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Recorded Mail To:

City of Santa Monica
1685 Main Street, Room 212
Santa Monica, CA  90401

SPACE ABOVE LINE FOR RECORDING USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made on this ________ day of
_________, 20XX, 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.
2. **Indemnification.**

Grantor shall indemnify, defend and hold harmless the Grantee, its success and assigns, from and against any and all Claims to the extent arising from or related to any work performed by Grantor, its employees, subcontractors and agents on the Easement Areas; 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.

3. **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.

4. **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.
6. **Governing Law.**

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

7. **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.

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

CITY OF SANTA MONICA

ATTEST: _____________________________

DENISE ANDERSON-WARREN
City Clerk

RICK COLE
City Manager

APPROVED AS TO FORM:

______________________________

LANE DILG
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.

DATED as of _____________, 20XX.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

__________________________________  By: _____________________________
DENISE ANDERSON-WARREN   RICK COLE
City Clerk      City Manager

APPROVED AS TO FORM:

__________________________________
LANE DILG
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 RICK COLE

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)
EXHIBITS A, B, and C

[insert the documents labeled correctly and delete this sheet]