

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 5701 B

Alameda Crossing Inner Harbor/Park

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:Portion of Inner Harbor and 74-1334-47

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-1" and "A-2"** and shown on **Exhibit "B-1" and "B-2"** (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 shall drill a tunnel under Grantor's property in the Easement Area to house a 32" water pipeline within a 60" casing pipeline at a depth ranging from 40' to 170', as shown in **Exhibit "C"**.
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: _____
Eric J. Levitt
City Manager

Approved as to form – City Attorney

By: _____
Elizabeth A. Mackenzie
Chief Assistant City Attorney

EXHIBIT "A-1"
LEGAL DESCRIPTION

Real property situated in the City of Alameda, County of Alameda, State of California, being a portion of the parcel labeled " 'CITY OF ALAMEDA' 0.871 AC.±" as shown on Parcel Map 5080, filed February 25, 1988 in Book 174 of Parcel Maps at Page 85, Official Records of Alameda County, described as follows:

That portion of said parcel labeled "CITY OF ALAMEDA" included within a strip of land, 25.00 feet wide, the centerline of which is described as follows:

COMMENCING at a City Monument in Marina Village Parkway as shown on Parcel Map 8931, filed April 5, 2006 in Book 288 of Parcel Maps at Page 67, Official Records of Alameda County, said City Monument lying North 40°32'32" West 564.56' feet from another City Monument in Marina Village Parkway as shown on said Parcel Map 8931, said course taken as North 40°32'33" West 564.55' for the purpose of this legal description; thence South 01°44'30" West 124.29 feet to the **POINT OF BEGINNING** of said strip of land; thence along the following three courses:

1. North 39°18'32" East 1617.30 feet to the beginning of a curve concave to the northwest having a radius of 2300.00 feet; thence
2. Northeasterly and northerly 682.69 feet along said curve through a central angle of 17°00'24"; thence
3. North 22°18'09" East 825.05 feet to the POINT OF TERMINATION, said point lying South 12°00'02" East 599.19 feet from a City Monument at the intersection of Oak Street and 4th Street as shown on Parcel Map 7872, filed May 7, 2003 in Book 270 of Parcel Maps at Page 65.

The sidelines of said strip of land shall be lengthened or shortened so as to terminate at the southwesterly and northeasterly boundary lines of said parcel labeled "CITY OF ALAMEDA".

Containing 2580 Sq. ft., more or less

Exhibit "B" is attached and by this reference made a part hereof.

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. Multiply distances by 0.99993418 to obtain ground level distances.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, IN
OCTOBER, 2020.

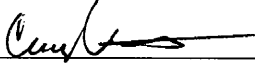

CRAIG A. ROBERTS 10/29/2020
L.S. 8736



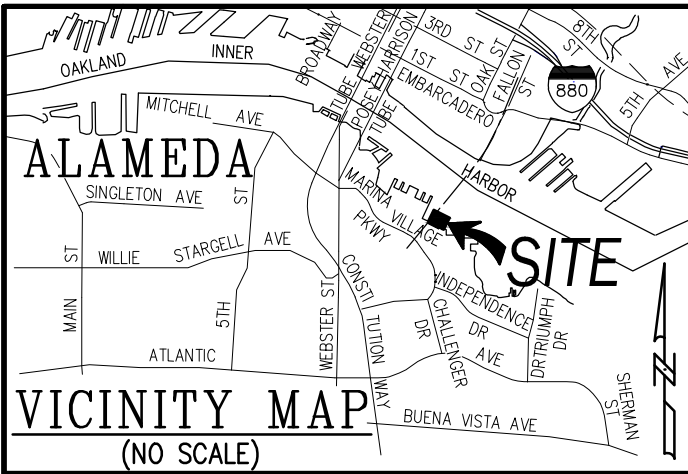
EXHIBIT "B-1"

NOTES:

1. THIS DRAWING IS BASED ON AN EBMUD SURVEY
2. RECORDED DATA IN () PER 174 PM 85

REFERENCES:

1. GRANT DEED, 88-048879, 2/25/1988
2. PARCEL MAP NO. 5080, 174 PM 85, 2/25/1988



288 PM 67
PARCEL 1

288 PM 67
PARCEL 2

SHADED 25' WIDE EASEMENT
AREA = 2580 SQ.FT.+/-

APN 74-1334-47
CITY OF ALAMEDA
88-048879
174 PM 85



CITY OF
ALAMEDA

EBMUD EASEMENT ON APN 74-1334-47
ALAMEDA-OAKLAND
INNER HARBOR CROSSING
CITY OF ALAMEDA - ALAMEDA COUNTY



EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

SCALE : 1" = 50'

