

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

R/W 5831 D

Grand View Pavillion Easement

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:Portion of 74-1040-3-21

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:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to the Grantee and to its successors and assigns a perpetual easement and right-of-way for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, as the Grantee may see fit, any facilities necessary for the transmission of utilities, including all necessary braces, connections, fastenings and other appliances and fixtures, in, under, along and across that certain real property 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 Five Thousand Dollars (\$5,000) to Grantor.
2. 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.

3. The Grantor and the Grantor's heirs, successors, or assigns shall not place or permit to be placed on said right-of-way any building or structure, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, and patios nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted.
4. The above paragraph notwithstanding Grantor reserves the right to landscape the easement area in a manner consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees nor a change in the existing surface elevation (grade) of the easement area by more than one (1) foot without first having prior written consent of the Grantee.
5. The Grantee agrees that said utilities shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground.
6. The Grantee agrees upon the completion of any of its works hereunder to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.
7. 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 the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture 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
"CORICA PARK"

EASEMENT

Real property situated in the City of Alameda, County of Alameda, State of California, being a portion of Lot 12, in Section 19, Township 2 South, Range 3 West, Mount Diablo Base and Meridian as said lot is delineated and so designated upon that certain map entitled "Sale Map No. 10 of Salt Marsh and Tide Lands", filed June 9th, 1888, in Book 17 of Maps at Page 30 (17 M 30), in the office of the County Recorder of the County of Alameda, described as follows:

Being a portion of that City of Alameda parcel having an Assessor's Parcel Number of 74-1040-3-21, commonly known as the "Corica Park Golf Course Complex" (formerly Alameda Municipal Golf Course), lying southerly of Doolittle Drive and easterly of Island Drive as they currently exist, more particularly described as follows:

COMMENCING at the City Monument designated as "MAIT-HARB" as shown on that 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 office of Official Records of Alameda County, with said City Monument lying South 00°36'03" East 1,216.56 feet from the City Monument designated as "OTIS-MARK" shown on the 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; thence South 16°14'10" East 430.68 feet to an angle point in the southeasterly line of that parcel described in that Final Order of Condemnation of Parcel No. 22, recorded April 24, 1951, as condemnation No. 228455, in Book 6418 of Deeds at Page 388 (6418 OR 388), in the office of Official Records of Alameda County, with said angle point being at the southerly end of that course described in said Final Order of Condemnation as having a bearing of South 27°30'47" West and a distance of 140.49 feet, with said angle point also being the **POINT OF BEGINNING** of this description; thence northeasterly along said southeasterly line North 27°41'12" East 64.72 feet; thence leaving said southeasterly line South 11°10'25" East 50.00 feet; thence South 27°41'12" West 41.19 feet; thence North 71°05'57" West 28.66 feet to the southeasterly line of

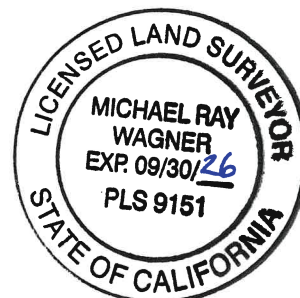
said Parcel No. 22, with said line described as having a bearing of South 18°46'21" West in said Final Order of Condemnation (6418 OR 388); thence along said southeasterly line North 18°56'46" East 20.01 feet to the **POINT OF BEGINNING** of this description.

Containing 1,950 square feet, more or less.

