

RECORDING REQUESTED BY AND RETURN TO:

CITY OF SAN LEANDRO
Attn: City Engineer
835 E. 14th Street,
San Leandro, CA 94577

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

EASEMENT DEED

GRANT OF EASEMENT

This GRANT OF EASEMENT (this "Easement") is made and entered into effect as of _____ 2023 by the City of San Leandro, California, a California Charter City ("Grantor"), and Bandwidth, IG, LLC ("Bandwidth"), and its respective successors who agree to be bound by the obligations of this Easement (hereinafter collectively called "Grantee").

RECITALS

- A. Grantor owns 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 nonexclusive easement for the installation, maintenance, and use of underground electrical, gas, telephone, water, cable or sewer lines on the Property, upon terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.**

(a) Subject to the terms and conditions hereinafter set forth, Grantor hereby grants to Bandwidth the non-exclusive right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to communication facilities and appurtenances thereto (the "Facilities"), together with a right of way therefor, on, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and

across the lands of Grantor situated in the City of San Leandro, County of Alameda, State of California, described as follows:

(APNs: 80G-910-5-2, 80G-910-4-2, 80G-900-1-7 and 80G-910-1-6)

The strip of land described in EXHIBIT "A" attached hereto and made a part hereof.

(a) Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of said Facilities.

(b) Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

2. **Term.** This Easement shall continue in full force and effect in perpetuity from the date of recordation of this Easement, except as may be provided for in Section 6 of this Easement. In the event Grantee shall perform any work or make any excavation on said lands pursuant to this grant, Grantee shall restore said lands in accordance with City of San Leandro standards, including, without limiting the generality of the foregoing, pavement, sidewalks, lawns and shrubs.

3. **Maintenance** Grantee shall be responsible for maintaining any Facilities and appurtenances thereto, as described above, that it installs in the Easement Area in good condition and repair. Any future maintenance or replacement operations to be performed by Grantee on said lands shall be done in such a manner so as not to unreasonably interfere with Grantor's operations. Grantee shall be fully responsible for the repair of any damage caused to the Easement Area during the course of its use by Grantee and shall make such repair as necessary to restore the Easement Area in accordance with City of San Leandro standards.

4. **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), 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.

5. **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 heirs, executors,

administrators, personal representatives, successors and assigns of the parties hereto.

- b. **Entire Agreement** This Easement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any subsequent modification of this Easement shall be in writing and signed by both parties and 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.

“GRANTEE”

Dated: _____

By: _____

ABIGAIL DAYTON
GENERAL COUNSEL
BANDWIDTH IG, LLC

"GRANTOR"

CITY OF SAN LEANDRO, CALIFORNIA

Dated: _____

By: _____

FRANCES ROBUSTELLI
CITY MANAGER

APPROVED AS TO FORM:

By: _____

RICHARD D. PIO RODA
CITY ATTORNEY

Attest: _____

KELLY CLANCY, CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION

A-3655

ESTUDILLO FLOOD CONTROL CANAL to SAN LEANDRO CITY WESTERN BOUNDARY

A portion of tide and submerged land lying in the bed of the San Francisco Bay, situated Southwest of the City of San Leandro, Alameda County, State of California, being a 5 foot wide strip of land extending 2.5 feet perpendicular on both sides from the centerline: **BEGINNING** at Latitude 37° 41' 27.15" North and a Longitude 122° 11' 00.48" West; **THENCE** along said center line of the pipe bore and cable the following courses and distances;

THENCE South 15°04'31" East, 93.75 feet to a point; having a Northing of 2078315.6446 and an Easting of 6074608.2874;

THENCE South 32°07'05" East, 820.04 feet,

THENCE South 58°03'19" East, 55.06 feet,

THENCE South 27°14'11" East, 78.84 feet,

THENCE South 27°05'19" East, 460.92 feet,

THENCE South 34°15'27" West, 1,198.83 feet,

THENCE South 13°23'34" West, 370.35 feet,

THENCE South 1°20'54" East, 432.25 feet,

THENCE South 15°57'13" East, 413.22 feet,

THENCE South 29°23'14" East, 488.19 feet,

THENCE South 42°56'08" East, 2,227.52 feet,

THENCE South 35°12'19" East, 516.24 feet,

THENCE South 20°26'50" East, 517.54 feet,

THENCE South 5°45'31" East, 556.40 feet,

THENCE South 9°07'17" West, 376.29 feet,

THENCE South 23°57'43" West, 6.54 feet to a point; having a Northing of 2071036.9279 and an Easting of 6076928.9191 and being the **POINT OF TERMINUS**.

