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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.

ATTEST: CITY OF SANTA MONICA
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
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

DENISE ANDERSON-WARREN
City Clerk

By: _____
RICK COLE
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]