

AGREEMENT GRANTING EASEMENTS AND ESCROW INSTRUCTIONS

This Agreement Granting Easements and Escrow Instructions (the "Agreement") is dated and entered into as of _____, 20__, by and between ALL AMERICAN SELF STORAGE, a California limited partnership, consisting of General Partners William F. Kenney and Susan E. Kenney; and Kevin Nuckels, Manager of EDBN Holdings Limited Liability Corporation (collectively "Grantor") and the CITY OF SAN MATEO, a municipal corporation ("Grantee"), with reference and respect to the "Recitals" set forth below. Grantee and Grantor are sometimes individually referred to herein as "Party" and collectively as "Parties" and the Agreement constitutes both an agreement to grant easements and the related consideration.

RECITALS

This Agreement is entered into with reference to the following facts:

A. Grantor is the owner of certain real property commonly known as 2000 E. 3rd Avenue, in the County of San Mateo, City of San Mateo, State of California, designated in the records of the San Mateo County Assessor as Assessor's Parcel No. (APN) 033-441-240 ("Grantor's Land"), as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires to be granted: (1) a permanent and exclusive easement interest to an approximately \pm 4,870 square feet portion of Grantor's Land for a public utility easement (the "Public Utility Easement") for the construction, operation, maintenance, repair and replacement of subsurface sanitary sewer pipelines; and (2) a temporary easement interest to an approximately \pm 643 square feet portion of Grantor's Land for a temporary construction easement (the "Temporary Construction Easement") for access to the Grantor's Land during construction of the sanitary sewer pipelines (the "Project"), as described on Exhibits B and C, respectively, attached hereto and incorporated herein. Hereinafter, together, the Public Utility Easement and the Temporary Construction Easement are collectively referred to as the "Easements".

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Grant of Easements.** On the Close of Escrow (as herein defined), Grantor agrees to grant the Easements to Grantee, and Grantee agrees to deliver consideration to Grantor, on the terms and conditions hereinafter set forth.

2. Consideration for the Easements.

(a) The total consideration for the Easements to be paid by Grantee is the sum of **One Hundred Forty-Five Thousand Dollars (\$145,000.00)** ("Compensation"), which sum shall be paid in full in cash on the Close of Escrow.

(b) By this subparagraph, the Parties acknowledge that portions of Grantor's Land are rented on a month-to-month basis to occupants (the "Occupants") for storage of personal property, which is accessed by the Occupants on a regular or occasional basis, and furthermore agree that, in consideration for the compensation paid for the Temporary Construction Easement, Grantor shall be responsible for notifying said Occupants of the commencement of construction and for making any accommodations necessary, including but not limited to providing limited access for foot-traffic to Units P-086, P-087, P-089, P-095, P-019, P-020, P-021, P-022, P-023, and P-025, or providing equivalent storage space, during the period of time during which the access drive will be restricted due to construction activities.

(c) The parties acknowledge and agree that the total compensation to be paid by Grantee for the Easements is the Compensation set forth above, which amount is the full and complete value based upon the fair market value of the Easements as determined by an independent appraiser, and the other considerations set forth herein. It is understood and agreed by the parties that the said Compensation includes, but is not limited to, any and all damages which may accrue to the Grantor's remaining property interests on Grantor's Land by reason of the Public Utilities Easement and Temporary Construction Easement conveyed herein and the construction of the Project.

Nevertheless, Grantee, and its employees, contractors and agents shall be responsible to repair any actual physical damage done to Grantor's buildings but only in proportion to and to the extent any such damage was caused by the negligent or intentional acts or omissions of Grantee, its employees, contractors, or agents relating to this Agreement. In addition, Grantee and its agents shall be obligated to restore the area used for the temporary easement to its condition before such easement was exercised to the extent that any changes to the area were caused by Grantee, its employees, contractors or agents.