DATE : 19 MARCH 2021

H:\00 Job-2009\2011560\Alameda Crossing #1 Pipeline Replacement\RES\DWG\ALA-OAK.Dwg

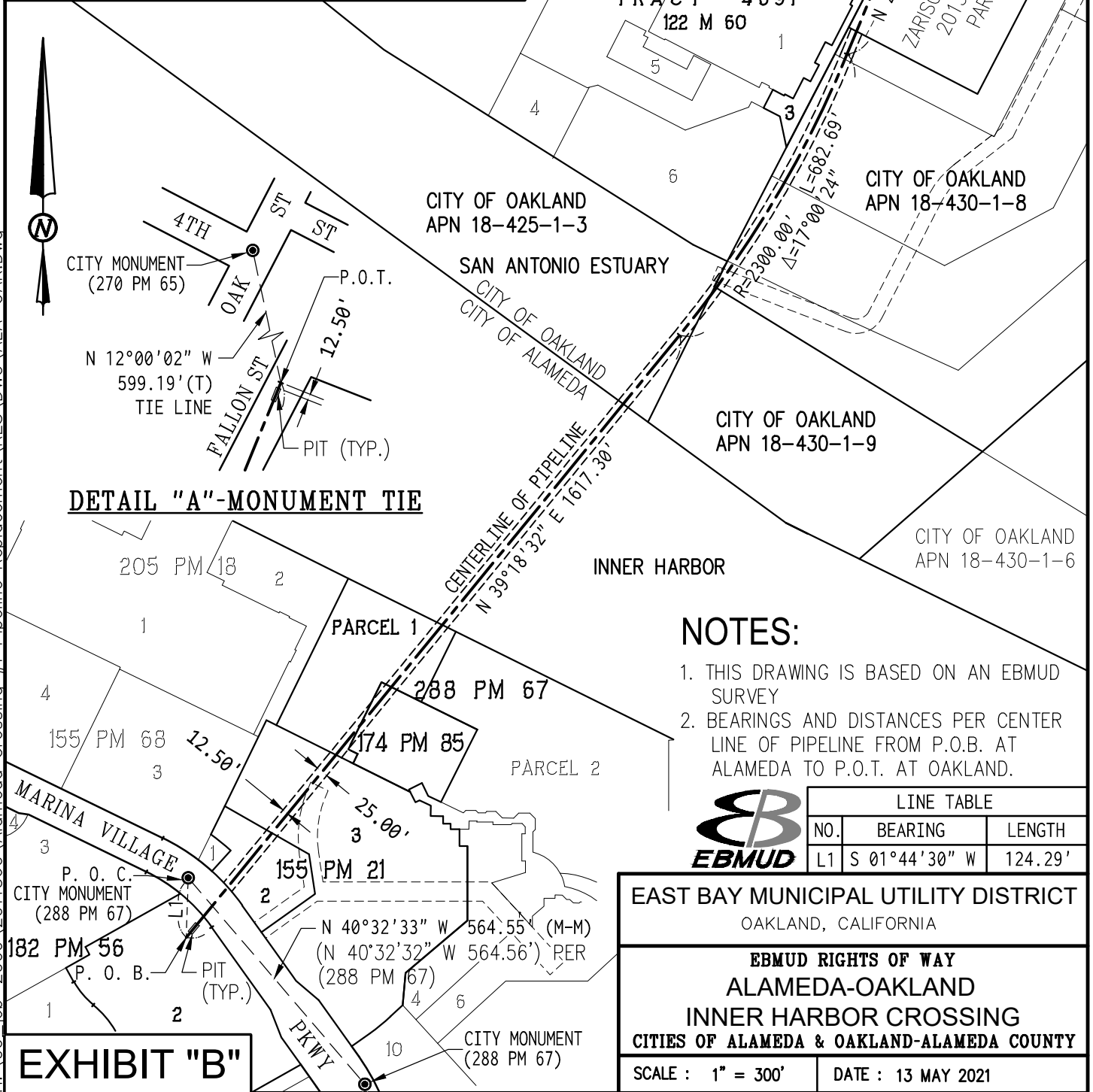
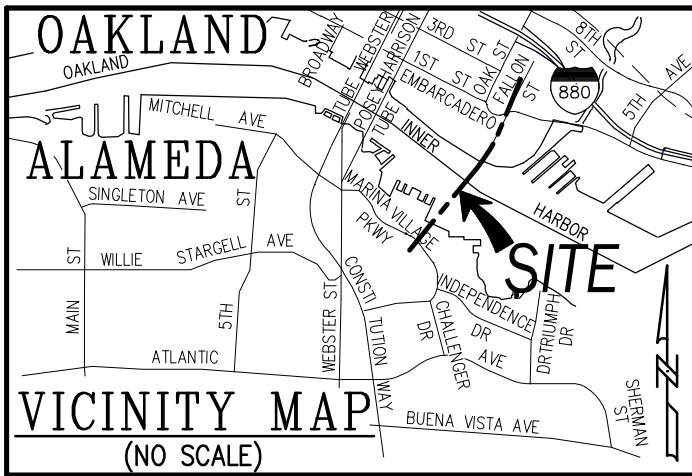


