

LEM

Decision No. 18982.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of )  
EAST BAY WATER COMPANY, )  
a corporation, for an order authoriz- ) Application No. 12835  
ing the sale of real property. )

McKee, Tasheira and Wahrhaftig, for applicant.

BY THE COMMISSION:

ORDER

ORIGINAL

East Bay Water Company, having applied to the Railroad Commission for permission to sell for \$2,784.26 to East Bay Municipal Utility District the tunnel easement described in this application and the Commission having considered the request of applicant and being of the opinion that this is a matter in which a public hearing is not necessary and that this application should be granted, therefore,

IT IS HEREBY ORDERED that East Bay Water Company be, and it is hereby, authorized to sell to East Bay Municipal Utility District the tunnel easement described in Exhibit "A" attached hereto, said sale to be made subject to the terms and conditions set forth in said Exhibit "A".

DATED at San Francisco, California, this 19<sup>th</sup> day of June, 1926.

H. B. ...  
C. ...  
Leon ...

Commissioners.

EXHIBIT A

THIS INDENTURE, made this 4th day of May, 1926, by and between EAST BAY WATER COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of California, party of the first part, the Grantor herein, and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation, organized and existing under and by virtue of the laws of the State of California, party of the second part, the Grantee herein,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Twenty seven hundred twenty eight 46/100 Dollars (\$2,728.46), lawful money of the United States of America to it in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, and to its successors and assigns forever, a perpetual right of way easement twenty (20) feet in width, at a depth of one hundred (100) feet or more under the surface of the ground of the hereinafter described lands, for the construction, maintenance and operation of a tunnel aqueduct under the lands of the party of the first part, situated in the Counties of Alameda and Contra Costa, State of California, and more particularly described as follows, to-wit:

A strip of land 20.00 feet in width, being 10.00 feet on each side of the center line, said center line being described as follows, to-wit:

BEGINNING at a point on the boundary between the VILLA SITE AND DEVELOPMENT COMPANY'S PROPERTY (Plot D) and the EAST BAY WATER COMPANY'S PROPERTY (Plot M), said boundary being a portion of the boundary line of the Rancho San Antonio, said point bearing N. 56° 30' W. 1142.00 feet from that Station on the external boundary line of the Rancho San Antonio designated as S A-25, and running thence from said point of beginning N. 38° 23½' E. 2709.50 feet to a point on the top of the ridge between Alameda and Contra Costa Counties; thence from said point N. 38° 23½' E. 2747.32 feet through Lots 11, 10, 6 and 7 in Section 5, T. 1 S., R. 3 W., M.D.B. & M., to a point on the boundary between the lands of the EAST BAY WATER COMPANY AND ORINDA PARK, said point being more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of the Orinda Park Terrace Subdivision of Orinda Park and the westerly boundary of San Pablo Creek, and running thence along the southerly boundary of said Orinda Park S. 71° 06' 30" W. 3277.19 feet to a concrete monument; thence continuing along the southerly boundary of Orinda Park S. 70° 56' 30" W. 2788.04 feet; thence N. 89° 22' 10" W. 232.00 feet to the point where the center line of the strip of land above described intersects the boundary between Orinda Park and the EAST BAY WATER COMPANY'S properties.

RESERVING to the owner of the land through which said easement is taken, the full right to the use of the surface of said land for any purpose whatever, provided the same does not interfere with the easement herein granted, and also reserving to the owner of said land the right to construct and maintain pipe or pipe lines under the surface of said land, provided the same shall not interfere with the easement herein granted.

Further reserving to the owner of the land through which said easement is taken, all water rights whatever in, upon or pertaining to said land, together with the full right to use and divert the same, provided such use shall not interfere with the easement herein granted.

The grantee agrees to pay any and all damages which may be occasioned to any buildings, crops, trees, stock, persons or fixtures upon said real property by said grantee in the work of constructing, maintaining and operating said tunnel.

TO HAVE AND TO HOLD, all and singular, the rights and easements above described unto the said party of the second part, its successors and assigns forever.