OFFICIAL BUSINESS Document entitled to free Recording per Government Code Section 6103

Recording Requested By and When

Recorded Mail To:

City of Santa Monica

1685 Main Street,

Mail Stop 15

Santa Monica, CA 90401

Attention: City Engineer

SPACE ABOVE LINE FOR RECORDING USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20XX (“Effective Date”), by and between LEGAL OWNER GRANTING EASEMENT ("Grantor"), and the CITY OF SANTA MONICA, a municipal corporation organized and existing pursuant to the laws of the State of California and its charter ("Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain tract of real property as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference. Said real property shall be referred to in this Agreement as the "Grantor Property."

WHEREAS, the Grantor seeks to dedicate an easement on a portion of the Grantor's Property. Said easement shall be approximately two and a half (2.5) feet wide, as more particularly described in Exhibits B and C attached hereto and incorporated herein by reference (the “Easement Area”).

WHEREAS, Grantor seeks to provide to the Grantee, and Grantee agrees to accept, the Easement Area on the terms and conditions set forth, herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

Grantor hereby grants to Grantee, and Grantee accepts, an easement for street and highway and public utilities purposes and all other uses appurtenant thereto, in, over, under, along, and across the Easement Area.

1. Term of Easement.

The easement granted in this Agreement shall commence on the Effective Date hereof and continue in perpetuity, unless terminated by Grantee’s execution of an instrument that releases the Easement Area to Grantor.

1. Indemnification.

Grantor shall indemnify, defend and hold harmless the Grantee, its successors and assigns, from and against any and all liability, claims, damages, or costs, to the extent arising from or related to any work performed by Grantor, its employees, subcontractors and agents within the Easement Area; however, nothing in this provision shall be construed as obligating Grantor to indemnify, defend and hold harmless for claims arising from the negligence or willful misconduct of the Grantee.

1. Attorneys' Fees and Costs.

If legal action by any party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

1. Notices.

All written notices and demands of any kind which any party may be required or may desire to serve on the other in connection with this Agreement may be served as an alternative to personal service by registered or certified mail. Any such notice or demands served by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the party to be served and delivered to the party if not by personal service, as follows:

 If to Grantee: City Manager

 City of Santa Monica

 1685 Main Street, Room 209

 Santa Monica, CA 90401

 With a copy to: City Attorney

 City of Santa Monica

 1685 Main Street, Room 310

 Santa Monica, CA 90401

 If to Grantor: Name

 Street Address

 City, State, Zip

 Attn: [insert. Optional]

Service of any notice or demand made by mail shall be deemed complete on the date of actual delivery as shown by the addressee's certified or registered receipt or upon the expiration of the second day after the date of mailing, whichever is earlier in time. Any party hereto may, from time to time by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to whom all notices and demands are thereafter to be addressed.

1. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

1. Binding Effect.

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

1. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one (1) and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date herein first above written in Santa Monica, California.

[REMAINDER OF PAGE BLANK. SIGNATURES ON FOLLOWING PAGE.]

 CITY OF SANTA MONICA

ATTEST: a municipal corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DENISE ANDERSON-WARREN DAVID WHITE

City Clerk City Manager

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOUGLAS SLOAN

City Attorney

 GRANTOR:

 LEGAL NAME OF GRANTOR

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME

 Title

**CERTIFICATE OF ACCEPTANCE**

The City of Santa Monica, a municipal corporation, hereinafter called Grantee, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions. This is to certify that the interest in real property conveyed by the Easement Agreement dated from LEGAL OWNER GRANTING EASEMENT ("Grantor"), to the City of Santa Monica, a municipal corporation ("Grantee"), is hereby accepted by the undersigned officer or agent pursuant to authority conferred by Resolution No. 7995 (CCS) of the City Council adopted on March 27, 1990, and Grantee consents to recordation thereof by its duly authorized officer.

DATED as of \_\_\_\_­\_\_\_\_\_\_\_\_\_, 2023.

 CITY OF SANTA MONICA

ATTEST: a municipal corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DENISE ANDERSON-WARREN DAVID WHITE

City Clerk City Manager

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOUGLAS SLOAN

City Attorney

**NOTARIAL ACKNOWLEDGMENT FOR GRANTOR**

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, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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.

|  |  |
| --- | --- |
|  |  |
| Notary Public | (SEAL) |

**NOTARIAL ACKNOWLEDGMENT FOR DAVID WHITE**

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, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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.

|  |  |
| --- | --- |
|  |  |
| Notary Public | (SEAL) |

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

[insert the documents labeled correctly behind this sheet]

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

[insert the documents labeled correctly behind this sheet]

EXHIBIT C

PLAT MAP OF EASEMENT AREA

[insert the documents labeled correctly behind this sheet]