

RECORDING REQUESTED BY

East Bay Municipal Utility District

AND WHEN RECORDED MAIL TO

East Bay Municipal Utility District

P. O. Box 24055 - MS #903

Oakland, CA 94623

Attn: Real Estate Services (AS)

R/W 5831 A,B,C

SLCC Towata Park

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs:Portion of 74-955-88

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

R&T 11911 - Consideration is less than \$100

*Certificate of Acceptance Attached***GRANT OF EASEMENT**

THIS GRANT OF EASEMENT ("**Easement**"), made by and between THE CITY OF ALAMEDA, a municipal corporation ("**Grantor**"), and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California ("**Grantee**").

WITNESSETH:

Grantor, for a good and valuable consideration, hereby grants to Grantee and to its successors and assigns, a perpetual underground easement and utility crossing right-of-way for the purpose of constructing, installing, repairing, maintaining, operating and using the facilities necessary for the transmission and distribution of utilities, including the construction of a tunnel, a pipeline and all necessary braces, connections, fastenings and other equipment in connection therewith, 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 pay the sum of One Thousand Six Hundred Dollars (\$1,600) to Grantor.
2. Grantee shall drill a tunnel under Grantor's property in the Easement Area to house a 30" water pipeline within a casing pipeline at a depth ranging from 40' to 170'.
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 within the Easement Area, such as, but not limited to, a bridge or pier, if such structure would materially interfere with the use of the Easement Area for the purposes described herein.
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 structures that are for the protection, mitigation, and adaptation of sea level rise, including but not limited to a sea wall and/or a levee, which will be subject to the Grantee's review and satisfaction that it will not interfere with the use of the Easement Area for the purposes described herein.
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

EXHIBIT "A"
LEGAL DESCRIPTION
AFFECTING LANDS OF THE CITY OF ALAMEDA
"TOWATA PARK"

EASEMENT

Real property situated in the City of Alameda, County of Alameda, State of California, being a portion of Parcel 2 (APN: 74-955-88) as described in the Director's Deed from The State of California to the City of Alameda, as instrument number 76-056559, at Reel 4327 of Deeds Image 334 (Re 4327 Im 334), recorded April 14, 1976, in the office of Official Records of Alameda County, more particularly described as follows:

All that portion of said Parcel 2 lying within that strip of land 25.00 feet wide, the centerline of which is described as follows:

COMMENCING at the City Monument designated as "OTIS-MARK" as shown on that Record of Survey No. 1398, filed July 31, 1996, in Book 20 of Records of Survey at Page 94 (20 RS 94), in the office of Official Records of Alameda County, with said City Monument lying North 00°36'03" West 1,216.56 feet from the City Monument designated as "MAIT-HARB" as shown on the map titled "Property of Utah Construction Company Bay Farm Island", filed August 13, 1956, in Book 40 of Maps at Page 53 (40 M 53), in the Office of the Recorder of the County of Alameda; thence North 08°36'37" East 334.36 feet to the **POINT OF BEGINNING** of said centerline; thence along said centerline the following three (3) courses:

1. South 02°33'22" West 1004.87 feet to the beginning of a curve concave to the east, having a radius of 1200.00 feet; thence
2. Southerly along said curve through a central angle of 13°43'47", an arc length of 287.55 feet; thence
3. South 11°10'25" East 685.44 feet to a point lying South 19°28'33" East 440.50 feet from said City Monument designated as "MAIT-HARB", and to the **POINT OF TERMINATION** of this description.

Containing 2,740 square feet, more or less.

Bearings and Distances shown for the area described herein are based on the California Coordinate System of 1983 (CCS83), Zone 3. All distances are grid distances. Divide distances by 0.99993387 to obtain ground distances.

EXHIBIT "B" IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, IN OCTOBER 2025.

