits.

(E) Conclusion of Just Compensation and Value in the "After" Condition

The market value of the acquisition is shown on the following page.

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Summary of Valuation		
A. Land Value of the whole before acquisition: (37,461 SF x $85 PSF)		$3,184,185
B. Value of the part acquired as part of the whole:		$25,500
Permanent Easement ($85 x 1,200 SF x 25%)	$25,500	
Site Improvements (e.g. trees)	$0	
C. Value of the remainder as part of the whole: (Line A less Line B)		$3,158,685
D. Value of the remainder after the acquisition and before consideration of benefits (Line C - Line E)		$3,158,685
E. Severance Damages/Cost to Cure		$0
F. Value of the remainder after the acquisition and after considering benefits		$3,158,685
G. Benefits (Line F less Line D)		0
H. Net Damages or Net Benefits (Line E minus Line G)		$0
Plus: TCE:		$0
Total		$0
I. Market Value of the Acquisition (Just Compensation) (Line B plus Line H)		$25,500
		$0
Subtotal		$25,500
Rounded		**$25,500**

The resulting land value of the remainder in the "after" condition is $3,158,685 or $3,184,185 - $25,500.

The fair market value for the acquisition is, **$25,500** as summarized below:

Value Conclusions: 2265 Lafayette Street

	Permanent Aerial Easement	Site Improvements	Net Severance Damages	Total Fair Market Value
Value Type	Fair Market Value	Fair Market Value	Fair Market Value	Fair Market Value
Property Rights Appraised	Permanent Easement			Acquisition
Date of Value	March 18, 2021	March 18, 2021	March 18, 2021	March 18, 2021
Fair Market Value	**$25,500**	**$0**	**$0**	**Total: $25,500 (rounded)**

The previous is a summary of the appraisal prepared at the request of Silicon Valley Power to comply with Government Code Section 7267.2 that fairly and correctly states my opinions and knowledge.