3. **Possession.** It is agreed and confirmed by the parties hereto that notwithstanding any other provisions in this Agreement, the right of possession and use of the Easements by Grantee and/or its respective designees, assignees, or agents for the Project and for the construction of any and all associated improvements, including but not limited to the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the total agreed Compensation is deposited into the escrow controlling this transaction. The agreed Compensation includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

4. **Title and Title Insurance.** Upon the Opening of Escrow, Escrow Holder shall order from First American Title Insurance Company ("Title Company"), located at 2755 Campus Dr., Suite 125, San Mateo, CA 94403, a title commitment for the Easements. Escrow Holder shall also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder shall deliver these

instruments and the title commitment to Grantee and Grantor. Grantee's interest in the Easements shall be insured at the Close of Escrow by an ALTA Owner's Standard Coverage Policy of Title Insurance in the amount of the agreed Compensation (the "Policy"). The Policy of title insurance provided for pursuant to this Section shall insure Grantee's interest in the Easements free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

(a) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Easements; and

(b) The Grantee accepts the following Permitted Title Exceptions: (1) the lien of real property taxes, not yet due or payable; and (2) exceptions numbered 3 through 18 of the preliminary title report dated November 25, 2020, bearing Title No. NCS-1045062-SM, a copy of which has been delivered to Grantor and Grantor acknowledges receipt thereof. Prior to Closing, if any unacceptable encumbrances are found on an updated title report that Grantee objects to, Grantor shall secure, upon written notification from Grantee, removal of any such unacceptable encumbrance.

(c) If any unacceptable liens appear on the updated title report (between March 2018 and Closing), it would be the Grantor's responsibility to clear any such exceptions; and

(d) Grantee's interest to the Easements shall be free and clear of all monetary encumbrances, other than the existing lien with Union Bank and any subsequent financing secured by Grantor.

5. **Deeds.** Grantor covenants and agrees to deposit with Escrow Holder prior to the Close of Escrow the Easement Deed in substantially the form attached as Exhibit B attached hereto and incorporated herein by this reference (the "Public Utility Easement Deed") and the Temporary Construction Easement Deed and Agreement in substantially the form of Exhibit C attached hereto and incorporated herein (the "Temporary Construction Easement Deed"), both duly executed and acknowledged by Grantor, granting and conveying to Grantee the Easements. Collectively, the Easement Deed and the Temporary Construction Easement Deed are referred to herein as the "Deeds".

6. **Authorization to Record Documents and Disburse Funds.** Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) Title Company can issue in favor of Grantee the Policy, showing the Easements vested in Grantee subject only to the Permitted Title Exceptions;

(b) Escrow Holder shall have received Grantee's notice of approval or satisfaction or waiver of all of the contingencies to Grantee's obligations hereunder, as provided for in Section 12;

(c) Grantor shall have deposited in Escrow the Deeds required by Section 5; and

(d) Grantee shall have deposited in Escrow the Compensation for the Easements.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Deeds and to deliver the compensation to Grantor.

7. **Escrow.** The parties hereby establish an escrow ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow shall mean the date on which Escrow Holder shall have received a fully executed original of this Agreement from Grantee and Grantor. Close of Escrow shall be the date upon which the Deeds to Grantee are delivered and recorded in the Official Records of the County of San Mateo. The Close of Escrow shall be on the date which is not later than the first business day occurring sixty (60) days after the date of this Agreement, unless the parties agree in writing to a later date.

8. **Escrow Charges and Prorations.** Grantee shall pay for the cost of the CLTA Owner's Standard Coverage Policy of Title Insurance, the Escrow fees and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc. Grantee shall pay for recording the Deeds and any documentary or other local transfer taxes, and any other recording fees. If the Escrow shall fail to close through no fault of either party, Grantee shall pay the Escrow cancellation charges.

