

FREE RECORDING REQUESTED PURSUANT
TO GOVERNMENT CODE SECTION 27383

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 669-060-10-00

The undersigned grantor(s) declare(s):

Document transfer tax is \$ NONE

GRANT OF EASEMENT

This Grant of Easement (the "Agreement") is entered into between Santos Family Trust 08-11-03 ("Grantor") and the City of National City, a municipal corporation ("Grantee") and is effective on the date it is recorded in the Office of the County Recorder, which date is _____, 2024.

RECITALS

A. Grantor is the owner of one parcel of real property situated in the City of National City, County of San Diego, California commonly known as APN 6690601000 ("Grantor's Property").

B. Easement is needed for the perpetual maintenance of a public drainage channel.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a perpetual easement for the purpose of (describe purpose) (the "Easement") over, upon and through that portion of Grantor's property located in the City of National City, County of San Diego, as particularly described in Exhibit A and as depicted on Exhibit B, attached to this Agreement (the "Easement Area").
2. Term. The Easement shall be an easement in perpetuity for the benefit of Grantee, its successors and assigns.
3. Easement Purposes. The Easement Area shall be for the right to enter upon the right-of-way hereby granted for the purpose of construction and maintenance of Drainage Channel Facilities.
4. Character of Easement. The Easement is nonexclusive. Grantee has the absolute right to use the Easement Area for the Easement Purposes which use must not be disturbed, interrupted, or impeded in any manner while this Agreement is in effect. During the term of this Agreement, no

walls, fences, obstructions, or barriers of any sort or kind whatsoever that prevent or impair the use of the Easement Area, or the exercise or performance of any of the Easement Purposes, shall be constructed, maintained, or permitted on the Easement Area, or any portion thereof, by the Grantor. No vehicles shall be parked on the Easement Area at any time. Grantor shall ensure that the Easement Area complies with all applicable federal, state, and local laws and regulations.

5. Maintenance and Repair. Grantee shall be solely responsible to conduct such maintenance and repair of the Easement Area as is necessary to maintain the Easement Area in good condition and repair, including without limitation, repairs to the drainage channel walls within the Easement Area. All costs of maintenance and repair to the Easement Area shall be the sole responsibility of the Grantee.

6. Successors and Assigns. The provisions of this Agreement are intended to and shall run with the land, and until its termination in accordance with the terms of this Agreement, shall bind and be a charge upon the land of the Grantor, its respective successors and assigns, and shall inure to the benefit of Grantee, its respective successors and assigns.

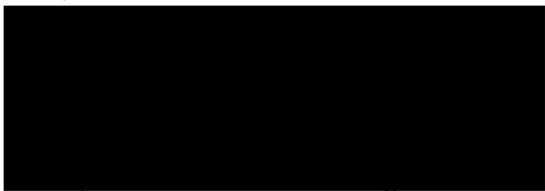
7. Termination. This Agreement may not be terminated unless Grantee determines, in its sole discretion, that the Easement is no longer necessary for the Easement Purposes. In this instance, Grantee shall record a Deed of Release of the Easement in the Office of the County Recorder.

8. Indemnification. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of or in any way connected to the activities of Grantee, its agents, representatives, heirs, successors, assigns or invitees in connection with the Easement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Grantee, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

9. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be in writing and signed by Grantor and Grantee or their respective successors or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR:
SANTOS FAMILY TRUST 08-11-03



GRANTEE:
CITY OF NATIONAL CITY

EXHIBIT " A "

LEGAL DESCRIPTION

28' WIDE FUTURE CITY EASEMENT

THAT PORTION OF LOT 8 OF B. F. PRITCHARD'S PARADISE VILLA ADDITION TO NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 155, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JULY 7, 1887, LYING NORTHERLY OF THE CENTER LINE OF THE COUNTY ROAD (ROAD SURVEY NO. 609) AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, DATED JULY 28, 1938 AND RECORDED IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, BEING ALSO THE NORTH EAST CORNER OF LOT 40 OF PARADISE VALLEY SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA; ACCORDING TO MAP THEREOF NO. 14734, THENCE NORTH $72^{\circ}03'23''$ EAST 14.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE SOUTH $78^{\circ}20'41''$ EAST 362.19 FEET TO THE EASTERLY LINE OF SAID LOT 8, THENCE SOUTH $17^{\circ}43'19''$ EAST 32.13 FEET ALONG SAID EASTERLY LINE OF LOT 8, THENCE NORTH $78^{\circ}20'41''$ WEST 378.63 TO THE EASTERLY LINE OF SAID LOT 40, THENCE NORTH $17^{\circ}42'23''$ WEST 24.01 FEET ALONG SAID EASTERLY LINE OF SAID LOT 40 TO THE POINT OF BEGINNING.