Dated: April 12, 2021

Addenda

Exhibit A: Land Sales
Exhibit B: Easement Exhibit

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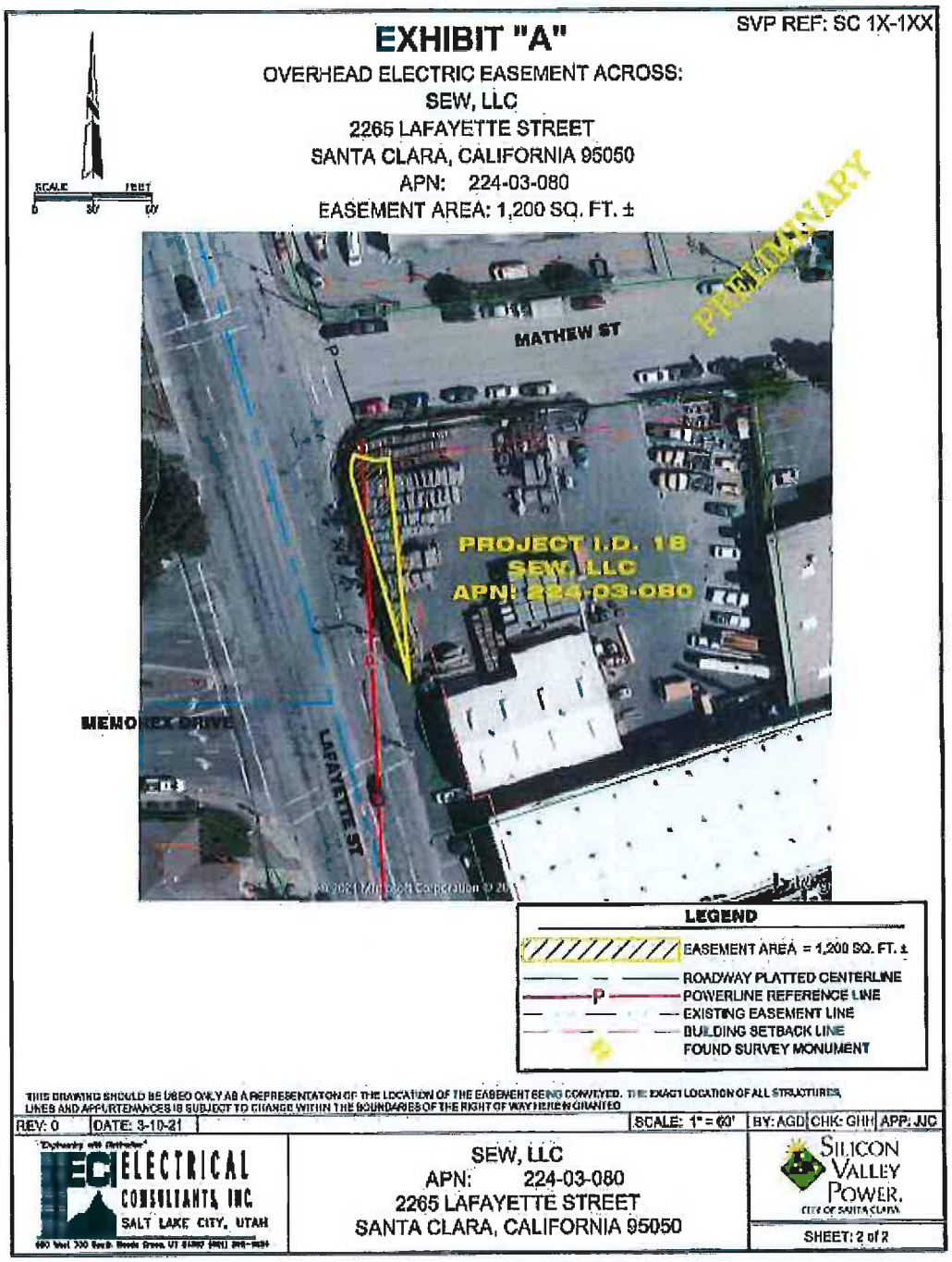
Exhibit A: Land Sales

Comparable Sales Summary

Comp No.	Address	COE date	Land SF	Sale Price	Price per SF of Land	Grantor / Grantee and Recording #
1	1015 Martin Avenue Santa Clara APN: 224-60-006	Mar-19	196,020	$16,000,000	**$81.62**	Hertz Corp. 1015 Martin Avenue LLC Recording # 0024143167
2	2380 Lafayette Street Santa Clara APN: 224-63-018, 019, 020	Jun-20	264,409	$21,500,000	**$81.31**	Lack Properties DiNapoli Family LP Recording # 0024275020
3	720 Comstock Street Santa Clara APN: 224-36-025	Oct-18	7,100	$570,000	**$80.28**	Jeff Olsen Parker Albansese I LLC Recording # 0024065356

