

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of San Leandro
835 E. 14th Street
San Leandro, CA 94577
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

EXEMPT FROM DOCUMENTARY TRANSFER
TAX PER REV. & TAX. CODE §11922

EXHIBIT "E"
LEGISTAR
FILE 17-615

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED FOR PUBLIC SERVICE EASEMENT

This Grant Deed for Public Service Easement ("Agreement") is entered into on this ____ day of _____, 2017 ("Effective Date") by and between SLTC, LLC ("Grantor"), owner in fee of that certain real property commonly referred to as 1600 Alvarado Street, APN 075-0047-057-002, and the City of San Leandro, a California municipal corporation ("City") (collectively, the "Parties").

1. Grant of Public Service Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to City a permanent public service easement over its property, as described in Exhibit A and as depicted in Exhibit B (the "Easement"), subject to the conditions set forth in this Agreement.

2. Covenant Running With the Land; Binding on Successors. The Easement created under this Agreement and each term, condition and covenant contained in this Agreement constitutes a covenant running with the land and inures to the benefit of and is binding upon the Parties and their respective successors and assigns, including, without limitation, all subsequent owners of the Property burdened hereby or any portion thereof or interest therein.

3. No Barriers. Except as may be required under existing or future laws, codes, rules or regulations, Grantor shall not construct or maintain any wall, fence or barrier of any kind that impairs or impedes access to, or use of, the Easement on or adjacent to the Easement.

4. Maintenance. The Easement shall be maintained in good and usable condition and in compliance with all applicable laws by the Grantor at its sole cost and expense.

5. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any legal action filed in connection with this Agreement shall be filed in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

6. Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantor and City have executed this Grant Deed for Easement as of the Effective Date first written above.

GRANTOR,
SLTC, LLC

CITY,
City of San Leandro

By:
Its:

By: Chris Zapata
Its: City Manager

ATTEST:

ATTEST:

By:
Its:

By: Tamika Greenwood
Its: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:
Its: Attorney

By: Richard D. Pio Roda
Its: City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION FOR
PUBLIC SERVICE EASEMENT
SAN LEANDRO TECH CAMPUS

All that certain real property, situate in the City of San Leandro, County of Alameda, State of California, being a portion of Parcel 4 as shown on that certain Parcel Map 10762, filed on October 30, 2017, in Book 338 of Maps at Pages 1-4, Alameda County Records, as shown on Exhibit "B" made a part hereof, more particularly described as follows:

Commencing at the most Southerly corner of said Parcel 4, thence along the southerly line of said Parcel 4 North 62°00'00" East, 46.70 feet to the **Point of Beginning**; thence leaving said line North 28°00'51" West, 204.98 feet to a point on the southerly line of Martinez Street, 40 feet wide; thence along said line North 61°59'09" East, 15.00 feet; thence leaving last said line South 28°00'51" East, 204.98 feet to a point on said southerly line of said Parcel 4; thence along said line South 62°00'00" West, 15.00 feet to the **Point of Beginning**.

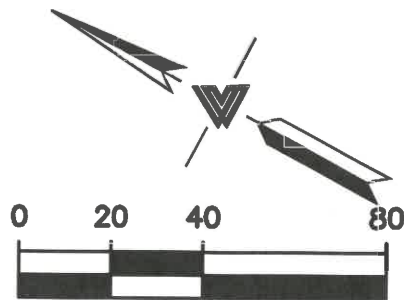
Containing 3,075 square feet, more or less.

