

WHEN RECORDED MAIL TO:

City Clerk
City of Manteca
1001 W. Center Street
Manteca, CA 95337

GRANT OF EASEMENT

PREAMBLE

This Agreement made this _____ day of _____, 20____, by and between Woodbridge Center East, LLC, a California limited liability company, hereinafter referred to as "Grantor," and City of Manteca, hereinafter referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property in the City of Manteca, County of San Joaquin, State of California, hereinafter referred to as the "Servient Tenement," and described in that certain Grant Deed recorded in Document No. 2008-163390, Official Records of San Joaquin County, and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

1. For valuable consideration, Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted herein is used for the purpose of emergency vehicle access. As referenced herein, "emergency vehicle," includes, but is not limited to, vehicles used by emergency service providers such as police, fire, medical personnel, and public works.
4. The easement granted herein is a right to use and maintain, an eight-inch (8") water line and appurtenances, hereto referred to as said facilities

Location

5. The easement granted herein is located as described in Exhibit "A" and shown on Exhibit "B," as attached hereto and incorporated herein by reference.

ATTACHMENT 3

Use by Grantee

6. The easement granted herein includes the following use of the Servient Tenement: the right to install, repair, remove, replace, reconstruct, use, operate, inspect, and maintain said facilities and the right of ingress, use, travel upon, and egress of an emergency vehicle(s) over, along, upon, under, and across the parcel of real property described in and shown on Exhibit "A" or to other adjacent lands for emergency purposes. Said parcel to be kept open and free from vehicles, obstructions, buildings, and structures of any kind.

Exclusiveness of Easement

7. The easement granted herein is non-exclusive.

Secondary Easements

8. The easement granted herein includes incidental rights of the Grantee to maintain, repair, and replace portion(s) of the easement as needed.

Maintenance

9. No parking signage and striping shall be installed along the EVA. Fire line shall be accessible in the case of emergency.

Entire Agreement

10. This instrument, including the exhibits attached hereto, 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 null and void unless the parties execute a subsequent, signed, modification in writing.

Binding Effect

11. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto and shall run with the land in the event of subsequent changes of ownership.

ATTACHMENT 3

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year as set forth, above.

Grantor,
<<Woodbridge Center East LLC, a
California limited liability company>>


<<William Filios Manager>>

(Notary Attachment Required)

Grantee,
City of Manteca, a Municipal Corporation

Gary Singh, Mayor

ATTEST: _____
Cassandra Candini-Tilton
Director of Legislative Services

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 San Joaquin)

On March 02, 2020, before me, Jill A. Turner, Notary Public, personally appeared William Filios, who 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.

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.

Jill A. Turner

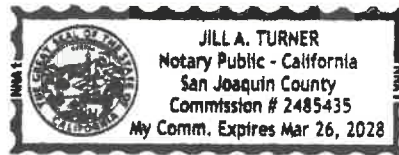


EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain real property, being a portion of Parcels 5 and 6, as shown on that certain map filed for record December 3rd, 2008 in Book 25 of Parcel Maps, at Page 17, San Joaquin County Records, and situate in the southwest quarter of Section 20, Township 1 South, Range 7 East, Mount Diablo Meridian, City of Manteca, County of San Joaquin, State of California, more particularly described as follows:


BEGINNING at a point on the West line of said Parcel 5 from which the northwest corner of said Parcel 5 bears North 01°27'57" West 28.49 feet, said Point of Beginning being also a point on the East right-of-way line of Union Road and 52.00 feet distant at right angles from the West line of said southwest quarter;
thence North 89°28'40" East 13.01 feet;
thence North 65°36'13" East 67.82 feet to a point on the North line of said Parcel 5;
thence along said North line and the North line of said Parcel 6 South 89°44'04" East 466.65 feet;
thence leaving last said North line and proceeding South 54°59'31" East 17.17 feet;
thence South 89°44'04" East 59.73 feet to a point on the East line of said Parcel 6;
thence along last said East line South 00°15'56" West 42.00 feet;
thence leaving said East line of Parcel 6 and proceeding North 89°44'04" West 60.59 feet;
thence North 54°59'31" West 29.45 feet to a point which is 35.00 feet distant at right angles from the North line of said Parcels 5 and 6;
thence parallel with the North line of said Parcels 5 and 6 North 89°44'04" West 448.05 feet;
thence South 65°36'13" West 67.57 feet;
thence South 89°28'40" West 19.83 feet to a point on aforementioned West line of Parcel 5, said West line being also said East right-of-way line;
thence along said West line North 01°27'57" West 35.00 feet to the Point of Beginning.

Containing 22,294 square feet (0.51 acres), more or less.

SUBJECT TO all easements and/or rights-of-way of record.

