

**File No.:**

1-352

**Name (Previous Owner):**

King, Douglas M. and Mary Lou King,  
Trustees of the King Family Trust of 1992,  
½ interest; and Janet C. King, Trustee of the  
Janet C. King Family Trust of 2000, ½  
interest—Grant of Easement – For benefit of  
any public utility provider of electricity, gas,  
telephone, water, cable or sewage  
services....

**Assessor's Parcel No.:**

None (Portion of Lots 6 & 7, as designated  
on the "Map of the Coelho Tract, filed 12-  
11-1899)

**Address of Property:**

No Address (10-Foot Easement)

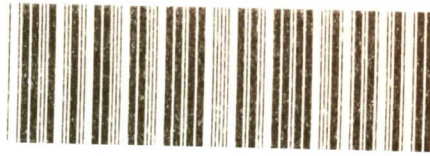
**Year:**

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

2000340381 11/16/2000 12:00 PM  
OFFICIAL RECORDS OF RECORDING FEE: 0.00  
ALAMEDA COUNTY  
PATRICK O'CONNELL



8 PGS

(Space Above Line for Recorder's Use Only)

CITY OF SAN LEANDRO

**GRANT OF EASEMENT**

NOV 28 2000

This GRANT OF EASEMENT (this "Easement") is made and entered into effective as of August 22, 2000 by DOUGLAS M. KING and MARY LOU KING, Trustees of the King Family Trust of 1992 as to an undivided 1/2 interest; and in the name of JANET C. KING, Trustee of the JANET C. KING FAMILY TRUST OF 2000 as to an undivided 1/2 interest, ("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"

DOUGLAS M. KING and MARY LOU KING, Trustees of the King Family Trust of 1992 as to an undivided  $\frac{1}{2}$  interest and in the name of JANET C. KING, TRUSTEE OF THE JANET C. KING FAMILY TRUST OF 2000 as to an undivided  $\frac{1}{2}$  interest

By: Douglas M. King  
Signature  
Douglas M. King  
Print Name

Dated: 8/22/2000

By: Mary Lou King  
Signature  
Mary Lou King  
Print Name

Dated: 8-22-2000

By: X Janet C. King  
Signature  
Janet C. King  
Print Name

Dated: August 16, 2000

APPROVED AS TO FORM BY: STEVEN R. MEYERS, CITY ATTORNEY

SR Meyers

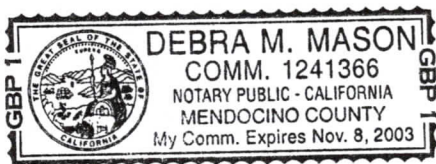


STATE OF CALIFORNIA )  
SS  
COUNTY OF MENDOCINO.....)

On AUGUST 16, 2000 before me, Notary Public, personally  
appeared JANET C KING  
\_\_\_\_\_ personally known to me \_\_\_\_\_  
or \_\_\_\_\_  
X proved to me on the basis of satisfactory evidence \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Debra M. Mason  
SIGNATURE OF NOTARY PUBLIC (SEAL)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

SS.

On August 22, 2000, before me,

Date

CAROL HEINZ, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

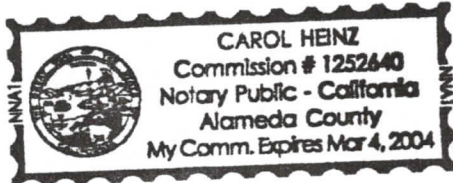
DOUGLAS M. KING and MARY LOU KING  
Name(s) of Signer(s)



personally known to me



proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in ~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carol Heinz  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: CAROL HEINZ

COMMISSION NUMBER: 1252640

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMM. EXPIRES: MAY 4, 2004  
(DATE)

SIGNATURE OF DECLARANT: [Signature]

PRINT NAME OF DECLARANT: BENNETT CRUZ

CITY & STATE OF EXECUTION: OAKLAND, CA

DATE SIGNED: 11-16-00

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

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 Lot 6 and 7 as designated on the *Map of the Coelho Tract*, filed December 11, 1899, Map Book 15, Page 100, Alameda County Records, described as follows:

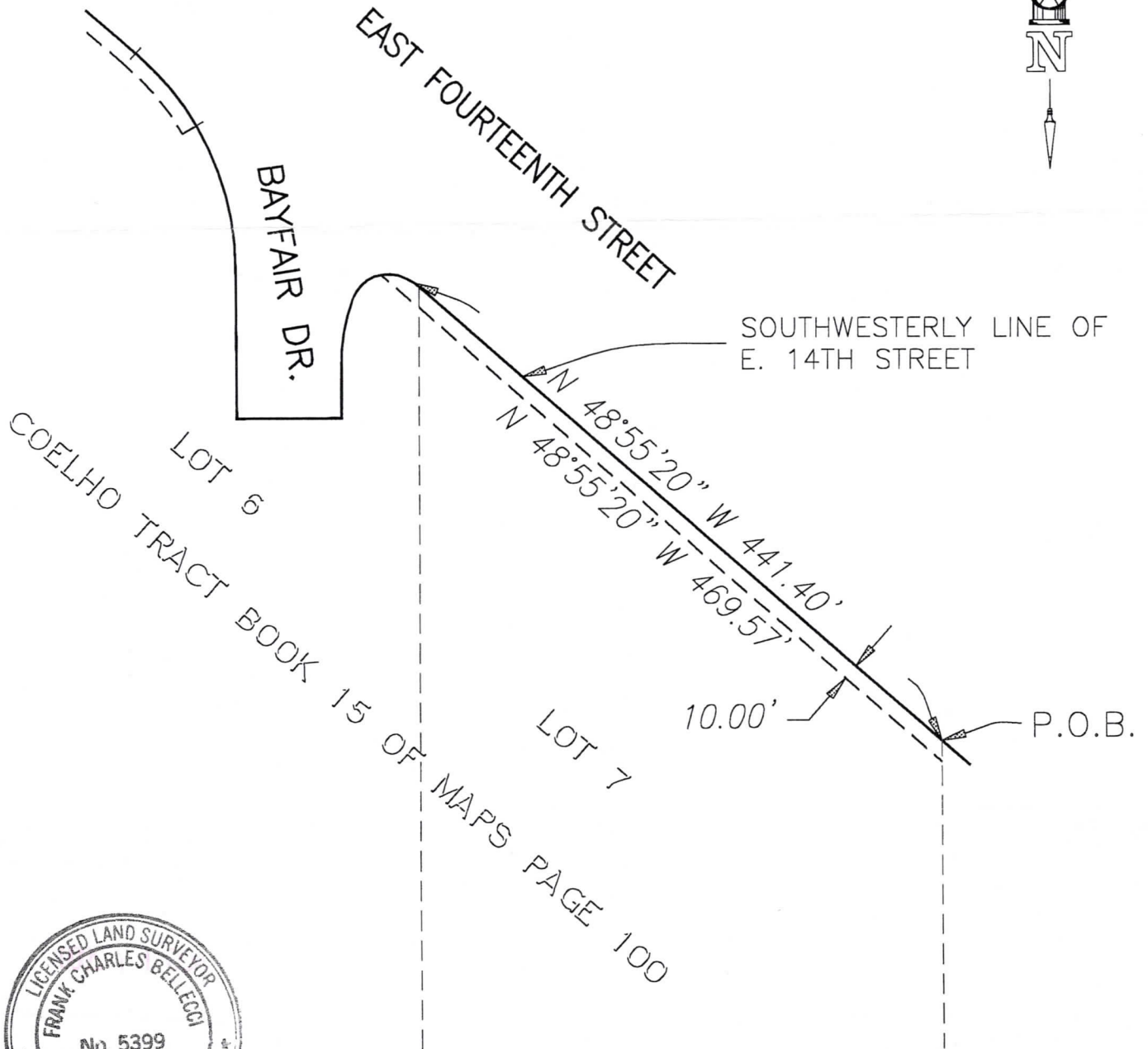
A strip of 10.00 feet wide, the northeasterly line of which is described as follows:

Beginning at a point on the easterly line of said Lot 7 at the southwesterly right of way line of East 14<sup>th</sup> Street as shown on said *Map of the Coelho Tract*; thence along said right of way line of East 14<sup>th</sup> Street and its northwesterly prolongation North 48°55'20" West, 464 feet. The southwesterly line of said 10.00 feet wide strip of land to be lengthened to terminate at said easterly line of Lot 7.

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







*Frank C. Bellecci*

**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 TWO**