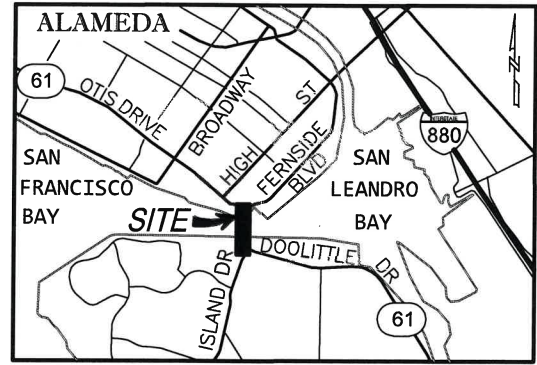
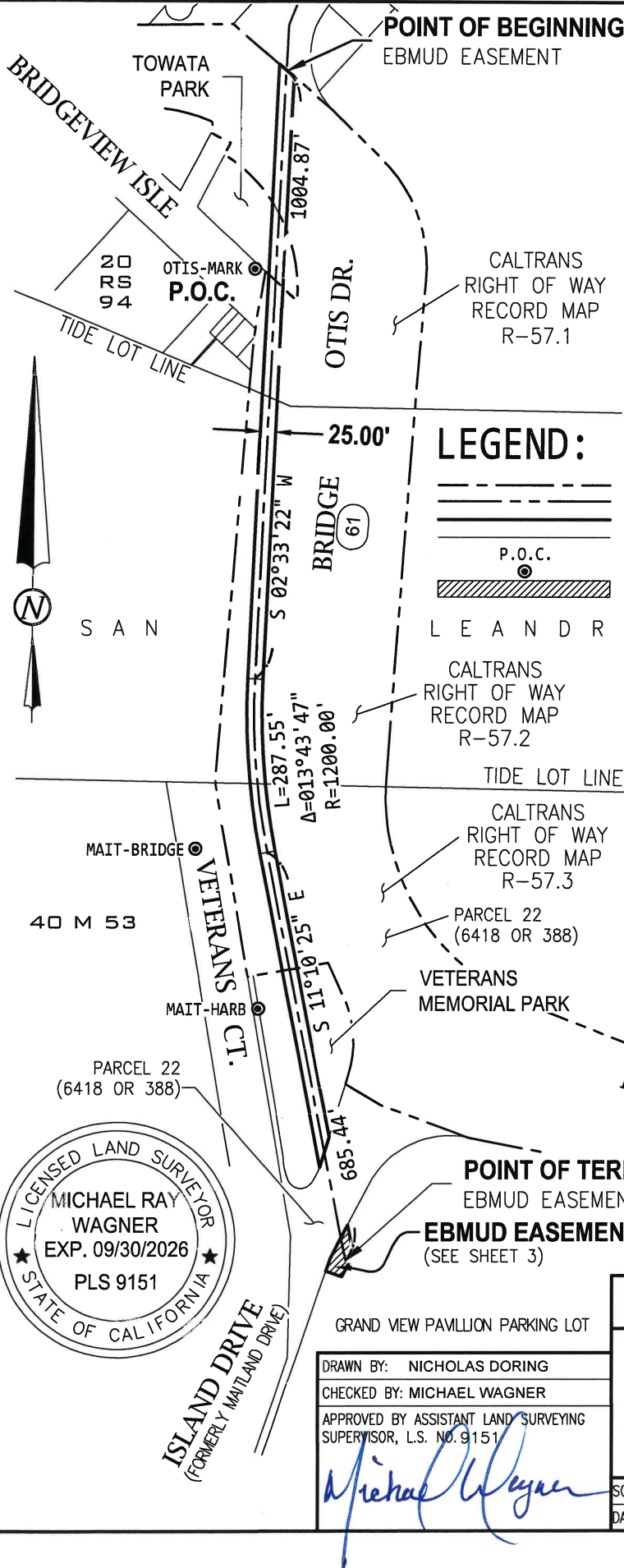
Bearings and Distances shown for the area described herein are based on the California Coordinate System of 1983 (CCS83), Zone 3. All distances are grid distances. Divide distances by 0.99993387 to obtain ground distances.

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.

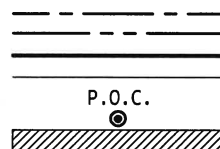


Michael Wagner 10-1-2025
MICHAEL WAGNER, P.L.S. 9151 DATE



VICINITY MAP
(NO SCALE)

LEGEND:



CENTERLINE OF 25' STRIP EASEMENT
CALTRANS RIGHT OF WAY LINE
EXTENTS OF 25' STRIP EASEMENTS TO EBMUD. (SEE NOTES)
PARCEL LINE AND TIDE LOT LINE
POINT OF COMMENCEMENT
SURVEY MONUMENT
PORTION OF EBMUD EASEMENT ON CITY OF ALAMEDA PROPERTY

NOTE:

1. SEE SHEETS 2 FOR ADDITIONAL GEOMETRY OF DESCRIBED 25' STRIP EASEMENT.
2. SEE SHEETS 3 FOR MORE DETAIL.
3. PORTIONS OF EBMUD EASEMENTS SHOWN HEREON, NOT INCLUDED IN EXHIBIT "A" ARE TO BE RECORDED BY SEPARATE INSTRUMENT.