EASEMENT AREA 10,543 SQUARE FEET MORE OR LESS.



EXHIBIT "B"

28' WIDE FUTURE CITY EASEMENT

MAP
LOT 8

LOT 9

4162
LOT 10

PARADISE RS 609 AVENUE

60.0'

BASIS OF BEARINGS
N72°03'23"E 329.94'

POB

MAP 14734
LOT 40

MAP 155
LOT 8

N17°42'23"W 87.11'

N17°43'19"W 178.90'

S78°20'41"E 362.19'

N78°20'41"W 378.63'

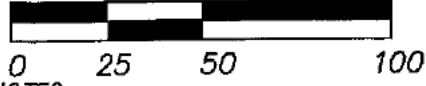
PARADISE VALLEY ROAD
RS 609

S17°43'19"E
32.13'

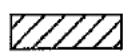


LINE DATA TABLE		
LINE NO.	BEARING	DISTANCE
L1	N72°03'23"E	14.32'
L2	N17°42'23"W	24.01'

1"=50'



LEGEND:



FUTURE CITY EASEMENT
AREA= 0.242Ac.= 10,543 SF

NOTES:
1. BEARINGS AND DISTANCES PER PM 14734.

JN: 17-126 DATE: 5.31.24

171 SAXONY RD, STE. 213, ENCHITAS, CA 92024
TEL: (760) 438-0660 FAX: (760) 438-0659

EXHIBIT " A "

LEGAL DESCRIPTION

FUTURE CITY EASEMENT

THAT PORTION OF THE SOUTHEASTERLY HALF OF PARADISE AVENUE PER ROAD SURVEY NO. 609 ADJOINING ON THE NORTHWEST OF LOT 8 OF B. F. PRITCHARD'S PARADISE VILLA ADDITION TO NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 155, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JULY 7, 1887, LYING SOUTHERLY OF THE CENTER LINE OF THE COUNTY ROAD (ROAD SURVEY NO. 609) AS SAID ROAD IS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, DATED JULY 28, 1938 AND RECORDED IN BOOK 808, PAGE 154 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE NORTH 72°03'23" EAST 14.32 FEET ALONG THE NORTHERLY LINE OF SAID LOT 8, THENCE LEAVING SAID NORTHERLY LINE OF LOT 8 NORTH 78°20'41" WEST 16.47' FEET, THENCE SOUTH 17°56'37" EAST 8.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 58 SQUARE FEET MORE OR LESS.



EXHIBIT "B"

FUTURE CITY EASEMENT

MAP
LOT 8

LOT 9

4162
LOT 10

PARADISE AVENUE
RS 609

60.0'

SEE DETAIL A
ON THIS SHEET

BASIS OF BEARINGS
N72°03'23"E 329.94'

POB

MAP 14734
LOT 40

N17°42'23"W 87.11'

MAP 155
LOT 8

N17°56'37"W 8.13'

POB

N78°20'41"W
16.43'

14.32'

N72°03'23"E 329.94'
315.62'

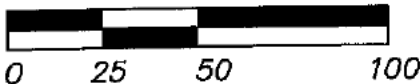
N17°43'19"W 691.96'

DETAIL A
NTS

PARADISE VALLEY ROAD
RS 609



1"=50'



LEGEND:



FUTURE CITY EASEMENT
AREA= 58 SF

NOTES:

1. BEARINGS AND DISTANCES PER PM 14734.

JN: 17-126 DATE: 5.31.24

 **CELST**

171 SAXONY RD, STE. 213, ENCINITAS, CA 92024
TEL: (760) 436-0660 FAX: (760) 436-0659

ACKNOWLEDGMENT

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 San Diego

On October 14, 2024 before me, Rene Robert Dimaguila, Notary Public
(insert name and title of the officer)

personally appeared Aurora Pascual Santos
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.

Signature _____

(Seal)

