

**CITY OF SAN MATEO
RESOLUTION NO. ____ (2020)**

**GRANTING EASEMENT TO PACIFIC GAS & ELECTRIC COMPANY
(111 LAURIE MEADOWS DRIVE, SAN MATEO, CA 94403; APN: 040-174-360)**

WHEREAS, the City of San Mateo (“City”) is the record owner of real property located at Laurie Meadows Park, 111 Laurie Meadows Drive in the City of San Mateo, California, APN 040-174-360; and

WHEREAS, on September 3, 2019, City Council approved the construction contract for the Laurie Meadows and Woodbridge Lift Stations project and construction began on October 15, 2019; and

WHEREAS, Pacific Gas & Electric Company (“PG&E”) desires an easement approximately 293 square feet in area, directly south of and adjacent to the newly improved Woodbridge Pump Station, to install an electrical transformer which will provide electrical power to the Woodbridge Lift Station; and

WHEREAS, the City and PG&E agree the easement is necessary to facilitate the Laurie Meadows and Woodbridge Lift Station Project, which includes the replacement and improvement to the Woodbridge Pump Station.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY FINDS and RESOLVES that:

1. This Laurie Meadows and Woodbridge Lift Stations project is subject to the requirements of the California Environmental Quality Act (CEQA), the general components of which are included as part of the Final Programmatic Environmental Impact Report (Final PEIR) (SCH No. 201532006) that was prepared for the Clean Water Program. The Final PEIR was certified by City Council on June 6, 2016.
2. In accordance with CEQA Guidelines section 15061(b)(3), granting the PG&E easement is exempt from CEQA in that it can be seen with certainty that granting of a utility easement will not have a significant effect on the environment.
3. The utility easement to PG&E on and within Laurie Meadows Park, as set forth in the “Easement Deed” attached, on behalf of the City of San Mateo, is hereby granted.

RECORDING REQUESTED BY AND RETURN TO:

***PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177***

Location: City of San Mateo

Recording Fee \$ _____

Document Transfer Tax \$ N/A

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2305-04-

EASEMENT DEED

THE CITY OF SAN MATEO, a Municipal Corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of San Mateo, County of San Mateo, State of California, described as follows:

(APN 040-174-360)

Lot 36 of Block 7 as shown upon the map entitled "Woodbridge Park Unit No. 2" filed for record October 16, 1978, in Volume 98 of Maps at Page 41, San Mateo County Records.

The easement area is described as follows:

The parcel of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

THE CITY OF SAN MATEO,
a Municipal Corporation,

By _____
Title:

By _____
Title:

I hereby certify that a resolution was adopted on
the _____ day of _____, 20____, by the

authorizing the forgoing grant of easement.

By _____

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, _____ Notary Public,
Insert name

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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: PACIFIC GAS & ELECTRIC EASEMENT

AN EASEMENT OVER CERTAIN REAL PROPERTY LYING WITHIN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF BLOCK 7, LOT 36 AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ON OCTOBER 16, 1978 IN VOLUME 98 OF MAPS, AT PAGE 41-44, SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THE SOUTHERLY LINE OF SAID LOT 36, SHOWN AS N 89°42'30" E, 88.58' ON SAID MAP;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 36 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 80°17'14", AN ARC DISTANCE OF 28.03 FEET TO A POINT OF REVERSE CURVATURE,
2. ALONG THE ARC OF A 278.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°15'56", AN ARC DISTANCE OF 49.81 FEET, TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHEASTERLY LINE ALONG THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. NORTH 70°42'39" WEST, 12.40 FEET,
2. SOUTH 19°03'32" WEST, 2.89 FEET,
3. NORTH 70°56'28" WEST, 12.00 FEET,
4. NORTH 19°03'32" EAST, 14.00 FEET,
5. SOUTH 70°56'28" EAST, 12.00 FEET,
6. SOUTH 19°03'32" WEST, 1.11 FEET,
7. SOUTH 70°42'39" EAST, 12.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 36;

THENCE ALONG SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A 278.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 68°15'06" EAST, THROUGH A CENTRAL ANGLE OF 2°03'42", AN ARC DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 293 ± SQUARE FEET, OR 0.0067± ACRES.

