

<b>File No.:</b>	1-351
<b>Name (Previous Owner):</b>	Bay Fair Mall, LLC (Lauren D. Hogan, Vice President)—Grant of Easement – For benefit of any public utility provider of electricity, gas, telephone, water, cable or sewage services....
<b>Assessor's Parcel No.:</b>	None (Portion of Lots 4, 5, & 6, as designated on the "Map of the Coelho Tract, filed 12-11-1899, beg. at Parcel 2 of Parcel Map 2046)
<b>Address of Property:</b>	No Address (10-Foot Easement)
<b>Year:</b>	2000

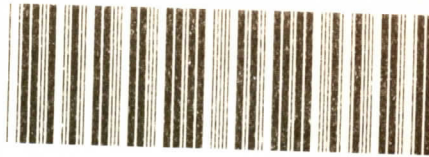
**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

City of San Leandro  
City Clerk's Office  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

200034031

OFFICIAL RECORDS OF  
ALAMEDA COUNTY  
PATRICK O'CONNELL

1/16/2000 12:00 PM  
RECORDING FEE: 0.00



5 PGS

(Space Above Line for Recorder's Use Only)

CITY OF SAN LEANDRO

**GRANT OF EASEMENT**

NOV 28 2000

CITY CLERK'S OFFICE

This GRANT OF EASEMENT (this "Easement") is made and entered into effective as of August 3, 2000 by Bay Fair Mall, LLC, a Delaware Limited Liability Company ("Grantor"), for the benefit of any public utility provider of electricity, gas, telephone, water, cable or sewage services located within the county of the Property (as hereinafter defined) who agrees to be bound by the obligations of this Easement ("Grantee").

**RECITALS**

A. Grantor owns that certain real property situated in the City of San Leandro, California, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. Grantor desires to provide for the establishment of a non-exclusive easement for the installation, maintenance and use of underground electrical, gas, telephone, water, cable or sewer lines on the Property, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions hereinafter set forth, Grantor hereby grants to Grantee a non-exclusive easement to install, maintain and use the area on the Property in a strip of land 10 feet in width, as more particularly described in Exhibit A attached hereto and incorporated herein by reference. The use shall be strictly limited to electrical, gas, telephone, water, or cable purposes only. Furthermore, the installation of any such lines must be underground, with nothing to be installed above ground.

2. **Term.** This Easement shall continue in full force and effect in perpetuity from the date of recordation of this Easement. Construction of underground utility work is prohibited during the holiday season (i.e. November 23-January 3). Nothing shall prevent utility provider to perform emergency repair work during holiday season. After the construction, the utility provider will be responsible to restore the property to its original condition. The Grantor will be permitted to park vehicles on the easement area.

3. **Notice.** In order to become a Grantee under this Easement, the proposed Grantee: (i) must be a public utility provider of electricity, gas, telephone, water, cable or sewage services located within the county of the Property; (ii) provide a written request to Grantor no later than sixty (60) days prior to its requested use of the Easement; and (iii) file a notice in the real property records of the county in which the Property is located agreeing to be bound by the terms and conditions of this Easement.

4. **Maintenance.** Grantee shall be responsible for maintaining any lines that it installs in the Easement Area in good condition and repair. Grantee shall not unreasonably interfere with the right of others in their use of this Easement Area.

5. **Indemnity.** Grantee shall indemnify, protect and defend Grantor against and hold Grantor harmless from any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigation or resisting the same (including reasonable attorneys' fees), to the extent they arise out of, the installation, maintenance, and use of the Easement Area by Grantee and/or Grantee's agents, employees, contractors (and their subcontractors), and invitees (including any subtenant or assignee of Grantee), except to the extent it arises from the active negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors (and their subcontractors) or invitees.

6. **General Provisions.**

a. **Assignment: Binding on Successors.** This Easement runs with the land and shall be binding upon and inure to the benefit of the respective parties.

b. **Entire Agreement.** This Easement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral, concerning the same. Any subsequent modification of this Easement shall be in writing and signed by both parties or their respective successors in interest.

c. **Severability.** The invalidity of any of the provisions of this Easement, or any portion thereof, shall not affect the remaining portions hereof for any party hereto and this Easement shall be construed as if such provision had not been inserted herein.

d. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date and year first above written

"GRANTOR"

Bay Fair LLC, a Delaware Limited Liability Company

By: HRC LLC, a Delaware Limited Liability Company, Manager

By: [Signature]  
Signature

10/9/08  
Date

Lauren D. Hogan  
Print Name

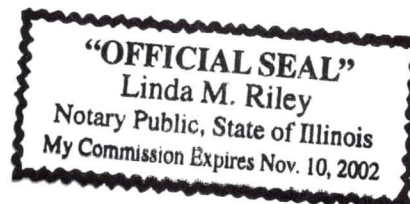
Vice President  
Title

State of Illinois  
County of Cook

This instrument was acknowledged before me on 10/9/08

by Lauren D. Hogan as Vice President of HRC LLC.

