

**RECORDING REQUESTED BY  
and when recorded mail to:**

AT&T California  
2600 Camino Ramon  
San Ramon, CA 94583  
Attn: \_\_\_\_\_

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(Space above reserved for Recorder's use)

**EASEMENT AGREEMENT  
(Telecommunications)**

This Easement Agreement (Telecommunications) ("**Easement Agreement**") is made as of May 18, 2016, by the City of Alameda, a municipal corporation ("**Grantor**") and Pacific Bell Telephone Company, a California corporation, dba AT&T California ("**Grantee**").

**RECITALS**

This Easement Agreement is entered into upon the basis of the following facts, understandings and intentions of Grantor and Grantee:

A. Grantor owns certain real property in the City of Alameda, California in Map No. 2 of Salt Marsh and Tide Lands described in the Official Records of Alameda County, California.

B. Grantee desires a nonexclusive easement over a portion of Section 19 Township 2 South, Range 3 West for the installation of telecommunications equipment to provide telecommunication services.

NOW, THEREFORE, Grantor, for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, hereby grants to Grantee, a nonexclusive easement (the "**Easement**") on, in, over, and under the area more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the "**Easement Area**"). This grant is subject to the following:

1. The Easement hereby granted may be used, 24 hours a day every day, by Grantee, Grantee's successors and assigns, and by the contractors, permittees, and licensees of Grantee, solely for the purposes of construction, installation, operation, maintenance, repair, replacement, relocation, and inspection of telecommunication equipment (the "**Equipment**") within the Easement Area.

2. Subject to Section 7 below, the Easement created hereunder shall continue in full force and effect in perpetuity from the date of recordation hereof.

3. All work in connection with the Equipment shall be done without cost or expense to the Grantor.

4. Grantee shall maintain the Easement Area, including the Equipment, in good condition at all times, and shall promptly make repairs thereto that are necessary for the preservation of the condition of the Easement Area and the continued operation and maintenance of the Equipment.

5. Grantee agrees upon completion of any of its work: to remove any and all construction or work debris; to restore the surrounding landscaping, if any, to its pre-work condition the extent practicable; and to leave the Easement Area in a neat and clean condition.

6. The Easement is granted and this Easement Agreement is made subject to all covenants reservations, easements, restrictions and rights, recorded or unrecorded, including but not limited to the specific easements, reservations, rights and covenants described herein and to any facts which a physical inspection or accurate survey of the Easement Area may disclose. Recorded covenants reservations, easements, restrictions and rights are a matter of public record. Unrecorded covenants reservations, easements, restrictions and rights are listed in Exhibit B.

7. All or any part of the Easement may be terminated upon failure by Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of twelve (12) consecutive months.

8. Grantee will, at all times during the term of this Easement Agreement, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable Federal, State, and local laws, regulations, ordinances, and standards.

9. Grantee shall indemnify, defend, and hold harmless Grantor from and against all claims, liabilities, losses, damages and cost, foreseen and unforeseen, which Grantor may incur by reason of Grantee's action or inaction with regard to obligations under this Easement, and this Section 9 shall survive the expiration or termination of this Easement Agreement.

10. This Easement Agreement shall run with the land and shall be binding upon Grantor and all current and future owners of the Easement Area and shall bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

11. This Easement Agreement may not be amended or modified except by a written instrument signed by an officer or other authorized representative of all parties hereto.

12. No waiver by any party of any of the provisions of this Easement Agreement shall be effective unless in writing and signed by the party granting the waiver, and only to the extent expressly provided in such written waiver.

13. This Easement Agreement shall be construed and governed in accordance with the laws of the State of California.

14. This Easement Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first written above.

GRANTOR:

City of Alameda,  
A Municipal Corporation

By: \_\_\_\_\_  
Jill Keimach  
City Manager

Recommended for Approval:

By: \_\_\_\_\_  
Liam Garland  
Acting Public Works Director

Approved as to form:

By: \_\_\_\_\_  
Andrico Q. Penick  
Assistant City Attorney

*4/20/16*

**SIGN HERE**

GRANTEE:

Pacific Bell Telephone Company,  
a California corporation,  
dba AT&T California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A**

**Legal Description and Plat of the Easement Area**

**[Attached]**

**AT&T ALAMEDA CABLE INSTALLATION  
LEGAL DESCRIPTION**

A STRIP OF LAND 50 FEET WIDE LYING WITHIN A PORTION OF SECTION 19 TOWNSHIP 2 SOUTH, RANGE 3 WEST, FOR THE PURPOSE OF INSTALLING TELECOMMUNICATIONS CONDUIT AND CABLE DESCRIBED AS FOLLOWS

BEGINNING AT A FOUND MONUMENT IN A MONUMENT WELL AT THE CENTERLINE RADIUS OF A CUL-DE-SAC ON VETERANS COURT

THENCE NORTH 86 DEGREES 53 MINUTES 47 SECONDS WEST A DISTANCE OF 14.79 FEET TO THE CENTER OF AN EXISTING AT&T MANHOLE. SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF SAID 50 FOOT WIDE EASEMENT

