

**OFFICIAL BUSINESS OF PORT OF OAKLAND & CITY OF SAN LEANDRO
NO FEE MAY BE CHARGED FOR RECORDATION PER GOVERNMENT CODE §27383
NO DOCUMENTARY TRANSFER TAXES MAY BE CHARGED; GRANTEE IS AN EXEMPT PUBLIC
AGENCY PER REVENUE & TAXATION CODE §11922**

**RECORDED ON BEHALF OF AND
WHEN RECORDED
RETURN TO:**

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

(Space above this line reserved for Recorder's use only)

GRANT OF EASEMENT FOR ROADWAY PURPOSES

This Grant of Easement for Roadway Purposes ("Grant") is made as of _____, 2019, by the City of Oakland, a California municipal corporation, acting by and through its Board of Port Commissioners ("Grantor" or "Port"), to the City of San Leandro, a California municipal corporation ("Grantee"), in and to the real property in the State of California, County of Alameda, City of Oakland, described in Exhibit A and depicted in Exhibit B attached hereto ("Property"), for roadway and utility purposes.

WITNESSETH:

WHEREAS, Eden Road is a public road that travels from the City of San Leandro through the jurisdiction of the City of Oakland, and then back into the City of San Leandro; and

WHEREAS, the Grantor is the owner in fee of that certain real property located in the City of Oakland where the Grantee desires to improve an existing public road, commonly known as Eden Road, to provide vehicle, bicycle, and pedestrian access to Eden Road within the City of San Leandro, which property is referred to hereinafter as the "Property"; and

WHEREAS, the Grantee desires to access, improve, and maintain the Property for the benefit of the health, safety, and welfare of the residents of the City of San Leandro, as well as the abutting property owners, the traveling public, and utility purveyors that gain access from or to Eden Road; and

WHEREAS, under the Charter of the City of Oakland, the Port is vested with the complete and exclusive power with respect to its Port Area, and the Property is located within the Port Area; and

WHEREAS, the City has determined that improvement of Eden Road will be promoted and enhanced by acquiring this Grant over the Property from the Grantor for roadway and utility purposes.

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

Section 1. Grant of Easement

Grantor hereby grants to Grantee a continuous and perpetual easement upon, over, under, across and through the Property for the purpose of constructing, reconstructing, improving, repairing, and maintaining a public road, including incidental purposes, as well as for the purpose of the installing, constructing, operating, inspecting, repairing, replacing and maintaining utility pipelines, fiber conduit, and all appurtenances incidental thereto.

Section 2. Term

Unless duly terminated earlier, the term of this Grant shall be continuous and perpetual commencing on the date this Grant is approved by the respective governing bodies of the Grantor and Grantee and executed by such governing bodies' authorized representatives (the "Effective Date").

Section 3. Removal of Barriers

Within 365 days of the Effective Date, Grantor shall, at its sole cost and expense, remove the fence currently located on the Property, including poles, netting and any other components. Grantor shall not construct or maintain any wall, fence or barrier of any kind which impairs or impedes access to, or use of, the Property as a public road without the prior written consent of the Grantee.

Section 4. Maintenance of the Road

The Property shall be maintained in a good and safe order and condition at Grantee's sole cost. Grantee shall, at Grantee's sole cost, perform all activities on or about the Property in a good and workmanlike manner, and shall comply with all laws, rules, regulations, codes, orders and ordinances that apply to such activities. Grantee shall keep the Property free from any and all liens arising out of activities performed by Grantee. During the maintenance, repair, or replacement of any improvements on the Property, or any part thereof, Grantee shall maintain, or shall cause all contractors entering onto the Property to maintain, workers' compensation insurance in the statutorily prescribed amount and commercial general liability insurance coverage of at least \$1,000,000, naming Grantor as additional insured. Excepting emergency repairs, Grantee shall provide at least 24 hours advance notice to Grantor for maintenance access to the easement area, and shall conduct maintenance activities in a manner that does not interfere with or obstruct Grantor's routine operations. Notice of repairs shall be provided to:

Port of Oakland
Attention: Manager - Airport Properties
Oakland International Airport
1 Airport Drive, Box 45
Oakland, CA 94621

Section 5. Termination

All or any part of this Grant may be terminated upon failure by the Grantee to comply with any of its terms and conditions, or upon abandonment of the rights granted herein. Further, all or any part of this Grant may be terminated upon failure by Grantee to comply with any of the terms and conditions set forth

in that certain grant by Grantee for access to the airport perimeter dike, dated _____, 2019, granting to Grantor rights and responsibilities to construct and maintain a dike within the City of San Leandro's Water Pollution Control Plant property, or upon failure of Grantee to enter into such a grant.

Section 6. Hold Harmless

Grantee shall indemnify, defend, reimburse and hold harmless Grantor, and each of its employees, officers, agents, contractors, heirs, successors, and assigns, from and against any and all claims, demands, legal or administrative proceedings, losses, penalties, fines, liens, liabilities, judgments, damages, and costs of any kind ("Claims") arising out of or relating to the Property, excluding any Claims to the extent they result from Grantor's intentional wrongful acts or negligence.

Section 7. Additional Terms & Conditions

A. Entire Easement. This Grant contains and integrates the entire agreement of the parties with respect to the subject matter hereof, and supersedes all negotiations and previous agreements, if any, between the parties with respect hereto. This Grant may be modified or amended, in whole or in part, only by a written instrument executed by both the Grantee and Grantor and duly recorded by the Grantee.

B. Severability. If any term, covenant, or condition of this Grant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms, covenants, and conditions shall continue in full force and effect.

C. Notices. All notices and demands shall be given in writing either by personal delivery, recognized overnight delivery service or certified mail, postage prepaid and return receipt requested. Notices shall be considered received by the addressee upon actual delivery to the required address or, in the case of certified mail, 48 hours after deposit with the U.S. Postal Service, postage prepaid. Unless either party receives notice of a change of address in the manner provided in this paragraph, notices shall be addressed as follows:

Notices to Grantor shall be addressed to:

Attention: Manager - Airport Properties
Oakland International Airport
1 Airport Drive, Box 45
Oakland, CA 94621

with a copy to:

Attention: Port Attorney
Port of Oakland
530 Water Street
4th Floor
Oakland, CA 94607

Notices to Grantee shall be addressed to:

City Manager
City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

with a copy to:

City Attorney
City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

D. Attorneys' Fees. In the event any legal proceeding is initiated by one party hereto against the other in connection with this Grant, the prevailing party in such proceeding shall be entitled to recover its costs and expenses (including without limitation reasonable attorneys' fees) paid or incurred in good faith. The "prevailing party," for purposes of this Grant, shall be deemed to be that party which obtains substantially the relief sought, whether by court order or by award or judgment.

E. Mutually Drafted Agreement. Each of the parties to this Grant has been fully and competently represented by counsel of its own choosing in the negotiation and drafting of this Grant. Accordingly, the parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Grant. Further, each of the parties acknowledges that it has read this entire document, including the attached exhibits, and fully understands its terms and effect.

F. Further Assurances. The parties to this Grant shall execute, acknowledge, and deliver such additional documents or instruments as may be necessary to carry out the intent of this Grant, including, but not limited to, those expressly referred to in this Grant.

G. Recordation. The Grantee shall record this document in the Official Records of Alameda County.

H. Binding. This Grant and all of the covenants contained herein shall run with the land and inure to the benefit of and be binding on Grantor and Grantee and their respective successors and assigns forever.

I. Exhibits. The following attached exhibits are incorporated herein and made a part hereof by this reference:

EXHIBIT A
EXHIBIT B

Legal Description of the Property
Legal Depiction of the Property

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Grant as of the date this Grant is signed as approved as to form and legality by the City Attorney.

