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Titles: 2 Pages: 9

Fees: \$0.00
Taxes: \$0.00
AMT PAID: \$0.00

Recording Requested By
and When Recorded Mail to:

University of California
Real Estate Services Group
1111 Franklin St., 6th floor
Oakland, CA 94607

A.P.N. 031-121-003 (a portion).

GRANT OF EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103
Documentary Transfer Tax: \$0 no documentary tax due (~~Rev. & Tax Code §11922~~
conveyance to government entity.)

THIS AGREEMENT, made this 21ST day of December, 2020,
by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California
corporation, hereinafter referred to as "Grantor", and the City of Marina, California, a chartered
city and municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of
Grantor's property commonly known as APN 031-121-003 (the "Land"), which easement is
described in Exhibit "A" and depicted on Exhibit "B" for a slope easement, construction of a
slope to adjust the elevation of the Land, ("Easement Area").

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement in, on, over, under,
along and across the Land located as described in Exhibits A and B for so long as the Grantee's
use of the Easement Area is exclusively for the purpose(s) of constructing, installing,
maintaining, and repairing a slope ("Easement Purpose"), including a reasonable right of ingress
and egress over adjoining lands of Grantor. ^{The Regents of the} ~~University of California~~ Grantor expressly reserves for
itself, its successors and its assigns, the right to have access to cross and 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. Without interference with the Easement Purpose Grantor shall retain the right to
construct a road across the Easement Area for direct access to the public road, Imjin Parkway, as
needed by Grantor for any future projects.

A

3. 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.

4. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, 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.

5. 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.

6. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

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, natural habitat that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area to the reasonable approval of the Grantor. Grantee is required to submit all plans, permits, and other municipal approvals to Grantor for its reasonable approval prior to start of work which approval shall not be unreasonably conditioned or delayed.

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, students, 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. 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.

11. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By Nicole M. Vamasi
Its Nicole Vamasi
Authorized Signer

GRANTEE: THE CITY OF MARINA

By See Attached

By _____

City of Marina, a chartered city and municipal corporation

Matt Morgan

By: ~~Layne Long~~ MATTHEW MOBERGSEN
Its: City Manager ASSISTANT CITY MANAGER

ATTEST:

Anita Shepherd-Sharp

By: Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

Robert W. Rathie

Robert W. Rathie for the City Attorney

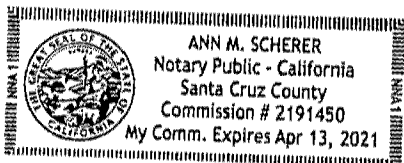
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Cruz
On December 17, 2020 before me, Ann M. Scherer, Notary Public,
personally appeared Nicole M Vamosi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement and Agreement
Document Date: December 17, 2020
Number of Pages:
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nicole M Vamosi
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[X] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing: Self

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property conveyed by that certain deed or grant dated December 21, 2020, from The Regents of the University of California, a California corporation to the City of Marina, a municipal corporation, is hereby accepted by the undersigned City Manager on behalf of the City of Marina pursuant to authority conferred by Resolution 88-73 of the City Council, adopted on November 1, 1988, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: December 21, 2020.

By: Mat M.
~~Layne Long~~, MATTHEW MOGENSEN
City Manager ASSISTANT CITY MANAGER
City of Marina

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 MONTEREY)

On December 21, 2020, before me, Anita Shepherd Sharp, ^{Notary Public} personally appeared Matthew Mogensen who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which 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
Anita Shepherd Sharp

(seal)

WITNESS my hand Notary
Public, State of California

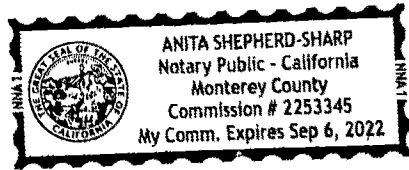


EXHIBIT A

**LEGAL DESCRIPTION OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOLUME 19 OF SURVEYS, PAGE 20**

Certain real property situate in the City of Marina, State of California, being a portion of Parcel 5 as said parcel is shown on the map filed for record in Volume 19 of Surveys at Page 20 in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said Parcel 5; thence along the northeasterly line thereof

- 1) North 49°47'39" West, 22.09 feet; thence departing said northeasterly line
- 2) South 45°20'37" West, 173.48 feet; thence
- 3) North 44°39'23" West, 26.00 feet; thence
- 4) South 45°20'37" West, 65.00 feet; thence
- 5) South 44°39'23" East, 26.00 feet; thence
- 6) South 39°10'56" West, 204.96 feet, more or less, to a point on the southeasterly line of said Parcel 5, being also the northwesterly sideline of Imjin Parkway, described as Parcel E4.7.1 in the quitclaim deed recorded as Document 2011003551, Official Records of said county; thence along said line
- 7) North 50°00'00" East, 91.90 feet; thence
- 8) Northeasterly 353.34 feet, more or less, along the arc of a tangent curve to the left having a radius of 1,725.00 feet, through a central angle of 11°44'10", more or less, to the Point of Beginning

Containing 0.298 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 3462.00

9/9/2019
DATE



EXHIBIT B

CITY OF MARINA
PARCEL 6
VOL. 19 SUR. PG. 20

U.C.S.C.
PARCEL 5
VOL. 19 SUR. PG. 20

MARINA 1-A
VOL.23 SUR. PG.79

SLOPE EASEMENT
±0.298 ACRES

POINT OF BEGINNING

IMJIN

(FORMER FORT ORD PARCEL EA.7.1)
DOC. # 2011003551

(FORMER FORT ORD PARCEL EA.7.2)
DOC. # 2012068033

PARKWAY

N49°47'39"W 22.09'

S45°20'37"W 173.48'

Δ=1144'10" R=1725.00' L=353.34'

N44°39'23"W 26.00'

S45°20'37"W 65.00'

S44°39'23"E 26.00'

S39°10'56"W 204.96'

06.16 3.00,00,05N



SCALE: 1" = 80'

**PLAT TO ACCOMPANY DESCRIPTION
OF A SLOPE EASEMENT
OVER A PORTION OF PARCEL 5, VOL. 19 SUR. PG. 20**

CITY OF MARINA, CALIFORNIA
SEPTEMBER 9, 2019



Whitson
ENGINEERS

Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com