The Basis of Bearings for this description is a line between City of Manteca monuments No. 223 and 235 which bears South 89°44'04" East as calculated from City of Manteca Control Monument Survey filed in Book 33 of Surveys, at Page 133, San Joaquin County Records. All distances shown are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

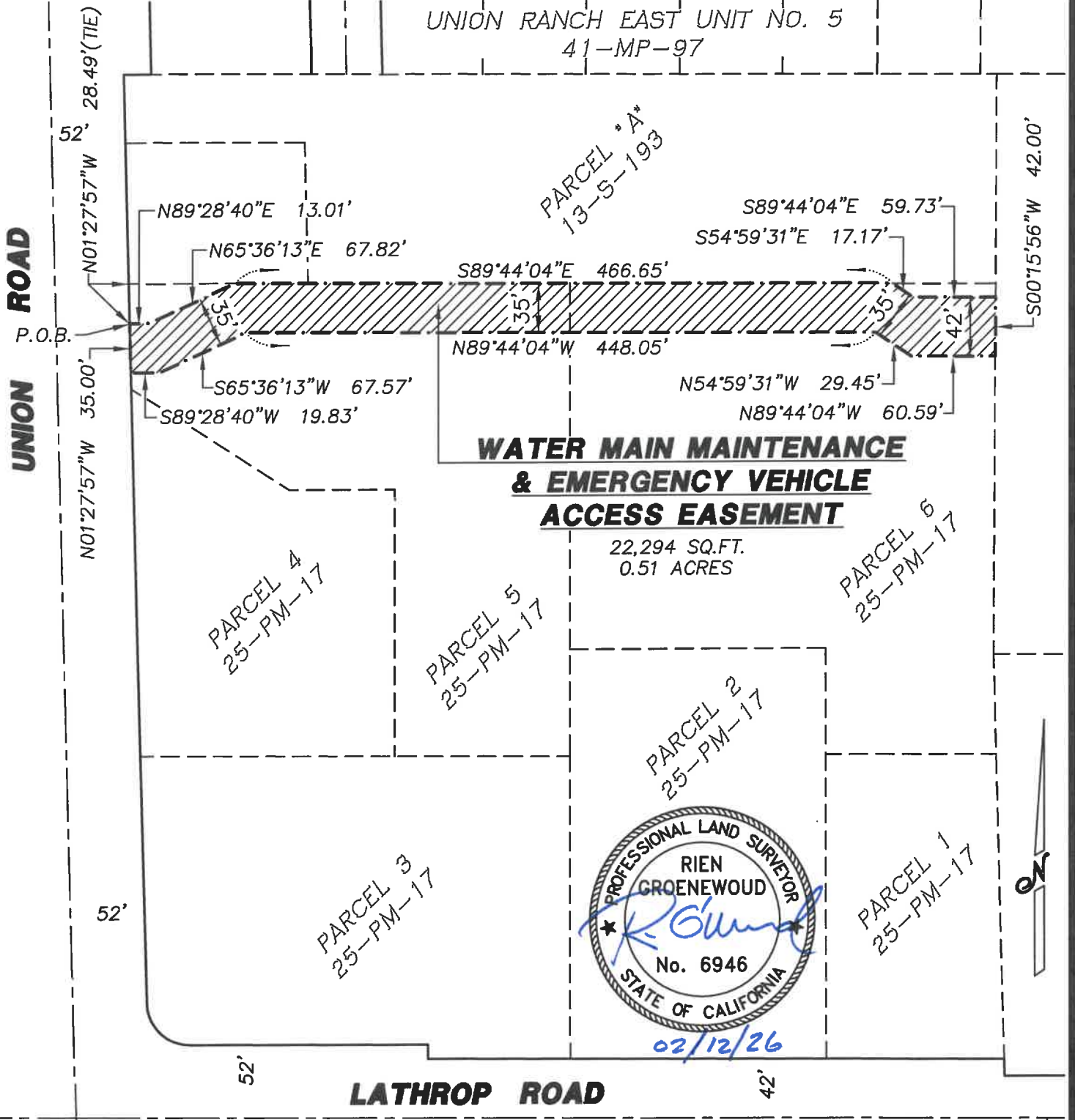


Rien Groenewoud, P.L.S. 6946



UNION RANCH EAST UNIT No. 5
41-MP-97

UNION ROAD



**WATER MAIN MAINTENANCE
& EMERGENCY VEHICLE
ACCESS EASEMENT**

22,294 SQ.FT.
0.51 ACRES



P.O.B. POINT OF BEGINNING

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North Star

Engineering Group, Inc.

• CIVIL ENGINEERING • SURVEYING • PLANNING •
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**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT 'B'

OF A PORTION OF PARCELS 5 & 6 AS SHOWN IN Bk. 25 OF
PARCEL MAPS, Pg. 17, S.J.C.R., SEC.20, T1S, R7E, M.D.M.

MANTECA SAN JOAQUIN COUNTY CALIFORNIA

JOB: J17-1924
DATE: 02/11/26
SCALE: 1"=100'
DRAWN: RG
DESIGN: RG
CHK'D: RG

SHEET

01
OF **01**