

City of San Leandro  
San Leandro, Cal.  
Office of City Clerk

P

AD 82469

GRANT ~~OF~~ EASEMENT

INDEXED

EAST BAY MUNICIPAL  
UTILITY DISTRICT

TO

CITY OF SAN LEANDRO

Dated:

Recorded:

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EAST BAY MUNICIPAL UTILITY DISTRICT

**HAROLD RAINES**

ATTORNEY

1506-11 LATHAM SQUARE BUILDING  
OAKLAND 12, CALIFORNIA



7-28-49

AD82469

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 28<sup>TH</sup> day of JULY, 1949, by and between EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation of the State of California, hereinafter called Grantor, and CITY OF SAN LEANDRO, a municipal corporation of the State of California, hereinafter called Grantee.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the faithful performance and observance by Grantee of all of the covenants and agreements herein contained, does hereby grant, subject to all of the terms and conditions hereof, to Grantee an easement for the construction, reconstruction, maintenance, operation, removal, and use of a single corrugated iron pipe line not to exceed 8 inches in diameter for the transmission of storm water only, together with all necessary appurtenances to said pipe line, within the boundaries of that certain piece or parcel of real property situated in the City of San Leandro, County of Alameda, State of California, and more particularly described as follows:

PORTION of that certain parcel of land described in the deed from Oakland Title Insurance and Guaranty Company to East Bay Municipal Utility District dated December 15, 1945 and recorded December 18, 1945 in the Office of the County Recorder of Alameda County, California, in book 4810 of Official Records, page 340, described as follows:

A STRIP OF LAND of the uniform width of ten feet lying equally five feet on each side of the following described center line:

BEGINNING at a point in the northeastern line of said parcel of land hereinabove referred to where said line is intersected by a line drawn parallel with the northern line of Second Avenue and distant 10 feet southerly measured at right angles therefrom; and running thence along the southwesterly projection of said parallel line, southwesterly 190 feet, more or less, to the northeastern line of the 80-foot wide right of way described in the deed from Alexander Rose, et ux, to Western Pacific Railway Company dated November 30, 1906 and recorded December 20, 1906 in book 1254 of Deeds, at page 211, Alameda County Records.



The easement above mentioned is granted by Grantor and accepted by Grantee upon the following terms and conditions and Grantee does hereby covenant with Grantor as follows:

1. Grantee hereby acknowledges the title of Grantor in and to the real property above described and agrees never to assail or to resist said title.

2. Grantee agrees that the construction, reconstruction, maintenance, operation, removal, and use of and all work upon or in connection with said pipe line and its appurtenances shall at no time and in no way whatever interfere with the operations of Grantor, that the location of said pipe line of Grantee and its appurtenances, the construction, reconstruction, maintenance, removal, and operation thereof and all work in connection therewith, shall be done and made under the supervision and to the satisfaction of Grantor, and that the construction, reconstruction, maintenance, operation and use of the facilities or structures of Grantor, present or future, upon said real property shall at all times be paramount to any of the rights of Grantee under this indenture.

3. Since said pipe line will be constructed upon corporation yard property of Grantor, Grantee agrees at all times to keep said pipe line and its appurtenances in good order and repair and to prevent any leakage therefrom. If Grantee fails or neglects so to keep said pipe line and its appurtenances, then Grantor without notice to Grantee at Grantor's option at any time may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Grantor promptly upon demand.

4. Grantee agrees that said pipe line shall be constructed or reconstructed in such a manner that the top thereof shall be buried below the present surface of the ground at a depth satisfactory to the Grantor. Grantee further agrees that in the construction or reconstruction of said pipe line or its appurtenances it will not obstruct or impair the flow of any watercourse or the natural drainage of surface water on said real property or the adjacent property of Grantor, but will construct, reconstruct and maintain at its expense any and all culverts and other structures required to maintain such flow or drainage free and unimpeded.

5. 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, and to leave said real property in a clean and presentable condition free from waste.

6. Nothing herein contained shall be construed to prevent Grantor, its successors or assigns, from using said real property for any and all purposes, provided, however, that such use shall not prevent Grantee from constructing, reconstructing, maintaining, operating and using its said pipe line and its appurtenances.

7. Grantee agrees to indemnify and save harmless Grantor from and against any and all loss, damage, liability, expense, claims or demands of whatever character, direct or consequential, directly or indirectly contributed to or caused by the construction, reconstruction, maintenance, operation or use of said pipe line or any of its appurtenances.



