

RECORDING REQUESTED BY

TH Grand Street, LLC

AND WHEN RECORDED MAIL TO

TH Grand Street, LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Pursuant to Government Code Section 27383, Grantee is exempt from paying recording fees.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("**Easement**"), made by and between THE CITY OF ALAMEDA, a municipal corporation ("**Grantor**"), and TH GRAND STREET, LLC, a California limited liability company ("**Grantee**").

WITNESSETH:

Grantor, for a good and valuable consideration, hereby grants to Grantee and to its successors and assigns, a perpetual easement for the purpose of constructing, maintaining, and using the facilities for an emergency vehicle access under the real property of Grantor at the location described in **Exhibit A** and shown on **Exhibit B** (the "**Easement Area**"), attached hereto and made a part hereof.

This Easement, as described above, is granted by Grantor and accepted by Grantee upon the following terms and conditions, and Grantee does hereby covenant with Grantor as follows:

1. In consideration of the rights granted herein Grantee agrees to construct the public improvements associated with PWD23-0003.
2. Grantee shall construct an emergency vehicle access on Clement Avenue.
3. Grantee hereby acknowledges that fee title to the Easement Area is held by Grantor and Grantee agrees never to assail or to resist said title.

4. Grantor and Grantor's heirs, successors or assigns shall not approve any request to build a structure or building within the Easement Area.
5. The above paragraph notwithstanding Grantor and Grantor's successors and assigns reserve the right to approve, construct and maintain on or over the Easement Area surface improvements associated with the emergency vehicle access drive.
6. Grantee, for itself and its successors and assigns, hereby warrants to defend (with counsel acceptable to Grantor) and agrees to hold harmless and indemnify Grantor, its council members, commission members, agents, officers, attorneys, employees, heirs, successors and assigns, free from any and all claims, liabilities, expenses and damages of every kind, nature or description, including without limitation, those applicable to real property and persons or parties, including but not limited to Grantee's employees and Grantor's employees, caused by the acts, omissions, intention or negligence, whether active or passive, of Grantee, its contractors, agents, employees, invitees and suppliers, in any way related to or arising from rights and obligations granted herein and the Easement. This warranty does not apply to liabilities, expenses and damages arising in connection with this Easement resulting solely from Grantor's gross negligence or intentional misconduct.

TO HAVE AND TO HOLD, all and singular, the rights above described unto Grantee and Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Easement this _____ day of _____, 20_____.

THE CITY OF ALAMEDA,
a municipal corporation

By: _____

Jennifer Ott
City Manager

Approved as to form – City Attorney

By: _____

Len Aslanian
Assistant City Attorney

OCTOBER 11, 2023
JOB NO.: 3333-000

**LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT
CITY OF ALAMEDA PROPERTY
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 29, AS SAID PARCEL 29 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 2938, FILED JULY 19, 1983, IN BOOK 138 OF PARCEL MAPS, AT PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERN CORNER OF SAID PARCEL 29;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 29, NORTH 60°12'25" WEST 9.00 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 29°47'35" EAST 10.90 FEET TO A POINT ON THE SOUTHEASTERN LINE OF SAID PARCEL 29;

THENCE, ALONG SAID SOUTHEASTERN LINE, SOUTH 09°45'00" EAST 14.13 FEET TO SAID POINT OF BEGINNING.

CONTAINING 49 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

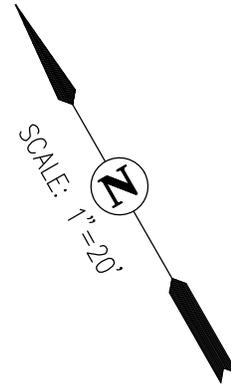
END OF DESCRIPTION

PRELIMINARY

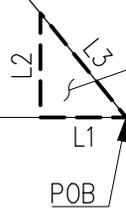
SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

CITY OF ALAMEDA
 PARCEL 29
 138 PM 76

PARCEL 5
 DN 2023-052339



EMERGENCY VEHICLE
 ACCESS EASEMENT
 49 SF±



LINE TABLE		
NO	BEARING	LENGTH
L1	N60°12'25"W	9.00'
L2	N29°47'35"E	10.90'
L3	S09°45'00"E	14.13'

CLEMENT AVENUE

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENT
 CITY OF ALAMEDA PROPERTY
 ALAMEDA, CALIFORNIA

OCTOBER 11, 2023



SAN RAMON (925) 866-0322
 ROSEVILLE (916) 788-4456
 WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

Parcel Map Check Report

Parcel Name: Site 1 - EVAE

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,110,150.2859'

East: 6,054,591.4414'

Segment# 1: Line

Course: N60°12'25"W

Length: 9.00'

North: 2,110,154.7577'

East: 6,054,583.6309'

Segment# 2: Line

Course: N29°47'35"E

Length: 10.90'

North: 2,110,164.2170'

East: 6,054,589.0468'

Segment# 3: Line

Course: S9°45'00"E

Length: 14.13'

North: 2,110,150.2911'

East: 6,054,591.4397'

Perimeter: 34.02'

Area: 49Sq.Ft.

Error Closure: 0.0055

Course: N17°35'47"W

Error North : 0.00521

East: -0.00165

Precision 1: 6,187.27