Valbridge
PROPERTY ADVISORS

Exhibit B: Easement Area



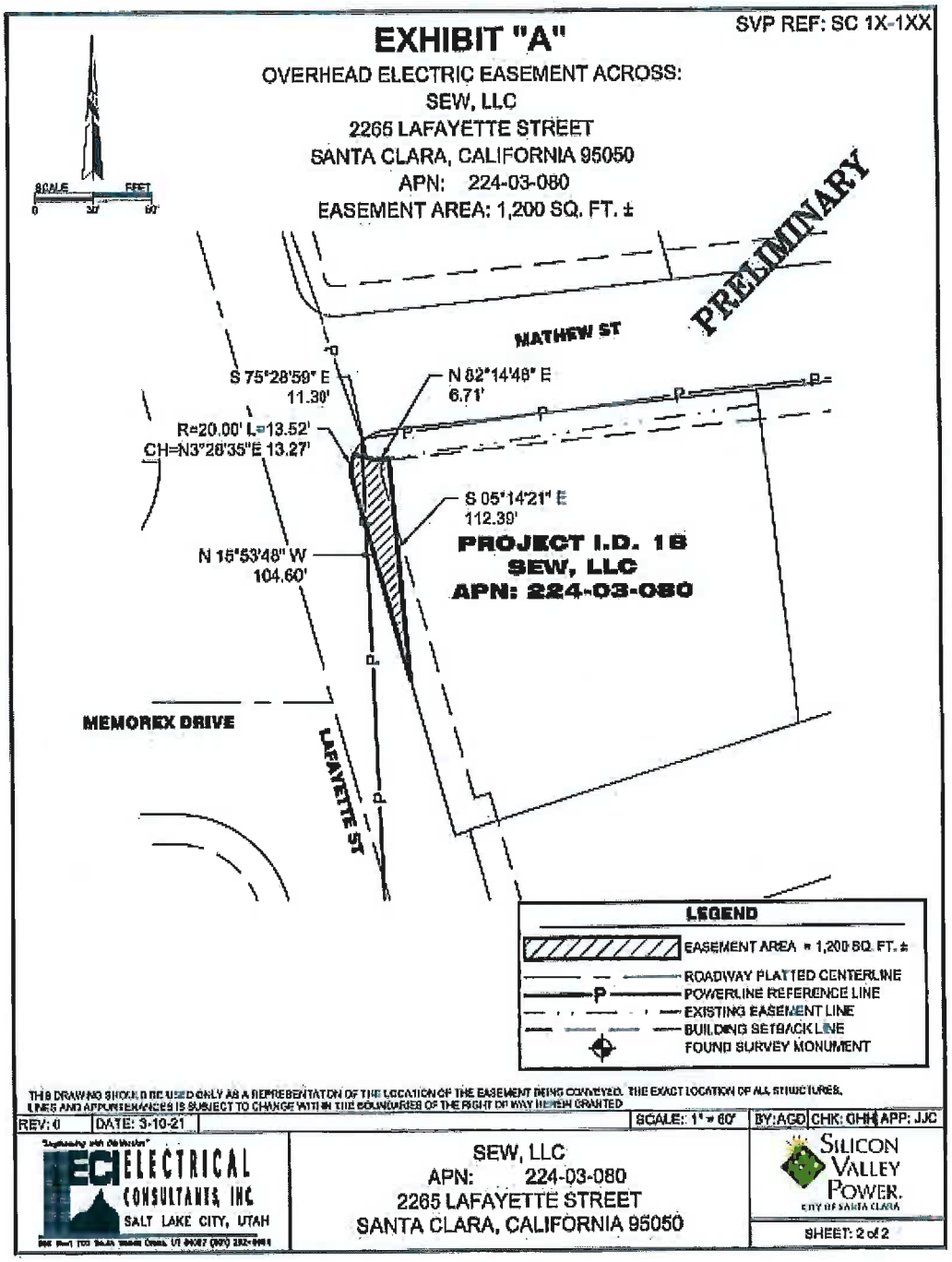


EXHIBIT "A"
SVP REF: SC 1X-1XX
OVERHEAD ELECTRIC EASEMENT ACROSS:
SEW, LLC
2265 LAFAYETTE STREET
SANTA CLARA, CALIFORNIA 95050
APN: 224-03-080
EASEMENT AREA: 1,200 SQ. FT. ±
SCALE
FEET
0
30'
60'
PRELIMINARY
MATHEW ST
S 75°28'59" E
11.30'
N 82°14'48" E
6.71'
R=20.00' L=13.52'
CH=N3°28'35"E 13.27'
S 05°14'21" E
112.39'
N 15°53'48" W
104.60'
PROJECT I.D. 18
SEW, LLC
APN: 224-03-080
MEMOREX DRIVE
LAFAYETTE ST
LEGEND
EASEMENT AREA = 1,200 SQ. FT. ±
ROADWAY PLATTED CENTERLINE
POWERLINE REFERENCE LINE
EXISTING EASEMENT LINE
BUILDING SETBACK 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
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SILICON VALLEY POWER
CITY OF SANTA CLARA
SHEET: 2 of 2