

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of San Mateo
330 W. 20th Avenue
San Mateo, California 94403

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Recording Fee: Exempt per Govt. Code 27383

Assessor's Parcel Number: **033-441-240** portion

**FIRST AMENDMENT TO
EASEMENT DEED AND AGREEMENT**
(Public Utility Easement)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged, this First Amendment to Easement Deed and Agreement ("**Amended Easement Agreement**") is entered into as of _____ ("**Effective Date**"), by and between:

ALL AMERICAN SELF STORAGE, a California limited partnership, its successors and assigns, hereinafter the "**Grantor**"; and

the CITY OF SAN MATEO, a municipal corporation, hereinafter the "**City**" or "**Grantee**".

Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

- A. Grantor previously conveyed to City a permanent and exclusive public utility easement by that certain Easement Deed and Agreement ("**Easement Deed**"), executed on January 23, 2021, and recorded in the County of San Mateo Recorder's Office on February 12, 2021 as Document Number 2021-024495, which provided the City the rights to construct, operate, and maintain, permanent subsurface sanitary sewer transmission pipelines and appurtenances across, under, over, and upon that portion of lands of the Grantor subject to the public utility easement area, as more particularly described in Exhibits A and A-1, attached and incorporated by reference.
- B. Pursuant to its rights under the Easement Deed, City installed sewer pipelines and stormwater pipelines to accommodate the Wastewater Treatment Plant Upgrade and Expansion Project ("**Project**").
- C. City intends to install additional, ancillary pipelines and other public utilities necessary to serve the Project ("**Other Utilities**") and wishes to use the existing public utility easement for said purpose.

- D. Pursuant to Section 9. Modification. of the Easement Deed, the Parties intend by this Amended Easement Agreement for Grantor to convey to City the additional rights necessary for City to install, operate, and maintain the Other Utilities.

The Parties therefore agree to amend the Easement Deed as follows:

Section 1. **Grant of Easement.** Grantor hereby grants to City the Easement described in Exhibit A-1 for the purposes of installing, constructing, operating, maintaining, inspecting, replacing, removing and using sanitary and storm sewer and water pipelines; electric, gas, fiber optic, and other communications facilities; irrigation systems; and any other utilities as may be necessary to serve the Wastewater Treatment Plant, together with their appurtenances and rights of ingress and egress, across, under, over, and upon the Easement. The Easement and other rights granted herein shall be deemed to include such incidental rights as are reasonably necessary to use the Easement for the purposes provided herein. Grantee hereby covenants and agrees to promptly backfill any trench made by it within said easement and restore the surface of the impacted area as near as possible to its original condition. Grantor consents to Grantee and its officers, employees, and agents thereof, having the right to enter upon the Easement at any and all times with such tools and equipment as may be necessary or convenient for the exercise of the rights herein granted to Grantee. Grantee shall advise Grantor in writing at least ten days before any such work is going to be undertaken. All work done pursuant to this agreement shall be subject to review and approval by Grantor as to all restoration being properly completed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties to the Easement Deed hereby execute and adopt this First Amendment to the Easement Agreement effective as of the date first set forth above. This Amendment may be executed in counterparts.

GRANTOR:

ALL AMERICAN SELF STORAGE
a California limited partnership

By: _____
William F. Kenney, General Partner

Date: _____

By: _____
Susan E. Kenney, General Partner

Date: _____

By: _____
EDBN Holdings LLC
Kevin Nuckels, Manager

Date: _____

GRANTEE:

CITY OF SAN MATEO
a municipal corporation

By: _____
Lisa Diaz Nash, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Linh Nguyen, Assistant City Attorney

ACKNOWLEDGEMENT

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 _____, 2024, before me, _____
(insert name and title of the officer)

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.

Signature _____ (Seal)

ACKNOWLEDGEMENT

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 _____, 2024, before me, _____
(insert name and title of the officer)

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.

Signature _____ (Seal)

ACKNOWLEDGEMENT

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 _____, 2024, before me, _____
(insert name and title of the officer)

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.

Signature _____ (Seal)

Exhibit A

Legal Description of Grantor's Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN MATEO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN AND DESIGNATED ON PARCEL MAP NO. 272, FILED FOR RECORD FEBRUARY 28, 1986, IN BOOK 57 OF PARCEL MAPS, PAGES 9 AND 10, SAN MATEO COUNTY RECORDS.

APN: 033-441-240

JPN: 033-044-441-12

033-044-441-12-01

033-044-441-12-02

035-012-122-1

035-012-122-1-01

Exhibit A-1

Legal Description of the Public Utility Easement

All that real property situated in the City of San Mateo, State of California, described as follows:

That portion of Parcel A, as shown that certain Parcel Map No. 272, filed February 28, 1986, in Book 57 of Parcel Maps at Pages 9 through 10, inclusive, in the Office of the Recorder of the and County of San Mateo, State of California, being more particularly described as follows:

