

RECORDING REQUESTED BY:

EXHIBIT 2

AND WHEN RECORDED, RETURN TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

R&T Code 11911, Consideration and value less than \$100.00.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“**Easement**”), made by and Between CITY OF ALAMEDA, a municipal corporation (“**Grantor**”), and Ginja Central Alameda LLC (“**Grantee**”).

WITNESSETH:

Grantor, for a good and valuable consideration, hereby grants to Grantee and to its successors and assigns, a non-exclusive perpetual easement for the purpose of pedestrian ingress and egress over and upon 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 Ten Thousand Dollars (\$10,000) to Grantor.
2. Grantee hereby acknowledges that Grantor shall have no duty, obligation, or liability whatsoever to construct, improve, repair, or maintain the Easement Area to meet any standard of design, accessibility, or compliance under the Americans with Disabilities Act, the California Building Code, or any similar law or regulation. Grantor may, at its sole discretion and without obligation, perform routine or periodic maintenance of the

Easement Area, including but not limited to vegetation control, surface repairs, or general upkeep, provided that such maintenance shall not be construed as an assumption of any duty to maintain the Easement Area in compliance with accessibility or safety standards. Grantee shall be solely responsible for any improvements, alternations, or maintenance necessary to achieve or maintain compliance with any applicable accessibility requirements arising from Grantee’s use of the Easement Area.

- 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 Public Access Areas.
- 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, the parties hereto have executed this Easement this ____ day of _____, 2025.

Ginja Central Alameda LLC, a California limited liability company

By: _____

Name: _____

Title: _____

CITY OF ALAMEDA, a municipal
corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

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, _____,
(Insert name and title of the officer)

personally appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 _____ (Seal)

Job No. 25112
July 8, 2025

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT

All that certain real property situated in the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of the Lot 4 of Block 50 as shown on the Map of Lands Adjacent to the town of Encinal, filed on June 20, 1892, in Book 19 of Maps at Page 53, Alameda County Records, further described as follows:

COMMENCING at the northeasterly corner of Lot 4 of Block 50, as said Lot and Block are shown on said map (19-M-53);

THENCE from said Point of Commencement along the easterly line of said Lot 4 South 29°48'22" West, 10.00 feet to the southerly boundary of Central Avenue.

THENCE North 60°11'38" West, 11.83 feet to the TRUE POINT OF BEGINNING.

THENCE from said True Point of beginning along said southerly line of Central Avenue, North 60°11'38" West, 4.0 feet;

THENCE leaving said southerly boundary South 29°48'22" West, 14.96 feet;

THENCE South 60°11'38" East, 11.83 feet;

THENCE South 29°48'22" West, 110.04 feet;

THENCE South 60°11'38" East, 4.00 feet to a point on the easterly line of said Lot 4 of Block 50 (19-M-53);

THENCE along said easterly line North 29°48'22" East, 114.04 feet;

THENCE leaving said easterly line North 60°11'38" West, 11.83 feet;

THENCE North 29°48'22" East, 10.96 feet to the TRUE POINT OF BEGINNING.

Containing an area of 547 square feet of land, more or less.



CENTRAL AVENUE

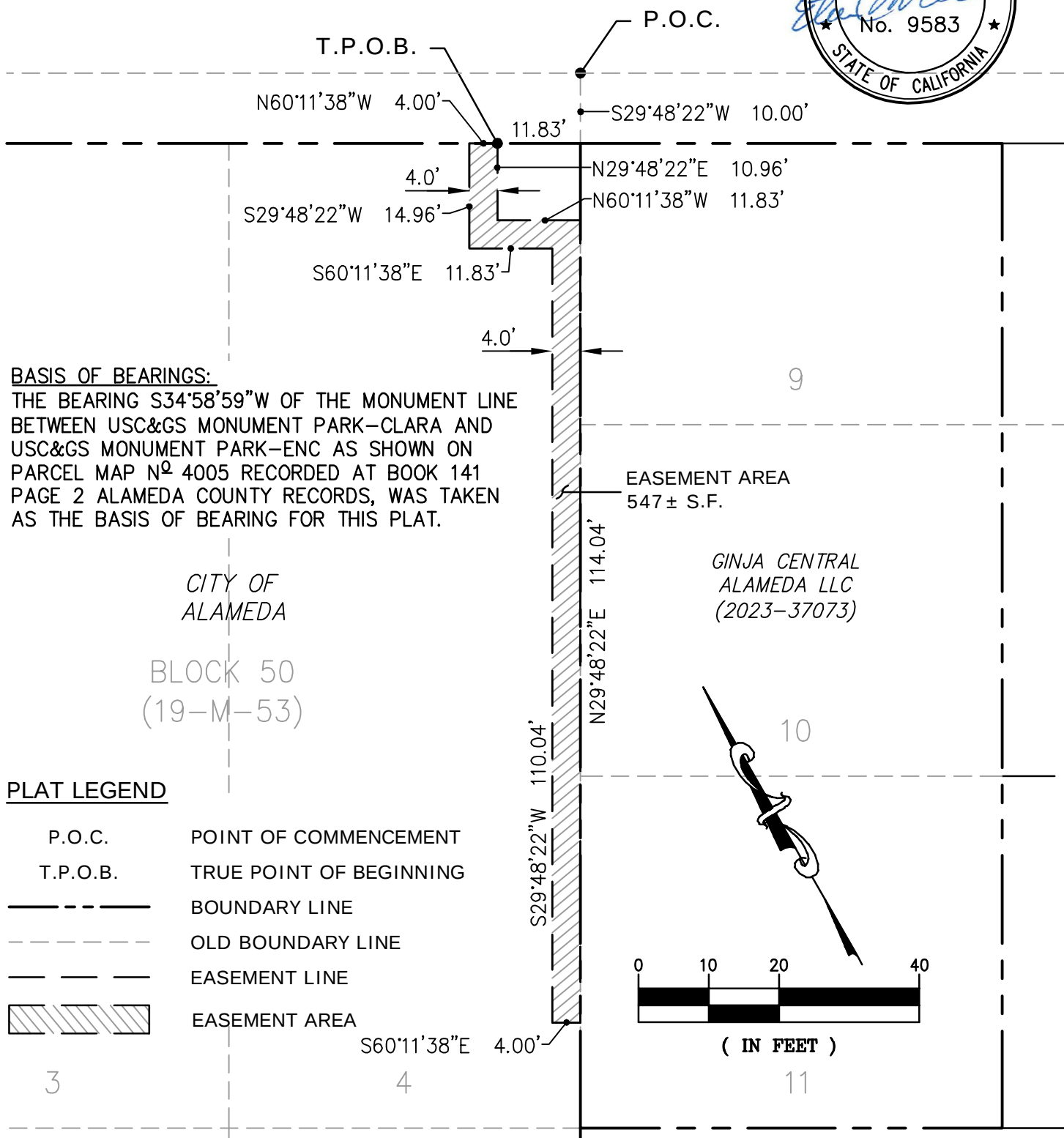


EXHIBIT "B"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

EASEMENT



(925) 837-3780 | OFFICE@DEBOLTCIVIL.COM
 480 SAN RAMON VALLEY BLVD UNIT L, DANVILLE, CA 94526

Date: 07/08/25
 Scale: 1"=20'
 By: EM/ II
 Job No.: 25112