9. **Right to Enter.** Grantor hereby grants to Grantee and Grantee's authorized agents, employees, contractors, and consultants, the right to enter upon Grantor's Land for the purpose of making inspections and other examinations of Grantor's Land for the purpose of constructing and maintaining underground permanent sanitary sewer pipelines, including, but not limited to, the right to perform soil and geological tests of that site and an environmental site assessment thereof and to use the Temporary Construction Easement for the Grantee's Project, subject to the following:

(a) Grantee shall give Grantor at least 72-hour telephone notice before entering Grantor's Land to commence construction activities, which notice requires that Grantee actually speak to Grantor and include the name of the company, the person and their purpose for accessing the Grantor's Land.

(b) Once construction commences and is continuous, the 72-hour actual notice need not be given, but shall be given again if construction is discontinued so that Grantor has the knowledge of who will be on and using the Grantor's Land at all times.

(c) Grantee shall provide Grantor with a copy of any soil, geological test and environmental site assessment of Grantor's Land.

(d) In the event that Grantor encounters any problems during the course of construction, Grantor shall be provided with work and cell phone contact numbers of City staff and the on-site construction supervisor.

Grantee does hereby indemnify and save Grantor, Grantor's heirs, successors and assigns, and the Grantor's Land, free and harmless from and against any and all liability, loss, mechanic's liens, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Grantor's Land as a result of any accident or other occurrence at Grantor's Land which is in any way connected with and is proximately caused by Grantee's inspections or non-permanent improvements involving entrance onto the Grantor's Land pursuant to this Section. If Grantee fails to acquire the Easements due to Grantee's default, this right to enter shall terminate upon the termination of Grantee's right to the Easements. In such event, Grantee shall remove or cause to be removed all Grantee's personal property, facilities, tools and equipment from Grantor's Land.

10. **Warranties and Representations of Grantor.** Grantor hereby represents and warrants to Grantee the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

(a) That Grantor is the sole owner of the Grantor's Land, clear of all liens, claims, encumbrances, encroachments from adjacent properties, encroachments by improvements on the Grantor's Land or rights of way of any nature, other than those that may appear on the title commitment.

(b) Neither this Agreement nor anything provided to be done hereunder including the granting of the Easements to Grantee, violates or shall violate any contract, agreement or instrument to which Grantor is a party, or which affects the Grantor's Land or the Easements, and the Easements herein contemplated does not require the consent of any party not a signatory hereto.

(c) Grantor has advised Grantee of litigation filed in San Mateo County Superior court, which Grantor believes has no merit, and which if successful will not have damages in excess of \$5,000.00. Grantor agrees to hold Grantee harmless from the results of this law suit.

(d) Grantor has no knowledge of any other pending, threatened or potential litigation, action or proceeding against Grantor or any other Party before any court or administrative tribunal which is in any way related to Grantor's Land and/or the Easements.

11. **Acknowledgements and Covenants of Grantee.**

(a) Grantee acknowledges that Grantee is giving its consideration for the Easements solely in reliance on Grantee's own investigation and that no representations of warranties of any kind whatsoever, express or implied, have been made by Grantor, except as provided in Section 10 above.

(b) Grantee acknowledges that Grantor shall have no obligation to improve Grantor's Land, before or after the Close of Escrow, and Grantee further agrees to be granted the Easements in an "AS IS" condition at the close of escrow, subject, however, to Grantee's rights under Section 12 below. Grantee agrees to restore all property used for the Temporary easement to its original condition.

12. **Grantee's Contingencies.** For the benefit of Grantee, the Closing of Escrow and Grantee's obligation to consummate the grant of the Easements shall be contingent upon and subject to the occurrence of all of the following (or Grantee's written waiver thereof, it being agreed that Grantee can waive any or all such contingencies) on or before the Close of Escrow:

(a) That as of the Close of Escrow the representations and warranties of Grantor contained in this Agreement are all true and correct.

(b) The delivery of all documents pursuant to Section 5 hereof.

(c) Title Company's commitment to issue in favor of Grantee of a CLTA Standard Coverage Owner's Policy of Title Insurance with liability equal to the Compensation showing Grantee's permanent easement interest in the Public Utility Easement and temporary easement interest in the Temporary Construction Easement subject only to the Permitted Title Exceptions.

(d) Grantee's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Easements or Grantor's Land that Grantee might perform prior to the Close of Escrow.

13. **Certification of Non-Foreign Status.** Grantor covenants to deliver to Escrow a certification of Non-Foreign Status in accordance with I.R.C. Section 1445, and a similar notice pursuant to California Revenue and Taxation Code Sections 18805 and 26131, prior to the Close of Escrow.

14. **Default.** In the event of a breach or default under this Agreement by either Grantee or Grantor, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the be granting of the Easements, by delivering written notice thereof to the defaulting party and to Escrow Holder. Subject to Section 2(c), such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

15. **Notices.** All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

GRANTEE: City of San Mateo
330 W. 20th Avenue
San Mateo, California 94403
Attn: City Manager

GRANTOR: All American Self Storage
2000 E. 3rd Avenue
San Mateo, CA 94404
Attn: Bill Kenney

ESCROW HOLDER: First American Title Insurance Company
2755 Campus Drive, Suite 125
San Mateo, CA 94403
Attn: Escrow Officer

16. Broker's Commissions. The parties acknowledge and agree that no brokers, agents or finders, licensed or unlicensed, are involved with this transaction.

17. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

18. Amendments. Any amendments to this Agreement shall be effective only when written, duly executed by Grantee and Grantor and deposited with Escrow Holder.

19. Miscellaneous

(a) **Applicable Law.** This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

(b) **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between Grantee and Grantor on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof Grantor and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on Grantor or Grantee.

(c) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, and shall survive Closing.

(d) Time of Essence. The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow company's general Escrow instructions.

(e) Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

(f) Interpretation and Construction. The parties agree that each party has reviewed and revised this Agreement and have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(g) Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

(h) City Manager Authority. The City Manager or designee is hereby directed and authorized to execute such other documents, including without limitation, escrow instructions and amendments thereto, certificates of acceptance, agreements for payments of lost rent, or certifications, as may be necessary or convenient to implement the terms of this Agreement.

(i) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect, provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

(j) Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective

signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

20. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement shall be entitled to recover reasonable attorneys' fees from the other party.

21. Counterparts. This instrument may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

GRANTOR:

All American Self Storage
A California limited partnership

By: _____
William F. Kenney, General Partner

Date: _____

By: _____
Susan E. Kenney, General Partner

Date: _____

By: _____
EEDBN Holdings, LLC
Kevin Nuckels, Manager

Date: _____

GRANTEE:

CITY OF SAN MATEO
a municipal corporation

By: _____
Eric Rodriguez, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Shawn Mason, City Attorney