END OF DESCRIPTION

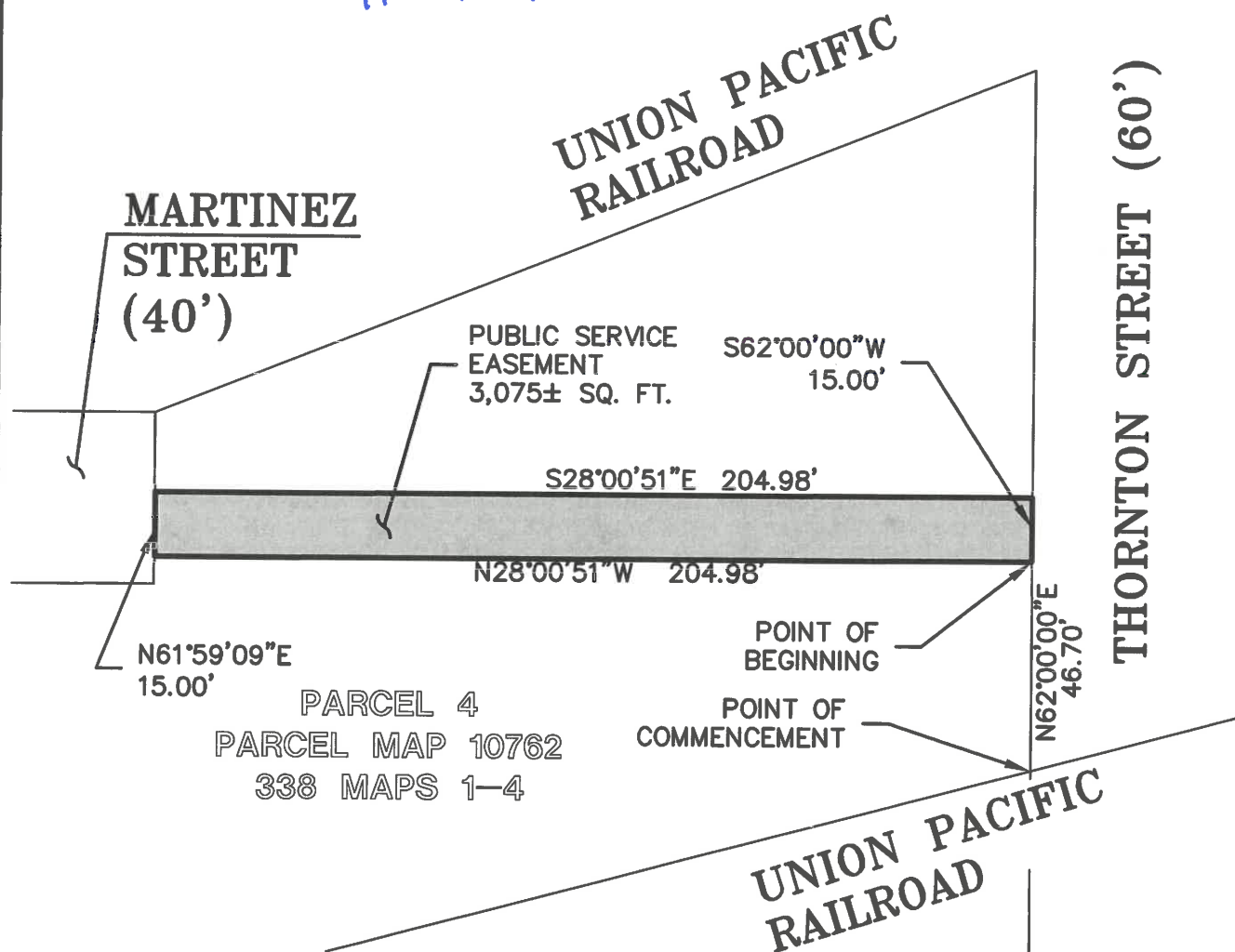




11-29-17



SCALE: 1" = 40'



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

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(F) (510) 887-3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916) 966-1338
(F) (916) 797-7363

WWW.LEABRAZE.COM

EXHIBIT B
PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR
PUBLIC SERVICE EASEMENT
SAN LEANDRO TECH CAMPUS

JOB NO 2170537

SCALE: 1" = 40'

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant, dated _____, 2017, from SLTC, LLC, a California Limited Liability Company to the City of San Leandro, a municipal corporation, is hereby accepted on behalf of the City Council of the City of San Leandro, pursuant to authority conferred by Resolution No. 2005-143, adopted by the City Council of the City of San Leandro on October 17, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Seal:

TAMIKA GREENWOOD
City Clerk of the City of San Leandro