EXHIBIT "A-2"

LEGAL DESCRIPTION

Real property situated in the City of Alameda, County of Alameda, State of California, being a strip of land, 25.00 feet wide, the centerline of which is described as follows:

COMMENCING at a City Monument in Marina Village Parkway as shown on Parcel Map 8931, filed April 5, 2006 in Book 288 of Parcel Maps at Page 67, Official Records of Alameda County, said City Monument lying North 40°32'32" West 564.56' feet from another City Monument in Marina Village Parkway as shown on said Parcel Map 8931, said course taken as North 40°32'33" West 564.55' for the purpose of this legal description; thence South 01°44'30" West 124.29 feet to the **POINT OF BEGINNING** of said strip of land; thence along the following three courses:

1. North 39°18'32" East 1617.30 feet to the beginning of a curve concave to the northwest having a radius of 2300.00 feet; thence
2. Northeasterly and northerly 682.69 feet along said curve through a central angle of 17°00'24"; thence
3. North 22°18'09" East 825.05 feet to the POINT OF TERMINATION, said point lying South 12°00'02" East 599.19 feet from a City Monument at the intersection of Oak Street and 4th Street as shown on Parcel Map 7872, filed May 7, 2003 in Book 270 of Parcel Maps at Page 65.

Excepting therefrom that portion of said strip lying northeasterly of the City of Alameda city limit line.

Also excepting therefrom that portion of said strip lying southwesterly of the northeasterly line of Parcel 1 as shown on Parcel Map 8931, filed April 5, 2006 in Book 288 of Parcel Maps at Page 67, Official Records of Alameda County.

Containing 14,800 square feet, more or less.

Exhibit "B" is attached and by this reference made a part hereof.

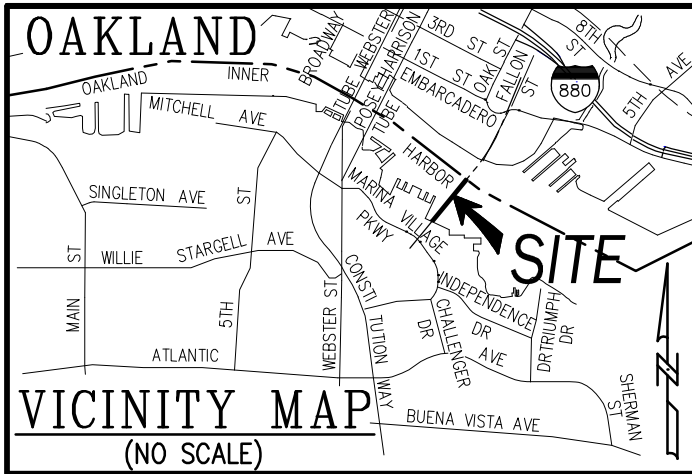
Bearings and distances shown for the area described herein are based on the California Coordinate System of 1983 (CCS83), Zone 3. All distances are grid distances. Multiply distances by 0.99993418 to obtain ground level distances.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, IN
DECEMBER, 2020.