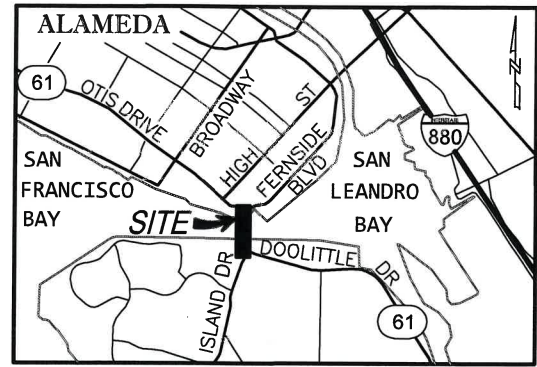
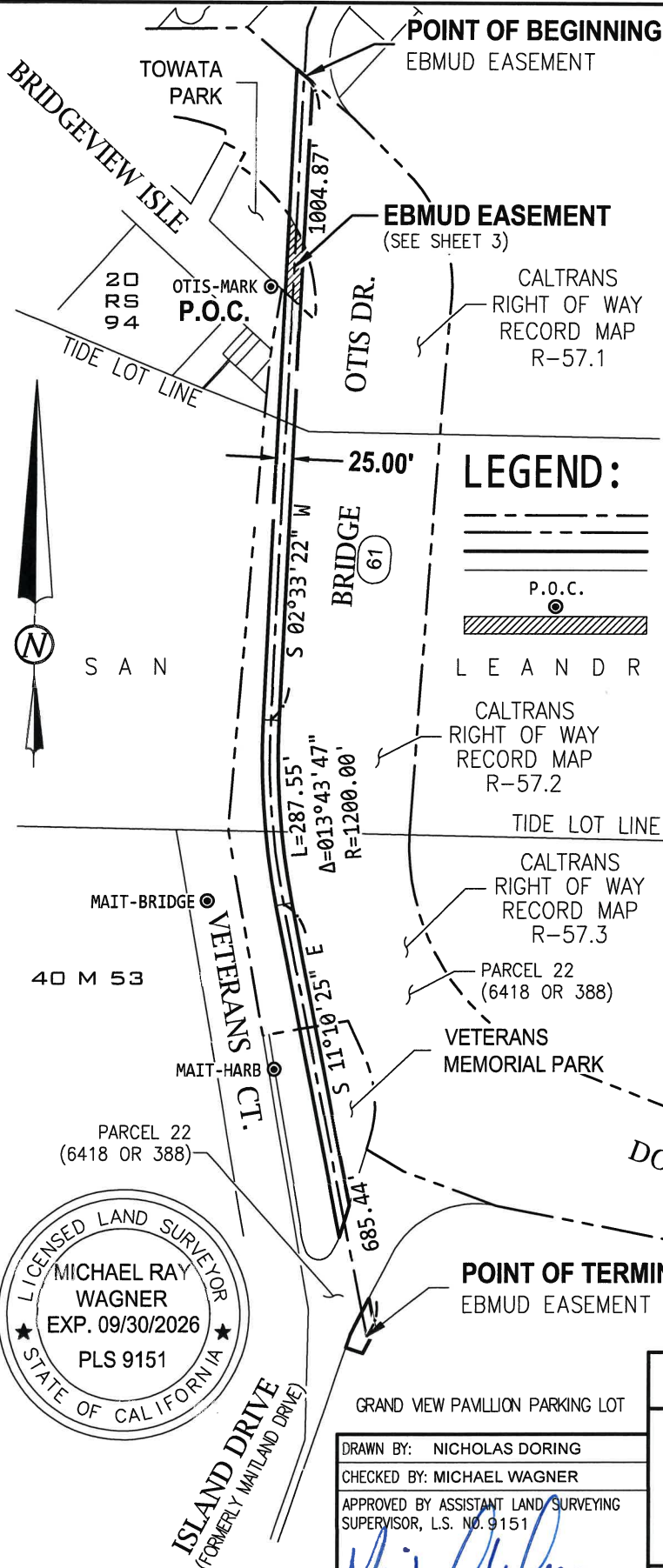


Michael Wagner 10.1.2025

MICHAEL WAGNER, P.L.S. 9151 DATE

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JOB NO. 2015096



VICINITY MAP
(NO SCALE)

INDEX

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

RIGHT OF WAY

EASEMENT CITY OF ALAMEDA TO EBMUD OTIS DRIVE TO ISLAND DRIVE

CITY OF ALAMEDA - COUNTY OF ALAMEDA

SCALE: 1" = 250'

DATE: OCTOBER 1, 2025

EXHIBIT B 1/3

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