

Recording requested by  
and when recorded mail to:

City of Palo Alto  
Real Estate Division  
PO Box 10250  
Palo Alto, CA 94303

With a copy to:  
City of Mountain View  
Real Property  
500 Castro St P.O Box 7540  
Mountain View, CA 94309

No recording fee pursuant to Government Code §6103

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## GRANT OF EASEMENT AND AGREEMENT

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THIS GRANT OF EASEMENT AND AGREEMENT, is made as of \_\_\_\_\_ by and between CITY OF PALO ALTO, a chartered city and municipal corporation of the state of California, hereinafter referred to as “Grantor”, and CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, hereinafter referred to as “Grantee”.

### RECITALS

A. Grantor is the owner of that certain real property commonly known as Assessor Parcel Number 147-09-051, located on San Antonio Road, Palo Alto, CA, as more particularly described in Attachment 1 (entitled “Property Legal Description”), attached hereto and incorporated herein, (the “Property”).

B. Grantee desires to acquire an easement to construct and maintain sewer pipelines and appurtenances in, under, and across a portion of the Property to connect from Grantee’s Alma Recorder to the City of Los Altos Trunk Sewer as part of the San Antonio Area Sewer Improvements, Project 19-45.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee a nonexclusive easement (“Easement”) under the Property as described in Exhibit A (entitled “Easement Legal Description”) and depicted on Exhibit B (entitled “Easement Plat to Accompany Legal Description”), attached hereto and incorporated herein, (“Easement Area”) for so long as the Easement Area is used exclusively for the purposes of laying, installing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using an underground sewer pipeline together with all necessary appurtenances thereof. Grantor expressly reserves for itself, its successors and its

assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. Following completion of the construction of the underground sewer pipeline and appurtenances—and excluding emergency work, inspection, maintenance, and repairs—Grantee will provide a minimum of fifteen (15) days' notice to Grantor before commencing any minor maintenance or repair of the underground sewer pipeline or appurtenances, and Grantee will provide a minimum of ninety (90) days' prior written notice to Grantor before commencing any major reconstruction of the underground sewer pipeline or appurtenances. Notwithstanding the foregoing, any failure of Grantee to provide such notice shall not constitute a breach of this Easement Agreement.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances in, on, under or above the Property or any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of the Property. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the

Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

10. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in the Property conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

14. If any term, covenant, condition, or provision of this instrument is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the date first above written.

**GRANTOR:**

**CITY OF PALO ALTO, a chartered city and municipal corporation of the State of California**

By \_\_\_\_\_  
Ed Shikada  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney or Designee

**GRANTEE:**

**CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation**

By \_\_\_\_\_  
Kimbra McCarthy  
City Manager

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Public Works Director

FINANCIAL APPROVAL:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Finance and Administrative Services Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,                     )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, a notary  
public in and for said County and State, personally appeared  
\_\_\_\_\_ personally known to me (or 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.

Rev. 9/29/99

\_\_\_\_\_  
(Signature of Notary Public)

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STATE OF CALIFORNIA,                     )  
COUNTY OF \_\_\_\_\_)

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\_\_\_\_\_ personally known to me (or 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.

Rev. 9/29/99

\_\_\_\_\_  
(Signature of Notary Public)

## ATTACHMENT 1 – PROPERTY LEGAL DESCRIPTION

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALO ALTO, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That certain real property situated in the state of California, county of Santa Clara, city of Palo Alto, and described as follows:

Being a portion of lot 1 of that certain "map of the partition of the 50-acre tract owned by Giuseppe Arata, et al, in the Rancho Rincon De San Francisquito" recorded October 22, 1894 in [book H of Maps, page 93](#), records of Santa Clara County, California, which portion is more particularly described as follows:

BEGINNING at the point of intersection of the southeasterly line of said Lot 1 with the northeasterly line of Alma Street (formerly known as Griffith Avenue) which northeasterly line is perpendicularly distant 25.00 feet northeasterly from the existing monumented centerline of Alma Street, which point is distant Southeasterly along said Northeasterly line 373.124 feet (called 372.90 feet on said Map) from the Southeasterly line of San Antonio Avenue (also known as San Antonio Road and formerly called Swall Road) which southeasterly line of San Antonio Avenue is perpendicularly distant 25.00 feet southeasterly from the existing monumented centerline of San Antonio Avenue; thence from said point of beginning North 51° 30' 55" West (called North 51° 30' West, upon said map) along said northeasterly line of alma street 178.074 feet to the southeasterly line of lands conveyed by deed to dr. Howard t. Behrman, recorded January 26, 1960 in [Book 4675 of official records, Page 660](#), Santa Clara County; thence along said southeasterly line of the lands of Behrman North 35° 49' 00" East 180.03 feet; thence along the northeasterly line of said lands of Behrman North 51° 30' 55" West 195.05 feet to said southeasterly line of San Antonio Avenue; thence along the southeasterly line of San Antonio Avenue North 35° 49' 00" East (called North 35° 45' East on said map) 98.30 feet to the true point of beginning thence South 80° 26' 00" East a distance of 149.30 feet; thence North 21° 19' 08" East A distance of 192.27 feet; thence North 43° 00' 00" West a distance of 87.43 feet to a point on the said southeasterly line of San Antonio Avenue, thence along said southerly lines South 35° 49' 00" West, a distance of 269.14 feet to the true point of beginning.

APN: 147-09-051

## EXHIBIT A – EASEMENT LEGAL DESCRIPTION

### EXHIBIT "A" LEGAL DESCRIPTION


All that real property situate in the City of Palo Alto, County of Santa Clara, State of California, being a portion of the land described in that certain GRANT DEED, recorded April 9, 2010 as Document Number 20672467, Santa Clara Records, more particularly described as follows:

The northwesterly 20.00 feet of said GRANT DEED, adjoining and lying southeasterly of the southeasterly line of San Antonio Avenue, as described in said GRANT DEED.