CRAIG A. ROBERTS 12/4/2020
L.S. 8736



H:\00_job-2009\2011560\Alameda Crossing #1 Pipeline Replacement\RES\DWG\INNER HARBOR.Dwg



NOTE:

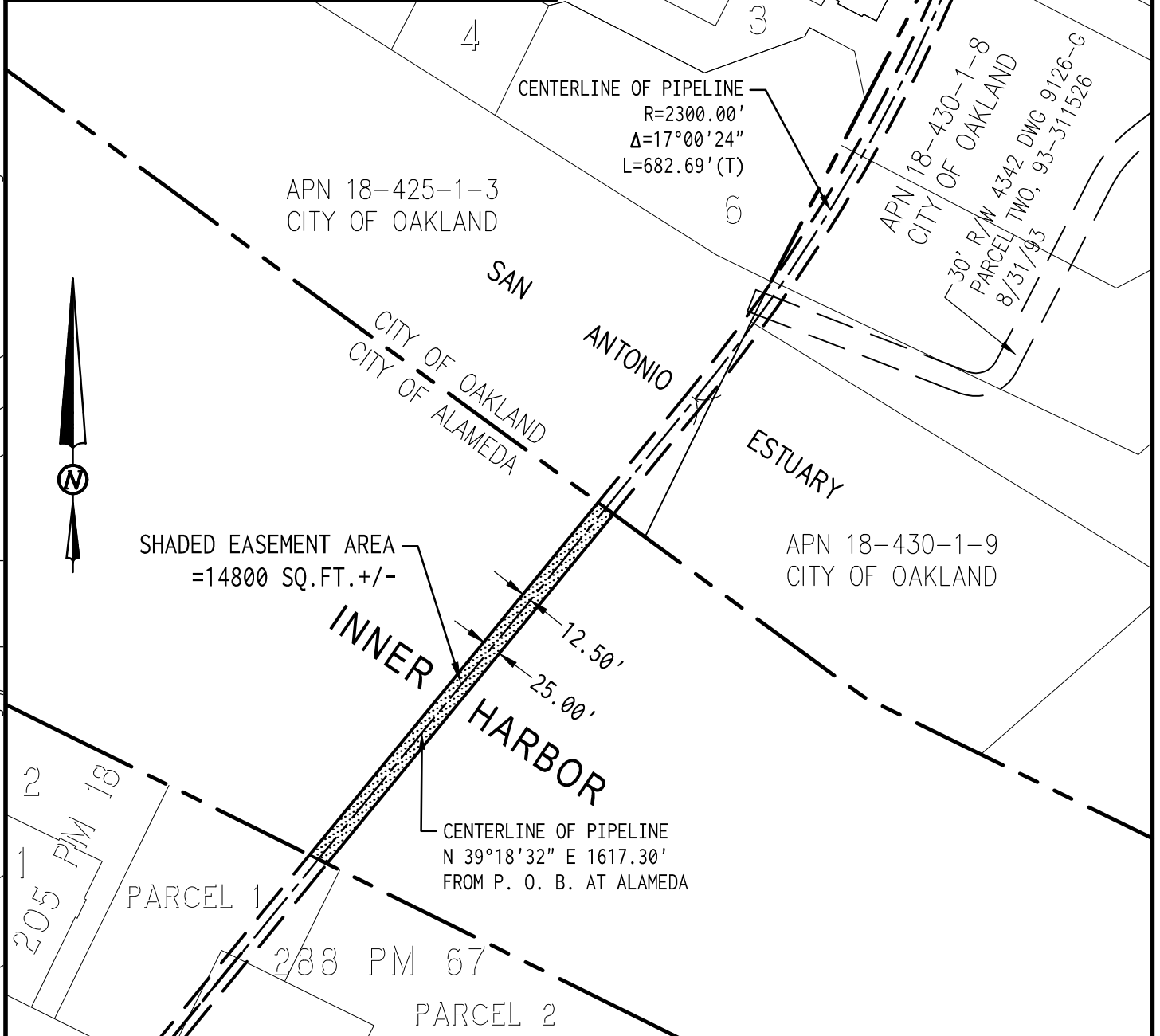
1. THIS DRAWING IS BASED ON AN EBMUD SURVEY

TRACT 4391

122 M 60

CENTERLINE OF PIPELINE
N22°18'09"E 825.05'
TO P.O. T. AT OAKLAND

EXHIBIT "B-2"



**EBMUD EASEMENT ON INNER HARBOR
ALAMEDA-OAKLAND
INNER HARBOR CROSSING
ALAMEDA COUNTY**



EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

SCALE : 1" = 200'

DATE : 4 DECEMBER 2020

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