

RECORDED WITHOUT FEE UNDER  
SECTION 6103 GOVERNMENT CODE OF  
THE STATE OF CALIFORNIA

**RECORDING REQUESTED BY:**

City of San Jose

**MAIL TAX STATEMENT TO:**

City of San José  
Office of Economic Development  
Real Estate Services  
200 East Santa Clara Street, 12<sup>th</sup> Floor  
San José, CA 95113-1905

File/Doc. No:  
APN: 472-11-079

Space above this line for Recorder's Use

**EASEMENT AGREEMENT BY AND BETWEEN**  
**THE CITY OF SAN JOSE AND**  
**CENTER FOR TRAINING AND CAREERS, INC.**  
**(749 Story Road)**

The Undersigned Grantor Declares: DOCUMENTARY TRANSFER TAX \$0; CITY TRANSFER TAX \$0; Recorded for the benefit of the City of San Jose and is exempt from transfer tax per Revenue and Taxation Code Section 11922 and exempt from recording fee per Government Code Section 6103.

- computed on the consideration or full value of property conveyed, OR  
 computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
 unincorporated area;  City of San Jose, and  
 Signature of Declarant  
By: Rose Ann Amador LeBeau  
Print Name: Rose Ann Amador LeBeau  
Title: CEO

**THIS EASEMENT AGREEMENT** (the "Agreement") is made by and between CENTER FOR TRAINING AND CAREERS, INC., a California nonprofit public benefit corporation ("Grantor"), and the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter referred to as "City" or "Grantee"), effective upon and as of the last date of execution by both parties (the "Effective Date").

**RECITALS**

- A. Grantor is the owner of property in San José, California, identified as APN 472-11-079, as depicted in **Exhibit A** and incorporated herein ("Grantor's Property"); and
- B. Grantee desires to enter upon an approximately 35 square foot portion of the Grantor's Property as described in **Exhibit B** attached hereto and

incorporated herein ("Easement Area"), for the purpose of modification and maintenance of an existing traffic signal and an Americans with Disabilities Act (ADA) ramp for public pedestrian access.

- C. Grantor is amenable to permitting a right to enter the Easement Area to Grantee solely for the purposes described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a permanent, non-exclusive easement ("Easement") on, over and through the Easement Area for the purpose of construction, installation, modification and maintenance of a traffic signal, crosswalk, and an Americans with Disabilities Act (ADA) ramp for public pedestrian access.
2. Terms and Conditions. The term of the Easement shall be perpetual in duration and is given subject to the following terms and conditions.
  - 2.1 Compensation. In consideration of the City constructing and installing the Pathway and the benefits realized by the Grantor's employees and clients as a result thereof, Grantee shall pay Grantor no additional pecuniary amount in return for the rights granted under this Agreement. The parties acknowledge and agree the above benefits are both sufficient and bargained-for consideration.
  - 2.2 Compliance with Laws; Other Conditions of Use. Grantee shall, at its sole cost and expense, obtain and maintain all necessary permits, licenses and approvals, from the relevant governmental authorities and comply with all applicable laws, ordinances, orders, rules, regulations and permits with respect to its use of the Easement Area pursuant to this Agreement.
  - 2.3 As-Is Condition and Assumption of Risk. Grantee accepts the condition of the Easement Area "as-is", "where-is" and "with all faults" and acknowledges that: i) Grantor is under no obligation to provide any additional preparations or improvements to the Easement Area prior to use thereof by Grantee or any agent, employee, contractor, permittee or resident of Grantee for the purposes herein stated, and ii) its use and control of the Easement Area is entirely at its own risk.
  - 2.4 Release and Waiver. Grantee waives and releases Grantor and Grantor's tenant(s) and their respective officers, agents, employees, contractors, directors, affiliates, members, managers, mortgagees, successors and assigns (each a "Grantor Party" and, collectively, the "Grantor Parties") from any and all liability to Grantee, its officers, employees or agents for any loss, damage, liability, or liability for damages, whether for loss of or damage to property, or injury to or

death of persons, which may arise out of the use, maintenance, construction, inspection or supervision of, as applicable, the Easement Area, the Easement granted hereby, except such loss or damage as is caused by or arises out of the sole active negligence or willful misconduct of Grantor, its officers, employees or agents. The foregoing shall include any loss, damage, claim, or liability for damages or injury caused by or resulting from Hazardous Materials, as defined in **Exhibit C**, on or under the Easement Area.