GRANTOR:

CITY OF OAKLAND,
a California municipal corporation, acting by and
through its Board of Port Commissioners

Dated: _____

By: _____
Executive Director

(Print Name of Signer)

GRANTEE:

CITY OF SAN LEANDRO,
a California municipal corporation

Dated: _____

By: _____
Jeff Kay, City Manager

**THIS GRANT SHALL NOT BE VALID OR
EFFECTIVE FOR ANY PURPOSE UNLESS
AND UNTIL IT IS SIGNED BY THE CITY
ATTORNEY.**

Approved as to form and legality this ____ day of
_____, 2019.

Richard Pio Roda, City Attorney

City Resolution No. _____

2910145.2

Exhibit "A"

Legal Description

Acquisition Easement From City of Oakland

All that certain real property situate in the "Port Area" of the City of Oakland, County of Alameda, State of California, Being a portion of the Rancho San Leandro, described as follows:

Commencing at Station #11 per Record of Survey #575, recorded in Book 10 of Surveys at Pages 88-92, and as shown on the map of Record of Survey #840 recorded in Book 14 of Record of Surveys on page 55, Alameda County Records. Thence, along the centerline of Doolittle Drive, North 45°04'00" West, 126.88 feet; thence South 44°56'00" West, 73.00 feet, to a point on the Westerly right of way of Doolittle Drive (106 feet wide), the **Point of Beginning**.

Thence along said West right of way, South 45°04'00" East, 15.40 feet; Thence leaving said right of way, through a tangent curve, concave to the north-west, having a radius of 50.00 feet, a central angle of 114°39'17" and a curve length of 100.06 feet to a point on the Northerly right of way of Eden Road (50 feet wide), said point being South 69° 35' 17" West, 158.29 feet from the intersection of the projection of the North right of way with a line parallel to the centerline of Doolittle Drive; thence along the North right-of-way of Eden Road, South 69° 35' 17" West, 1045.56 feet, thence South 50° 03' 57" West, 15.55 feet, to a point on the East line of that certain land described in the Grant Deed recorded August 31, 1938 in Book 3650 of Official Records at page 464, Alameda County records. Thence along said East line of that parcel described, North 20°24'43" West, 19.20 feet, thence leaving said East line, along a line parallel to and 14.00 feet Northerly of the existing North right-of-way of Eden Road, North 69° 35' 17" East, 1053.80 feet, thence through a tangent curve, concave to the north-west, having a radius of 50.00 feet, a central angle of 114°39'17" and a curve length a distance of 100.06 feet to a point on the Westerly right of way of Doolittle Drive (106 feet wide), the **Point of Beginning**.

Containing: 15,928 Square Feet +/-

A plat of the above described parcel of land is attached hereto and labeled Exhibit "B" and is made a part hereof.

Kier & Wright, Civil Engineers and Land Surveyors, Inc.