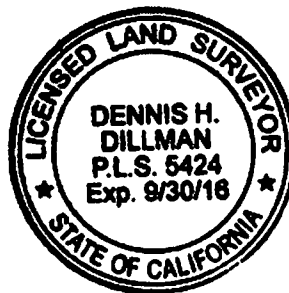
THENCE NORTH 12 DEGREES 43 MINUTES 37 SECONDS WEST A DISTANCE OF 754.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 100 FEET

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34 DEGREES 47 MINUTES 19 SECONDS AN ARC LENGTH OF 60.72 FEET

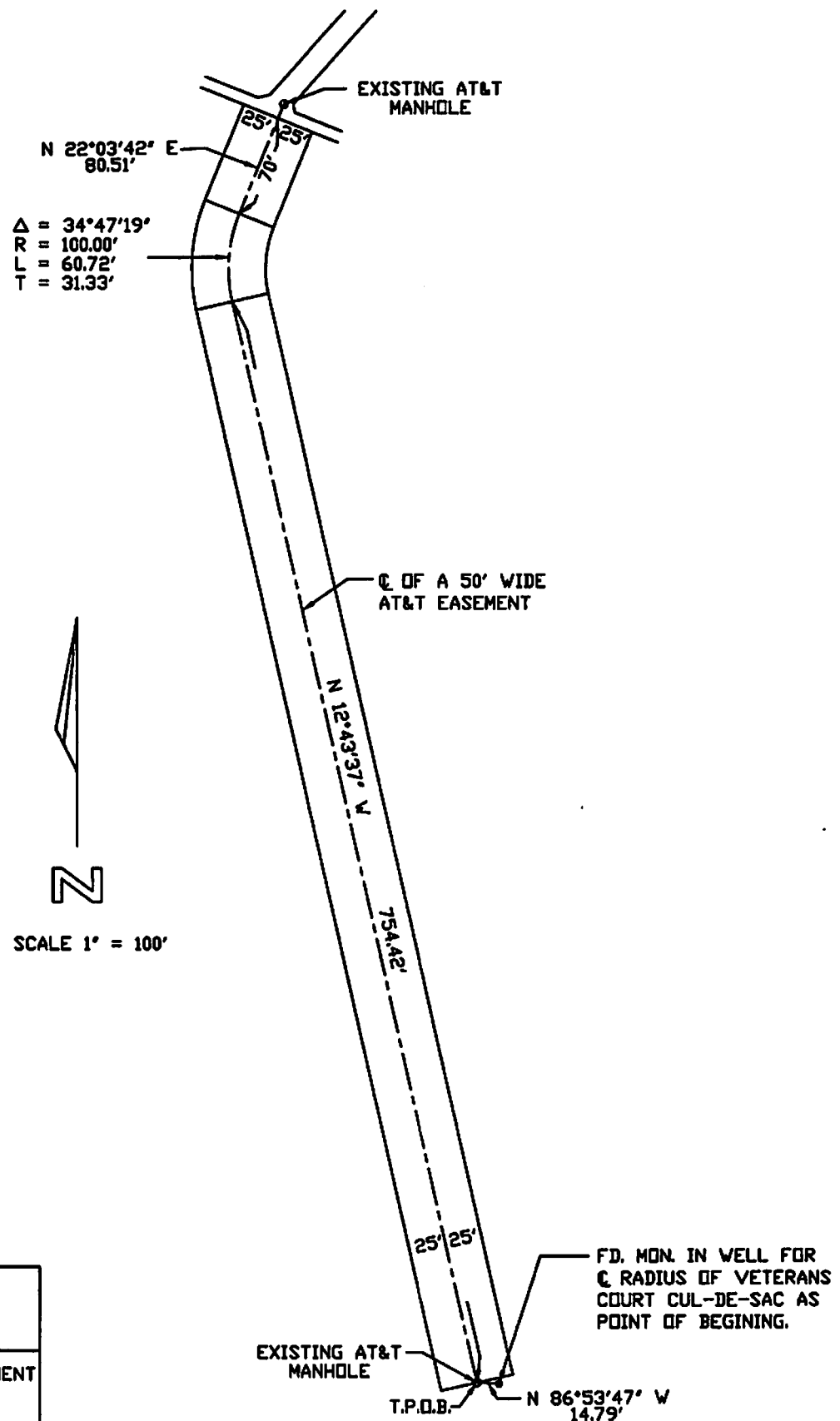
THENCE NORTH 22 DEGREES 03 MINUTES 42 SECONDS A DISTANCE OF 80.51 FEET TO THE CENTER OF AN EXISTING AT&T MANHOLE. SAID POINT BEING THE TERMINUS OF SAID 50 FOOT WIDE EASEMENT.



DENNIS H. DILLMAN, LS 5424  
EXPIRES 09-30-2016



# EXHBIT "B"



AT&T ALAMEDA  
CABLE INSTALLATION  
50' WIDE EASEMENT

THE DATA FOR THIS EASEMENT  
WAS ESTABLISHED BY GPS  
NAD 83, EPOCH 12A.