- 2.5 Insurance. Grantee shall carry insurance or is self-insured and will provide Grantor with a letter of self-insurance upon request.
- 2.6 Maintenance and Repair of Easement Area. At all times during the term of the Easement, Grantee shall, at its sole cost and expense, maintain the Easement Area in good repair and in a safe, clean and orderly condition free of trash and debris.
- 2.7 Grantor Access to Easement Area. The Easement is non-exclusive. Grantor shall continue to have the right to use and access the Easement Area in its entirety and grant such use and access rights to third parties, so long as such access and use does not unreasonably interfere with Grantee's free use and enjoyment of the Easement Area on a non-exclusive basis.
- 2.8 No Admission of Liability. Nothing herein shall be construed as an admission of liability by Grantor or Grantee of its responsibility as to any Hazardous Materials which may be found on the Easement Area, nor, except as expressly provided herein, as an admission of liability by Grantee as to any Hazardous Materials which may be found on the Easement Area.
3. Notices. All notices given in conjunction with this Agreement shall be written, and shall be effective upon personal delivery to the other party or, if by mail, three (3) days after deposit in the U.S. Mail, first class postage prepaid to the applicable address stated below, or to such other address as the party may designate by written notice:

Grantee: City of San José  
Office of Economic Development / Real Estate  
200 East Santa Clara Street, 12<sup>th</sup> floor  
San José, CA 95113-1905  
Attn: Real Estate Manager

with a copy to San José City Attorney's Office  
200 East Santa Clara Street, 16th Floor  
San José, CA 95113-1905  
Attn: Real Estate Attorney

Grantor: Center for Training and Careers, Inc.  
749 Story Road, Ste 10  
San Jose, CA 95122  
Attn: Lori Ramos Chavez

With a copy to

4. Exhibits. All Exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as set forth fully herein. The Exhibits to this Agreement are:

Exhibit A – Depiction of Grantor’s Property  
Exhibit B – Legal Description and Plat Map of Easement Area  
Exhibit C – Description of Hazardous Materials

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of the Effective Date.

**“Grantor”**

CENTER FOR TRAINING AND CAREERS, INC.,  
a California nonprofit public benefit corporation

By: Rose Ann Amond Le Beau  
Name: Rose Ann Amond Le Beau  
Title: CEO

Date: 8/11/21

**“Grantee”**

APPROVED AS TO FORM: CITY OF SAN JOSE,  
a California municipal corporation

\_\_\_\_\_  
Cameron Day  
Deputy City Attorney

\_\_\_\_\_  
Sarah Zarate  
Director of  
Administration, Policy, and  
Intergovernmental Relations  
Office of the City Manager

Date: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE 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 CLARA )

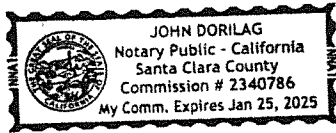
On AUGUST 11, 2021 before me, JOHN DORILAG, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared ROSE ANN AMADOR LE BEAU  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