Seth H. Irish, LS 5922
License Expires: 12/31/2018

January 12, 2017
Date



LEGEND

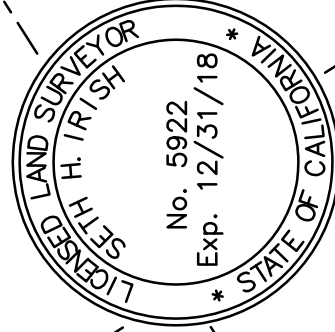
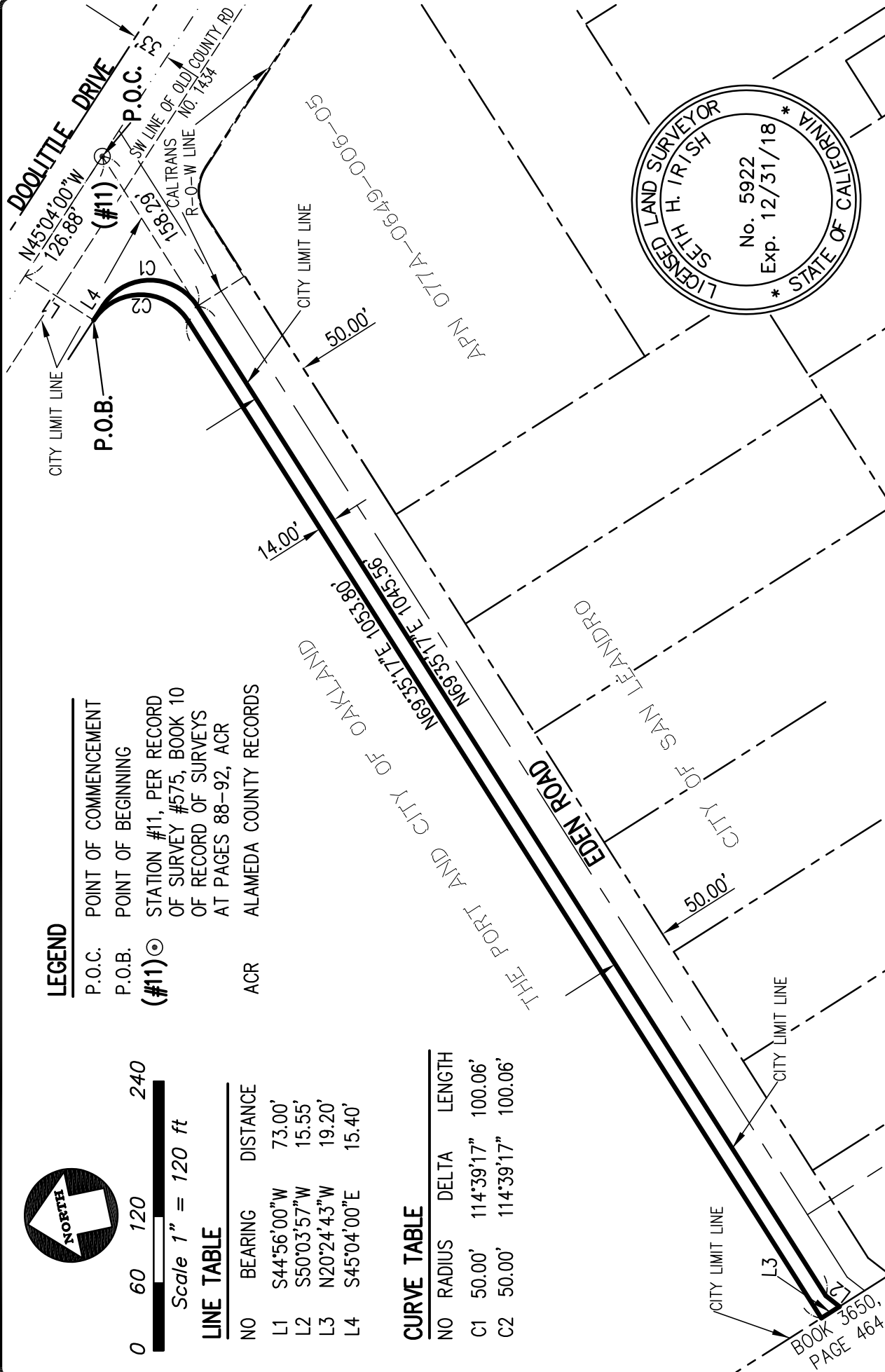
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
(#11)⊙	STATION #11, PER RECORD OF SURVEY #575, BOOK 10 OF RECORD OF SURVEYS AT PAGES 88-92, ACR
ACR	ALAMEDA COUNTY RECORDS

LINE TABLE

NO	BEARING	DISTANCE
L1	S44°56'00"W	73.00'
L2	S50°03'57"W	15.55'
L3	N20°24'43"W	19.20'
L4	S45°04'00"E	15.40'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	50.00'	114°39'17"	100.06'
C2	50.00'	114°39'17"	100.06'



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"

ACQUISITION EASEMENT
CITY OF OAKLAND

SAN LEANDRO,

ALAMEDA COUNTY,

CALIFORNIA

DATE JANUARY, 2017

BY SHI

JOB NO. A08525-4

SCALE 1" = 120'

SHEET 1 OF 1

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement for Roadway Purposes, dated _____, 2019, from the City of Oakland, a California municipal corporation, acting by and through its Board of Port Commissioners to the City of San Leandro, a California 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:

LETICIA MIGUEL
City Clerk of the City of San Leandro