BEGINNING at the easterly corner of said parcel, also being the intersection of the easterly line of said parcel and southwesterly line of Detroit Drive; thence, proceeding clockwise the following courses and distances: South 01°22'55" West 315.01 feet along said easterly line to the southeasterly line of said parcel; thence, North 88°34'46" West 40.00 feet along said southeasterly line to the southeasterly line of said parcel; thence, South 01°22'55"W 90.47 feet along said southeasterly line to the southerly line of said parcel; thence, South 88°24'57" West 51.70 feet along said southerly line; thence, leaving said southerly line North 77°54'06" East 10.50 feet; thence, North 61°54'08" East 8.39 feet; thence, North 43°42'03" East 8.30 feet; thence, North 26°30'51" East 22.51 feet; thence, North 17°16'04" East 46.53 feet; thence, North 15°32'48" East 62.79 feet; thence, North 17°33'26" East 34.37 feet; North 26°36'26" East 7.12 feet; thence, North 47°26'06" East 1.09 feet; thence, North 48°46'39" East 11.93 feet; thence, North 22°29'17" East 15.08 feet; thence, North 02°26'37" East 64.82 feet; thence, North 01°11'55" East 145.83 feet to said southwesterly line of Detroit Drive, also being a point in a non-tangent curve, concave northeasterly having a radius of 213.36 feet, to which a radial bears South 56°54'14" West; thence, along said curve southeasterly 4.39 feet through a central angle of 01°10'45" to the POINT OF BEGINNING.

Containing 4,870 square feet (0.11 acres) more or less.



November 7, 2018

FREYER & LAURETA, INC.

Page 1 of 1

Exhibit A -1 (continued)

Plat Map for the Public Utility Easement

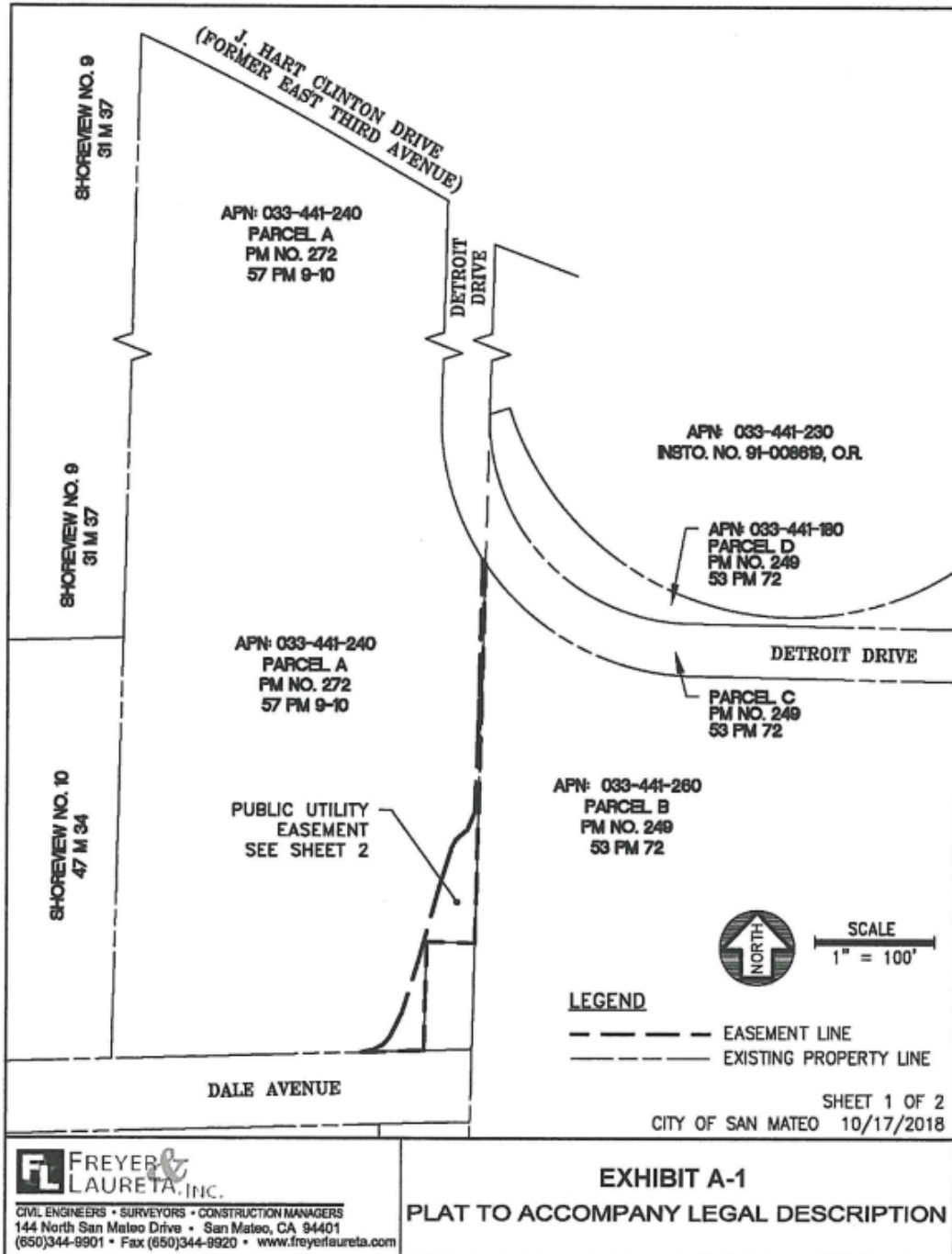


Exhibit A-1 (continued)

**Plat Map for the
Public Utility Easement**