POINT OF TERMINATION
EBMUD EASEMENT

EBMUD EASEMENT
(SEE SHEET 3)

CORICA PARK GOLF
COURSE COMPLEX

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

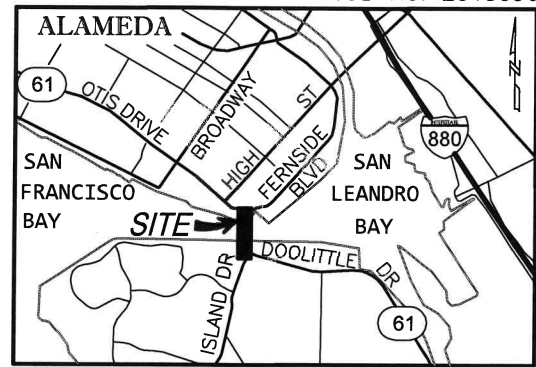
SCALE: 1" = 250'

DATE: OCTOBER 1, 2025

EXHIBIT B 1/3

H:\00_JOB-2009\2015096\SAN LEANDRO CHANNEL PIPELINE CROSSING, ALAMEDA\RES\DWG\2015096_EXHB B A4.DWG

JOB NO. 2015096



VICINITY MAP
(NO SCALE)

LEGEND:

- CENTERLINE OF 25' STRIP EASEMENT
- CALTRANS RIGHT OF WAY LINE
- TIE LINE
- NOT TO SCALE
- (M-M) MONUMENT TO MONUMENT
- P.O.C. POINT OF COMMENCEMENT
- SURVEY MONUMENT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N08°36'37"E	334.36'
L2	N46°50'56"W	861.54'
L3	S00°36'03"E	1216.56'
L4	N21°48'03"W	282.62'
L5	S19°28'33"E	440.50'

SEE SHEETS 3 THROUGH 9 FOR
MORE DETAIL OF EACH SITE.

GEOMETRY

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

RIGHT OF WAY

**TIES TO CENTERLINE OF 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 ²/₃

460 B 1497

POINT OF BEGINNING

CALTRANS
RIGHT OF WAY
RECORD MAP
R-57.1

OTIS DRIVE

BRIDGE (61)

CALTRANS
RIGHT OF WAY
RECORD MAP
R-57.2

TIDE LOT LINE

CALTRANS
RIGHT OF WAY
RECORD MAP
R-57.3

VETERANS
MEMORIAL PARK

PARCEL 22
(6418 OR 388)

DOOLITTLE DRIVE

POINT OF TERMINATION

CORICA PARK GOLF
COURSE COMPLEX

GRAND VIEW
PAVILLION
PARKING LOT

DRAWN BY: NICHOLAS DORING

CHECKED BY: MICHAEL WAGNER

APPROVED BY ASSISTANT LAND SURVEYING
SUPERVISOR, L.S. NO. 9151

ISLAND DRIVE
(FORMERLY MAITLAND DR)



40 M 53

MAIT-BRIDGE

MAIT-HARB

PARCEL 22
(6418 OR 388)

L3
OTIS-MARK TO
MAIT-HARB

OTIS-MARK
P.O.C.

20
RS
94

TIDE LOT LINE

SAN

LEANDRO CHANNEL

L=287.55'
Δ=013°43'47"
R=1200.00'

L=685.44'
Δ=013°43'47"
R=1200.00'

L=685.44'
Δ=013°43'47"
R=1200.00'

L=685.44'
Δ=013°43'47"
R=1200.00'

L=685.44'
Δ=013°43'47"
R=1200.00'

L=685.44'
Δ=013°43'47"
R=1200.00'

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