Linda M. Riley  
Notary Public



(Seal)

Approved As To Form By Steven R. Meyers, City Attorney, City Of San Leandro

[Signature]

LEGAL DESCRIPTION  
10' Easement

All that real property situate in the City of San Leandro, County of Alameda, State of California, described as follows:

A portion of Lots 4, 5, and 6 as designated on the *Map of the Coelho Tract*, filed December 11, 1899, Map Book 15, Page 100, Alameda County Records, described as follows:

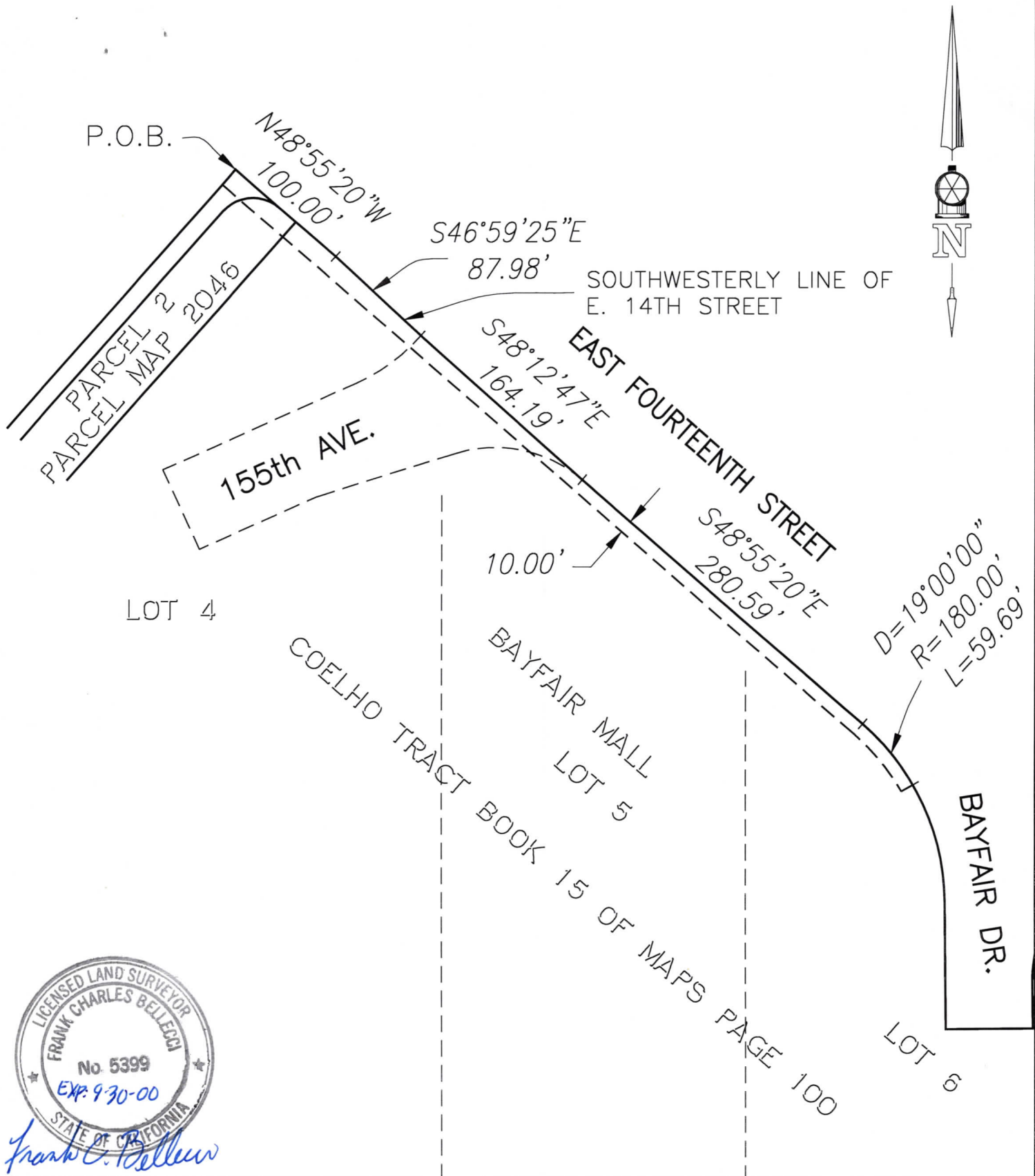
A strip of 10.00 feet wide, the northeasterly line of which is described as follows:

Beginning at the most northerly corner of *PARCEL 2* as designated on that certain map entitled *PARCEL MAP NO. 2046, CITY OF SAN LEANDRO, ALAMEDA COUNTY, CALIFORNIA*; thence southeasterly along the southwesterly right of way line of East 14<sup>th</sup> Street the following five courses:

South 48°55'20" East, 100.00 feet ( the bearing South 48°55'20" East being taken for the purposes of this description);  
South 46°59'25" East, 87.98 feet;  
South 48°12'47" East 164.19 feet;  
South 48°55'20" East, 280.59 feet to the beginning of a curve concave to the southwest having a radius of 180.00 feet;  
southeasterly 59.69 feet along said curve through a central angle of 19°00'00";

Excepting therefrom all those portions lying within existing public roadway right of way.





**BELLECCI & ASSOCIATES INC.**

CIVIL ENGINEERING—LAND PLANNING—LAND SURVEYING  
PH. (925) 685-4569  
2290 DIAMOND BLVD., SUITE 100 CONCORD CA. 94520

DATE: APRIL 2000

FILE NO.: 99056LLA

SCALE: 1"=100'

SHEET 1 OF 1

**PARCEL ONE**