THE BEARING NORTH 89°42'30" EAST OF THE CENTERLINE OF LAURIE MEADOWS DRIVE SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ON OCTOBER 16, 1978 IN BOOK 98 OF MAPS, AT PAGE 41-44, SAN MATEO COUNTY RECORDS, WAS TAKEN AS THE BASIS OF ALL BEARINGS HEREON.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

**LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND
SURVEYOR'S, INC.**



RYAN M. AMAYA, L.S. 8134



7/31/2020

DATE



0 20' 40' 80'
Scale 1" = 40'



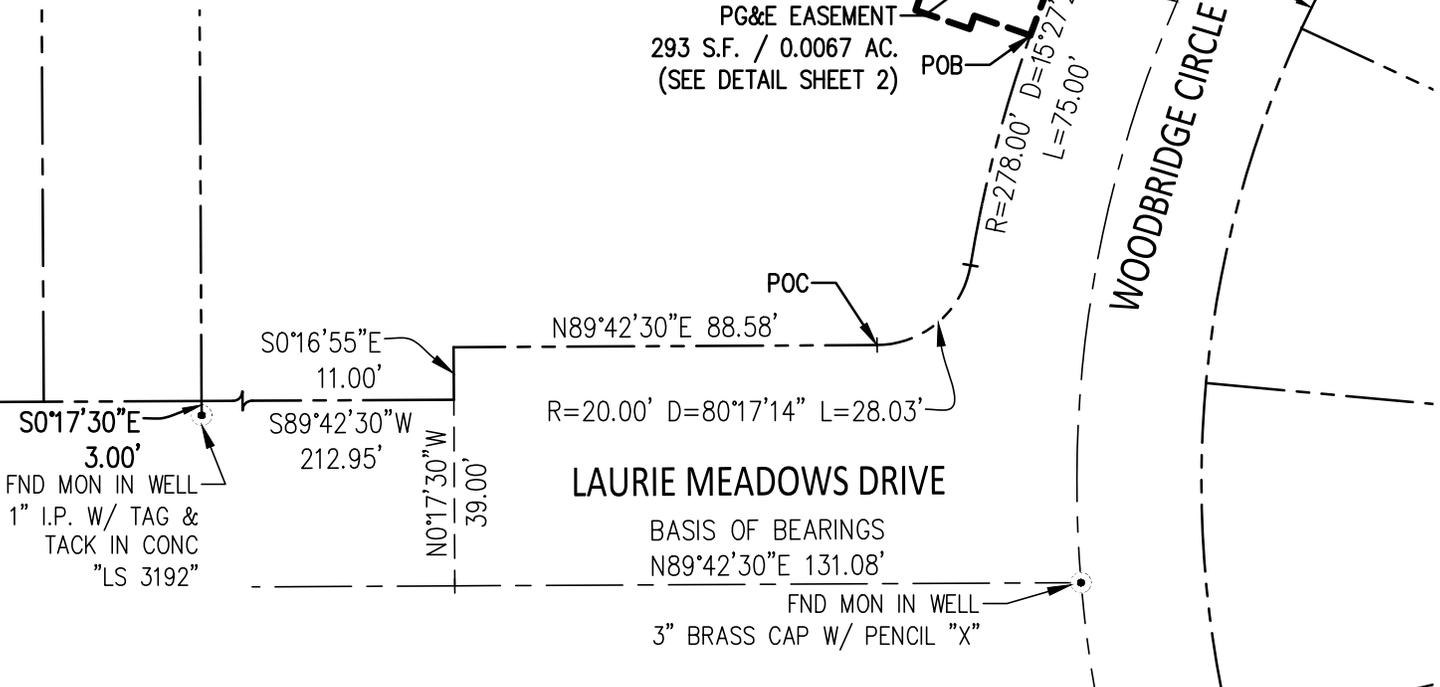
07/31/2020

**LOT 36
BLOCK 7
WOODBIDGE
PARK UNIT NO. 2**

(98 M 41-44)
APN 040-174-360

LEGEND

AC	ACRES
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
(R)	RADIAL BEARING
S.F.	SQUARE FEET
	CENTERLINE
	EASEMENT LINE
	PROPERTY LINE
	TIE LINE