Containing 5,203 square feet or 0.12 acres, more or less.

The sidelines of the above described strip of land shall be prolonged or shorten at the northeasterly and southerly lines of said GRANT DEED.

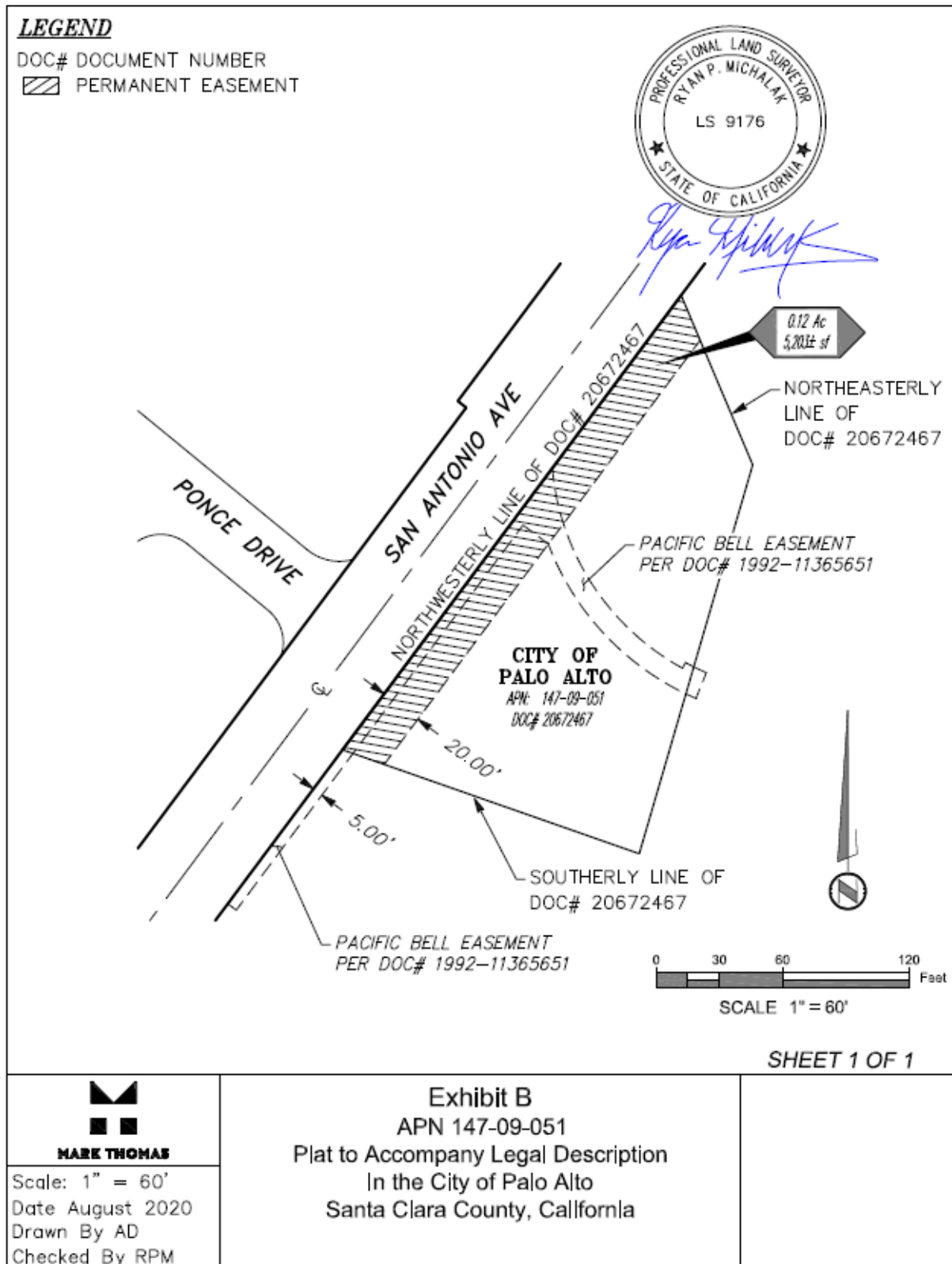
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
\_\_\_\_\_  
Ryan P. Michalak, LS 9176



August 28, 2020  
\_\_\_\_\_  
Date

# EXHIBIT B – EASEMENT PLAT TO ACCOMPANY LEGAL DESCRIPTION





## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in portions of the parcel of land (APN: 147-09-051) conveyed by the Grant of Easement dated the \_\_\_\_ day of \_\_\_\_\_ 2021, from the CITY OF PALO ALTO (“GRANTOR”) to the CITY OF MOUNTAIN VIEW (“GRANTEE”), IS HEREBY ACCEPTED by the undersigned officer on behalf of the City of Mountain View pursuant to authority conferred by RESOLUTION NO. 13622 of the Mountain View City Council adopted on May 26, 1982 authorizing the City Manager of the City of Mountain View to accept and consent to deeds, grants, dedications, and other conveyances to the City of Mountain View pursuant to Council Policy A-10, and GRANTEE consents to recordation thereof by GRANTEE’s duly authorized officer, the City Clerk of the City of Mountain View.

Dated this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

CITY OF MOUNTAIN VIEW,  
a California charter city and  
municipal corporation

By: \_\_\_\_\_  
Kimbra McCarthy, City Manager

Gov. Code 27281

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GENERAL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )     ss.  
COUNTY OF SANTA CLARA            )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
City of Mountain View  
Government Code §40814