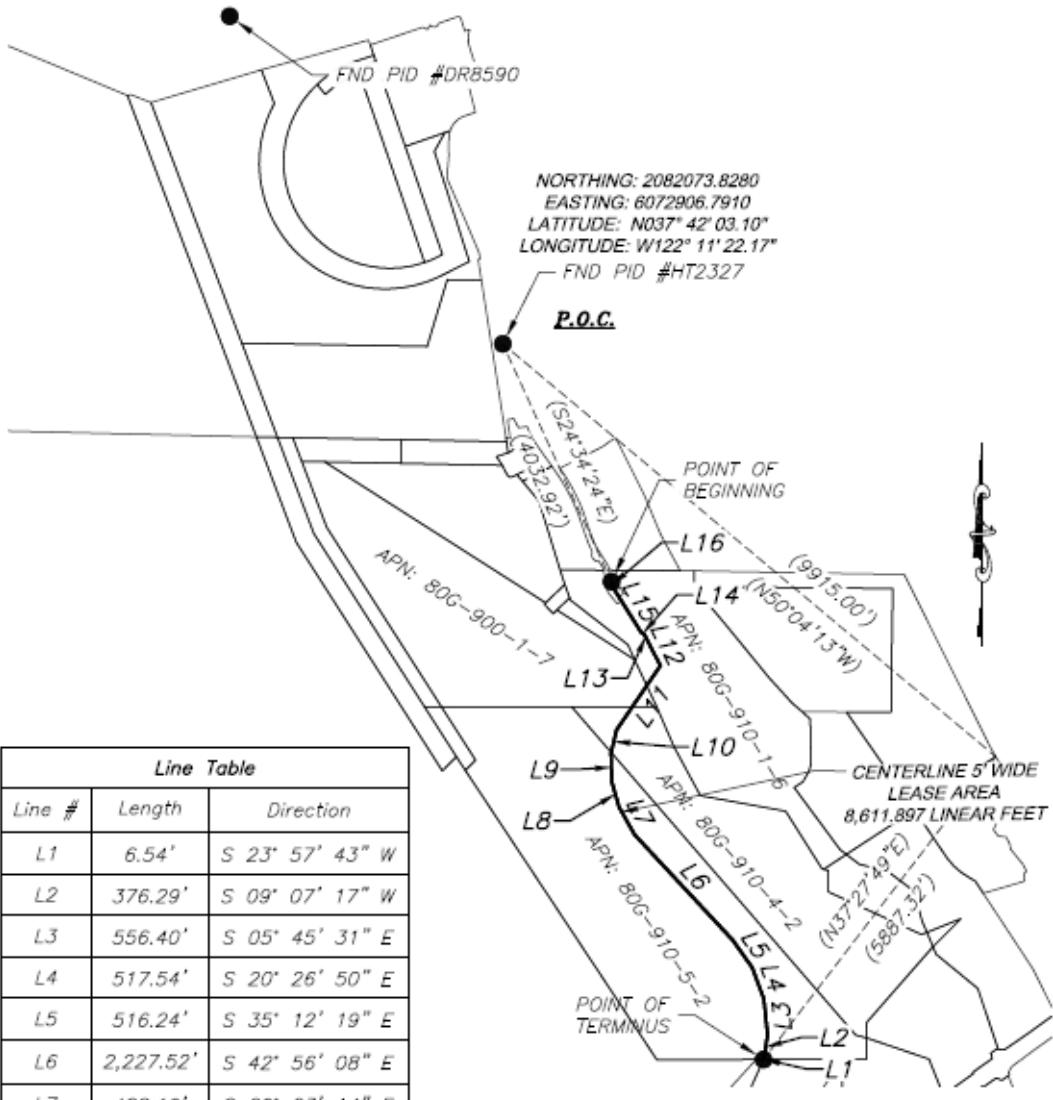
The centerline of said strip shall begin at a point onshore and South of Estudillo Flood Control Canal and terminate at the offshore boundary line of the City of San Leandro (APN 806-910-5-2) and the State of California (APN 42-4545-6). having a Latitude of 37° 40' 14.71" North and a Longitude of 122° 10' 29.67" West. It is intended that the centerline follow the centerline of the pipe bore and cable. The location of installed utilities would control over any ambiguity found within the metes and bounds description herein.

The basis of bearing for this description is North American Datum 1983(2011) California State Planes, Zone 3. Geographic coordinates stated herein were provided by the applicant or produced from files and data provided by the applicant. Geographic Coordinates are based on WGS84 Datum.

James M. Powers, PLS
PLS #8541

SHEET 2 OF 3

EXHIBIT "B"



Line Table		
Line #	Length	Direction
L1	6.54'	S 23° 57' 43" W
L2	376.29'	S 09° 07' 17" W
L3	556.40'	S 05° 45' 31" E
L4	517.54'	S 20° 26' 50" E
L5	516.24'	S 35° 12' 19" E
L6	2,227.52'	S 42° 56' 08" E
L7	488.19'	S 29° 23' 14" E
L10	370.35'	S 13° 23' 34" W
L9	432.25'	S 01° 20' 54" E
L8	413.22'	S 15° 57' 13" E
L11	1,198.83'	S 34° 15' 27" W
L13	78.84'	S 27° 14' 11" E
L12	460.92'	S 27° 05' 19" E
L14	55.06'	S 58° 03' 19" E
L15	820.04'	S 32° 07' 05" E
L16	93.75'	S 15° 04' 31" E

LIST OF ABBREVIATIONS

FND - FOUND
 P.O.T. - POINT OF TERMINUS
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT