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

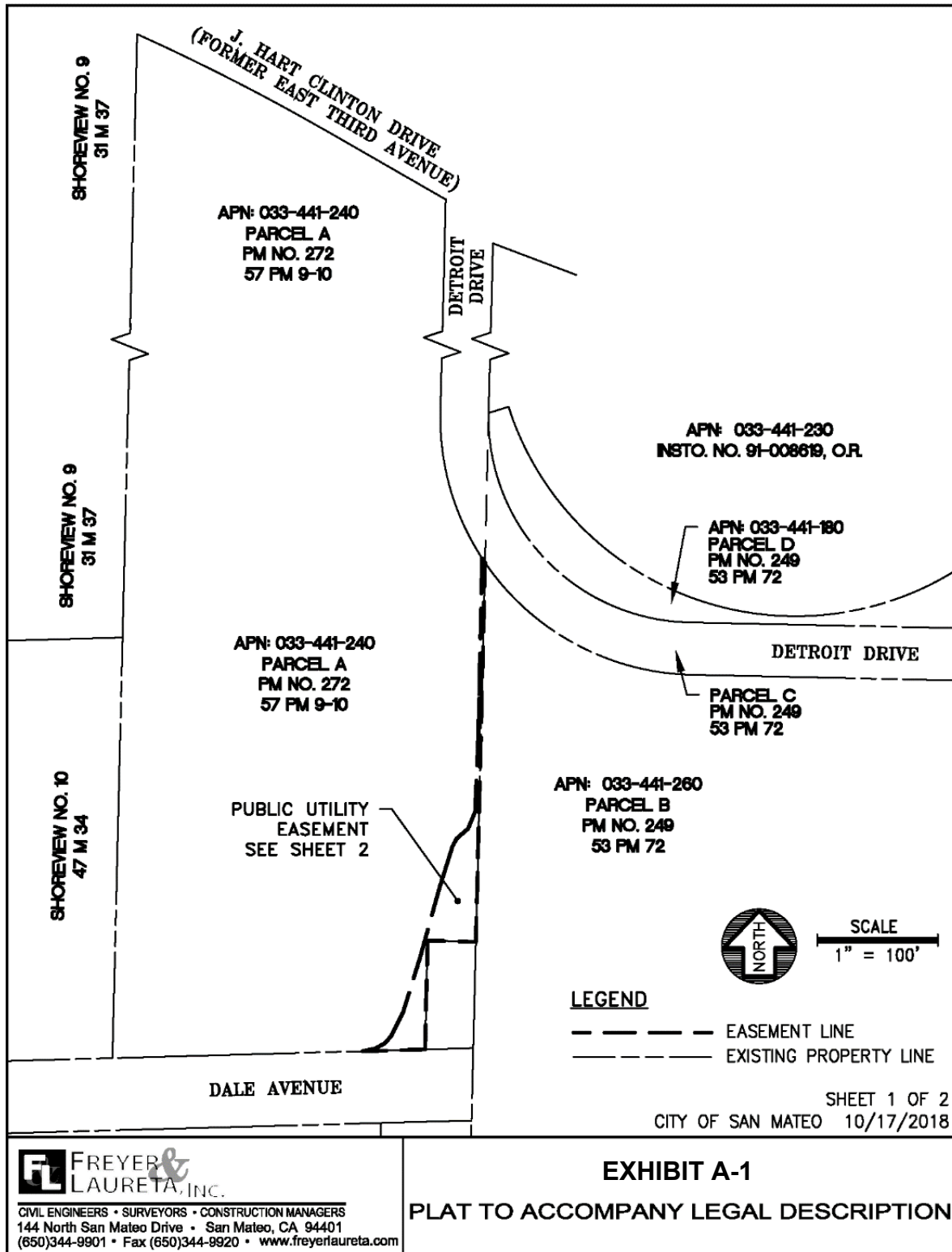
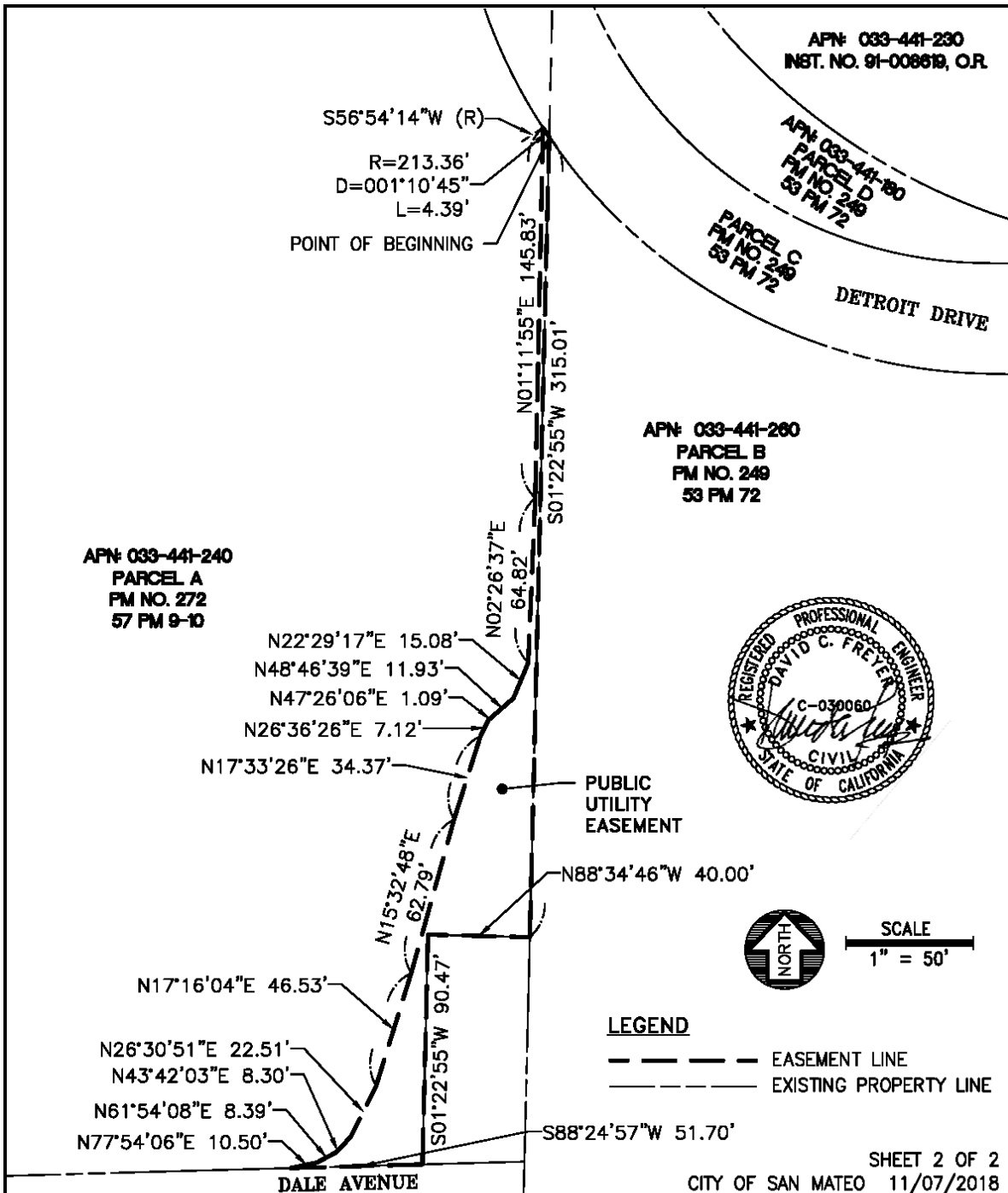