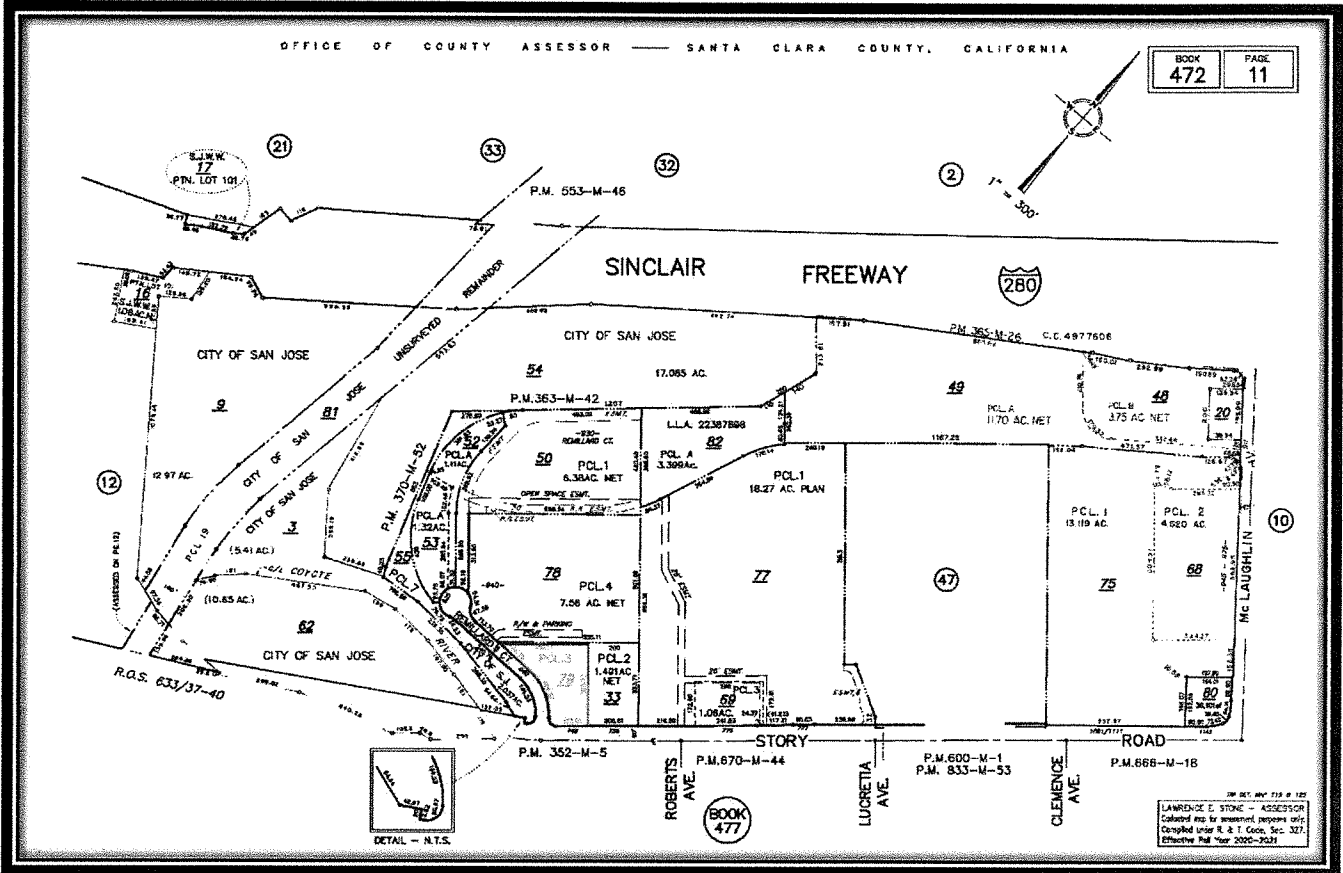
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**  
**Depiction of Grantor's Property**  
**APN 472-11-079**



**EXHIBIT B**  
**Description of Easement Area**

All that certain real property situate in the City of San José, County of Santa Clara, State of California, being a portion of PARCEL No. 3, as shown on that certain parcel map recorded February 28, 1975, in Book 352 of Maps at Page 5, Santa Clara County Records, and being more particularly described as follows:

**COMMENCING** at the southeasterly corner of Parcel No. 3, as shown on said Map recorded in Book 352 of Maps, Page 5;

Thence along the northwesterly line of Story Road, South 49° 44' 06" West, 123.01 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence along a tangent curve to the right having a radius of 30.00 feet, through a central angle of 39° 12' 49", an arc length of 20.53 feet;

Thence leaving said northwesterly line of Story Road, North 8° 32' 43" East, 3.37 feet;

Thence along a non-tangent curve to the left, with a radial bearing of South 14° 39' 58" West, a radius of 21.55 feet, a central angle of 51° 33' 36", and an arc length of 19.39 feet to the **TRUE POINT OF BEGINNING**.

Containing approximately 26 square feet, more or less.

The Basis of Bearing for this description is the centerline of Story Road as shown on that particular parcel map filed for record February 28, 1975, in Book 352 of Maps at Page 5, Santa Clara County Records.

Attached hereto and by reference a part hereof is a plat labeled "PLAT TO ACCOMPANY DESCRIPTION OF REAL PROPERTY" depicting the subject property.

This description was prepared from record information.

The above description of real property was prepared by me, or under my supervision, in conformance with the requirements of Section 8726 (g, k, l, m) of the Business and Professions Code of the State of California.