8. All rights herein granted are subject to all existing rights, rights of way, easements, reservations and conditions by whomsoever held in or to said real property.

9. If said pipe line or any portion or portions thereof may hereafter in the opinion of the Grantor interfere with the operations of the Grantor, or if the property of the Grantor upon or adjacent to which said easement is located shall hereafter be subdivided and said pipe line or any portion or portions thereof may in the opinion of the Grantor interfere with said subdivision or the development of said property, then the Grantee, upon receipt of written notification from the Grantor so to do, agrees at its own expense promptly to remove said pipe line or the portion or portions thereof so requested by the Grantor and relocate the same in nearby public streets or roads or such other rights of way as may be furnished by the Grantor. Upon completion of the work of relocation the Grantee agrees to execute and deliver promptly to the Grantor a good and sufficient quitclaim deed quitclaiming to the Grantor all rights of the Grantee in and to said real property or the portion or portions thereof from which said pipe line has been removed.

10. If Grantee shall fail to construct said pipe line and place it in operation within a period of two years after the date hereof, or shall at any time abandon said pipe line or any portion thereof, or fail to use said pipe line for storm water drainage purposes, then all rights of Grantee in and to said real property or such portions thereof so abandoned or not so used shall thereupon cease and terminate and title thereto shall immediately revert to and vest in Grantor. Upon any termination of the rights of Grantee hereunder it shall at its expense promptly upon request by Grantor so to do remove said pipe line and its appurtenances from said real property and restore said real property to its original condition; upon failure of Grantee so to do, said work may be performed by Grantor at Grantee's expense, which expense Grantee agrees to pay to Grantor promptly upon demand.

11. No rights of Grantee under this indenture shall be transferred or assigned unless the written consent thereto of Grantor is first secured; subject to the foregoing, this indenture and each and all of the covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this indenture the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT

By Russaw Jones President

By Harold Raines ASSISTANT Secretary

CITY OF SAN LEANDRO

By Joseph O. Bellini Mayor

By \_\_\_\_\_

attest: H. H. Burbank  
City Clerk

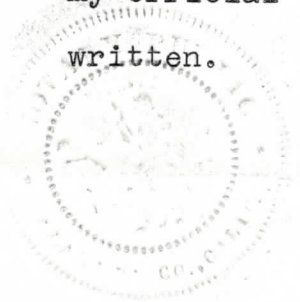
DESCRIPTION CORRECT



STATE OF CALIFORNIA, COUNTY OF ALAMEDA : ss.

On this 21st day of November, 1949, before me  
LEROY JORGENSEN, a Notary Public in and for said  
ALAMEDA County, personally appeared ROSCOE D. JONES  
known to me to be the \_\_\_\_\_ President, and  
HAROLD RAINES known to me to be the \_\_\_\_\_ Assistant  
Secretary of \_\_\_\_\_  
the corporation that executed the within and foregoing instrument,  
and known to me to be the persons who executed the within instrument  
on behalf of the corporation therein named, and acknowledged to me  
that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

 Leroy Jorgensen NOTARY PUBLIC  
In and for said County of ALAMEDA  
State of California

My Commission Expires August 19, 1953

## IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO.

C.M.S.

1378

## RESOLUTION ACCEPTING EASEMENT AND RIGHT OF WAY

The City Council of the City of San Leandro does resolve  
as follows:

That that certain easement and right of way offered to  
this City by East Bay Municipal Utility District by Deed dated  
July 28, 1949, be and it is hereby accepted by this City.

Introduced by Councilman and passed and adopted  
this 3rd day of October, 1949, by the following called vote:  
Dunnigan

Ayes:	Councilmen	( )
	: Dunnigan, Knick, Musson, Bellini	4
Noes:	Councilmen	( )
	: None	0
Absent:	Councilmen	( )
	: Seeley	1

*Joseph O. Bellini*  
Mayor of the City of San Leandro

Attest:

*H. H. Burbank*  
City Clerk

The foregoing Resolution  
No. 1378 is a true and  
correct copy of a resolution  
of the council.

*H. H. Burbank*  
City Clerk  
a true and  
correct copy of a resolution  
of the council.

AD82469

RECORDED at REQUEST OF  
GRANTEE

At 19 Min. Past 9A M.

NOV 29 1949

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OFFICIAL RECORDS OF  
ALAMEDA COUNTY, CALIFORNIAThomas W. Fitzsimmons  
COUNTY RECORDER

D.H.

24F