

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Alameda
2263 Santa Clara Avenue
Room 280
Alameda, CA 94501
ATTN: City Attorney

APN: 074-1312-001-00

(Space Above For Recorder's Use Only)

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE SECTION 27383

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the **ALAMEDA UNIFIED SCHOOL DISTRICT**, ("Grantor") does hereby grant to the **CITY OF ALAMEDA**, a municipal corporation, its successors and assigns ("Grantee"), a perpetual permanent easement and right of way ("Easement") for **Public Road Purposes**, and those appurtenances and uses commonly associated therewith, including but not limited to a sidewalk, two-way bikeway, and landscaped bioretention area, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Alameda, County of Alameda, State of California, more particularly described in **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A SKETCH
THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.

The rights granted herein include the following: (a) the right of ingress and egress, from the Easement herein described across land of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) the right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass re-pass, over, along, and beside said easement and right-of-way; and the (c) the right to deposit tools, implements and material there on, (d) The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes above set forth.

Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement, or private utilities over, across or upon

said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible.

The conveyance of the Easement is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above described real property. This conveyance is binding on Grantor, its heirs, assigns or successors in interest.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed and delivered this Grant of Easement effective as of the date recorded.

**“GRANTOR”
ALAMEDA UNIFIED SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

**SIGNATURES MUST BE NOTARIZED
(PLEASE ATTACH CALIFORNIA NOTARY ACKNOWLEDGMENT)**