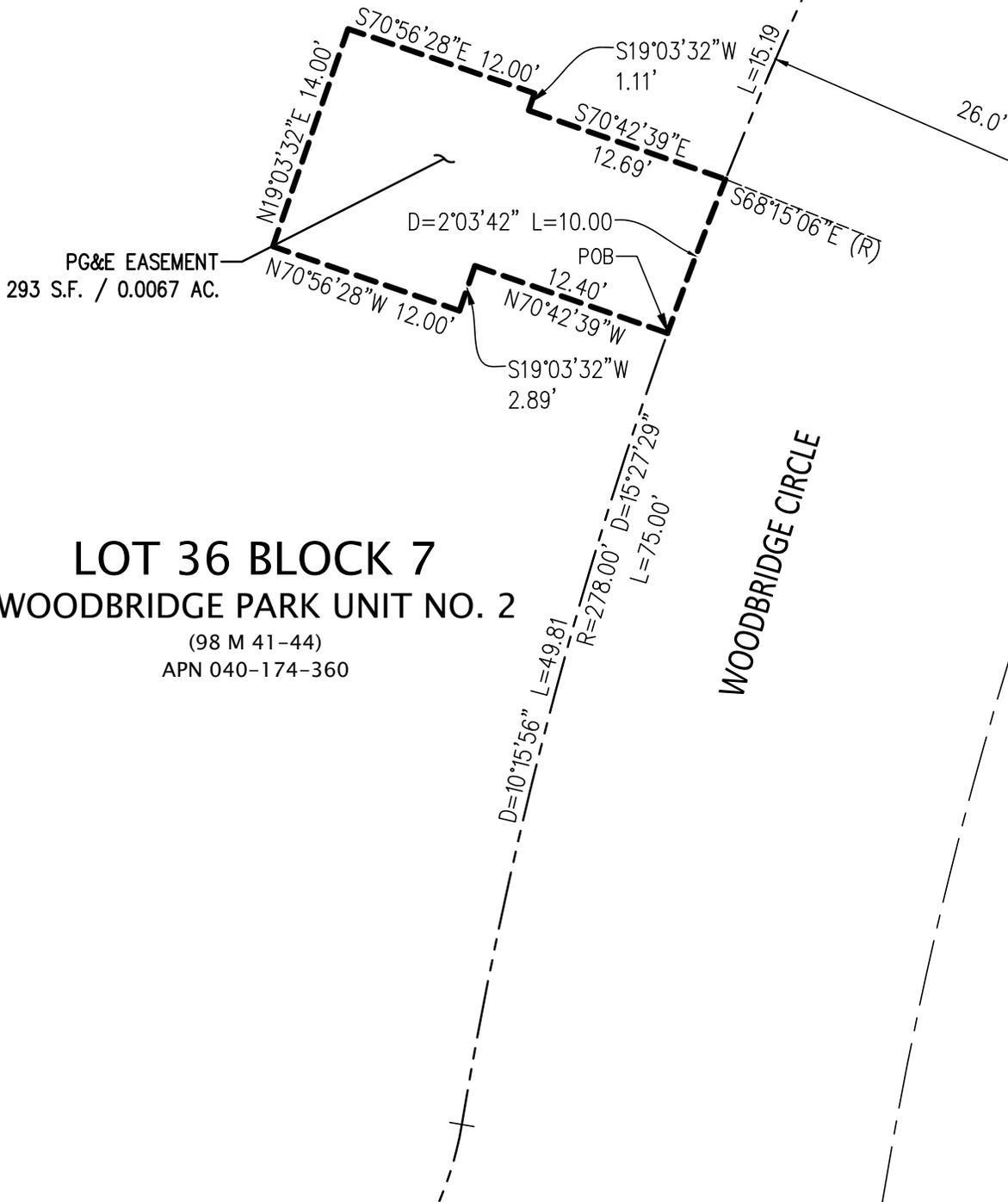
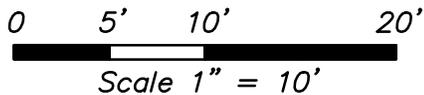
KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION FOR PG&E EASEMENT
SAN MATEO,
SAN MATEO COUNTY CALIFORNIA

DATE	JULY, 2020
SCALE	1" = 40'
BY	AGR
JOB NO.	A17046
SHEET	1 OF 2



LOT 36 BLOCK 7
WOODBRIDGE PARK UNIT NO. 2
 (98 M 41-44)
 APN 040-174-360



KIER+WRIGHT

3350 Scott Boulevard, Building 22
 Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "B"
 PLAT TO ACCOMPANY LEGAL
 DESCRIPTION FOR PG&E EASEMENT
 SAN MATEO,
 SAN MATEO COUNTY CALIFORNIA

DATE	JULY, 2020
SCALE	1" = 10'
BY	AGR
JOB NO.	A17046
SHEET	2 OF 2



EXHIBIT "C"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.