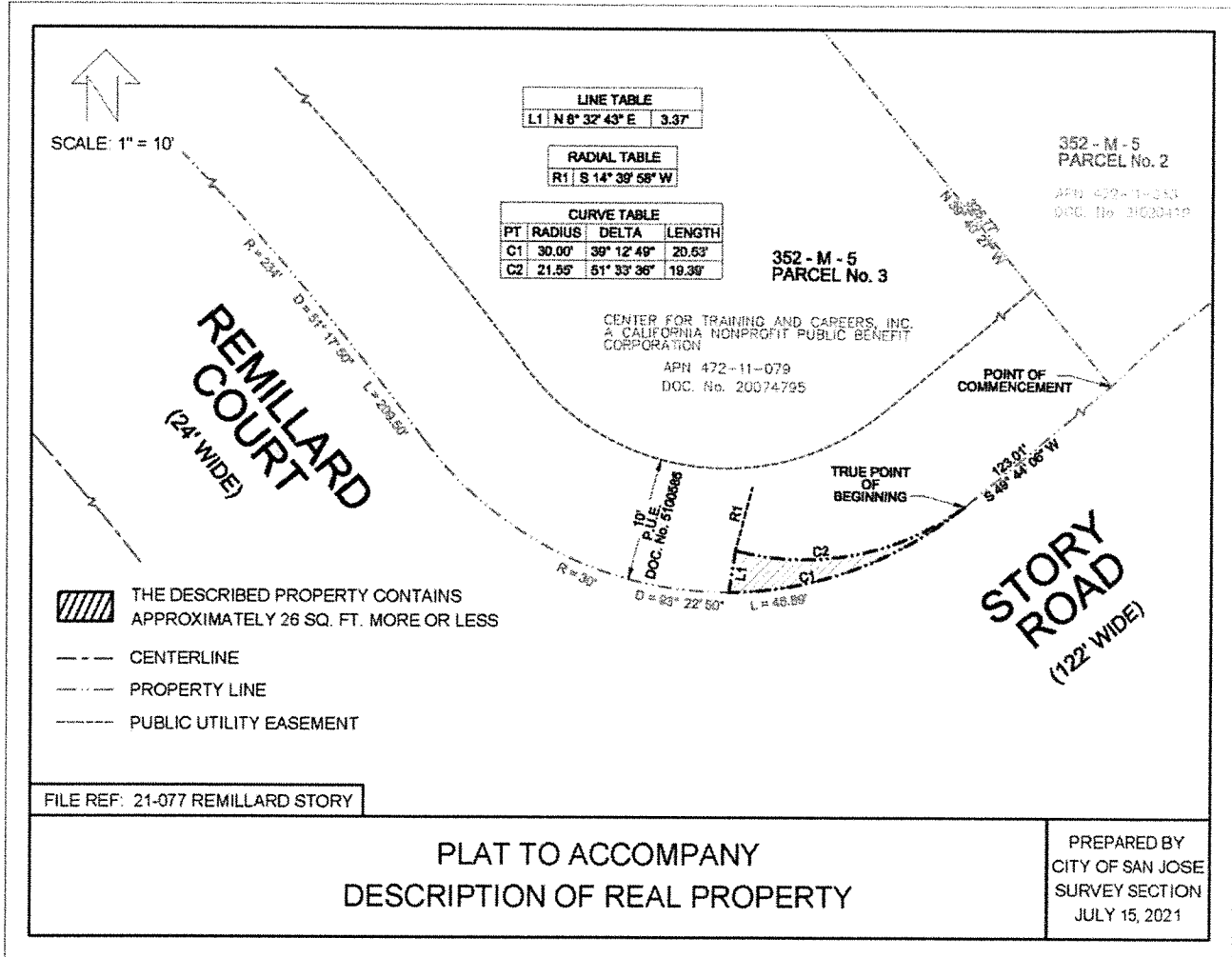


A handwritten signature in black ink, appearing to be "S G", written over a horizontal line.

Steve G. Choy, PLS 6672



## Plat Map of Easement Area



## EXHIBIT C

### Definition of Hazardous Materials

For the purpose of this Agreement, "**Hazardous Materials**" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, "**Environmental Laws**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super-lien or environmental clean-up.