EXHIBIT A-1 (Continued)

Plat Map for the Public Utility Easement



CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-2

Legal Description of the Temporary Construction 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 County of San Mateo, State of California and being more particularly described as follows: **COMMENCING** at the easterly corner of said parcel, also being the intersection of the easterly line of said parcel and southwesterly line of Detroit Drive and a point in a non-tangent curve concave northeasterly having a radius of 213.36 feet, to which a radial bears South 55°43'29" West; thence, along said curve northwesterly 4.39 feet through a central angle of 01°10'45"; thence, leaving said curve South 01°11'55" West 92.82 feet to the **TRUE POINT OF BEGINNING**; thence, proceeding clockwise the following courses and distances: South 01°11'55" W 53.01 feet; thence, South 02°26'37" W 64.82 feet; thence, South 22°29'17" W 15.08 feet; thence, South 48°46'39" W 11.93 feet; thence, N17°07'35" E 22.30 feet; thence, North 05°49'04" E 118.86 feet to the **TRUE POINT OF BEGINNING**.

Containing 643 square feet (0.01 acres) more or less.



November 7, 2018

EXHIBIT A-2 (Continued)

Plat Map for the Temporary Construction Easement

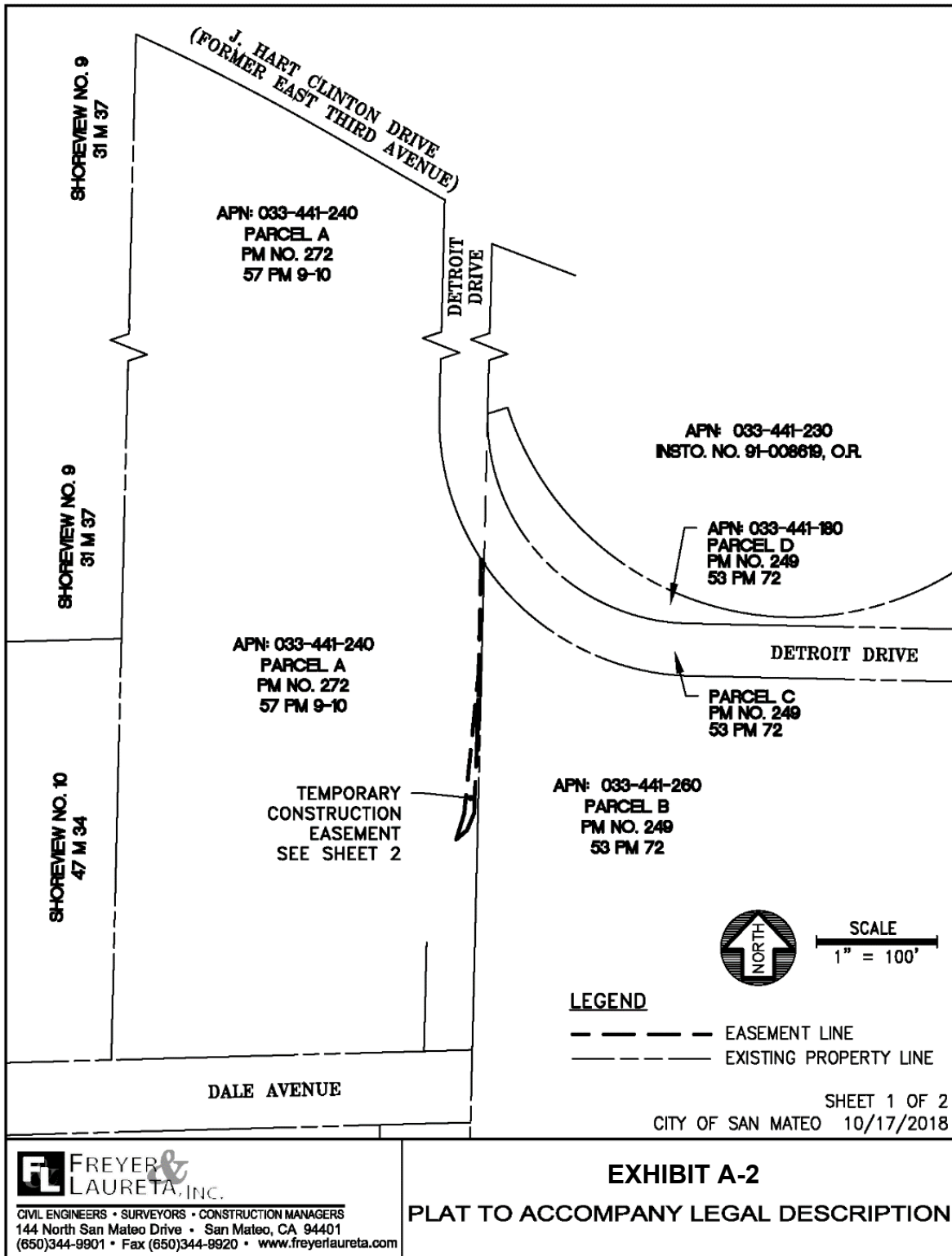


EXHIBIT A-2 (Continued)

Plat Map for the Temporary Construction Easement

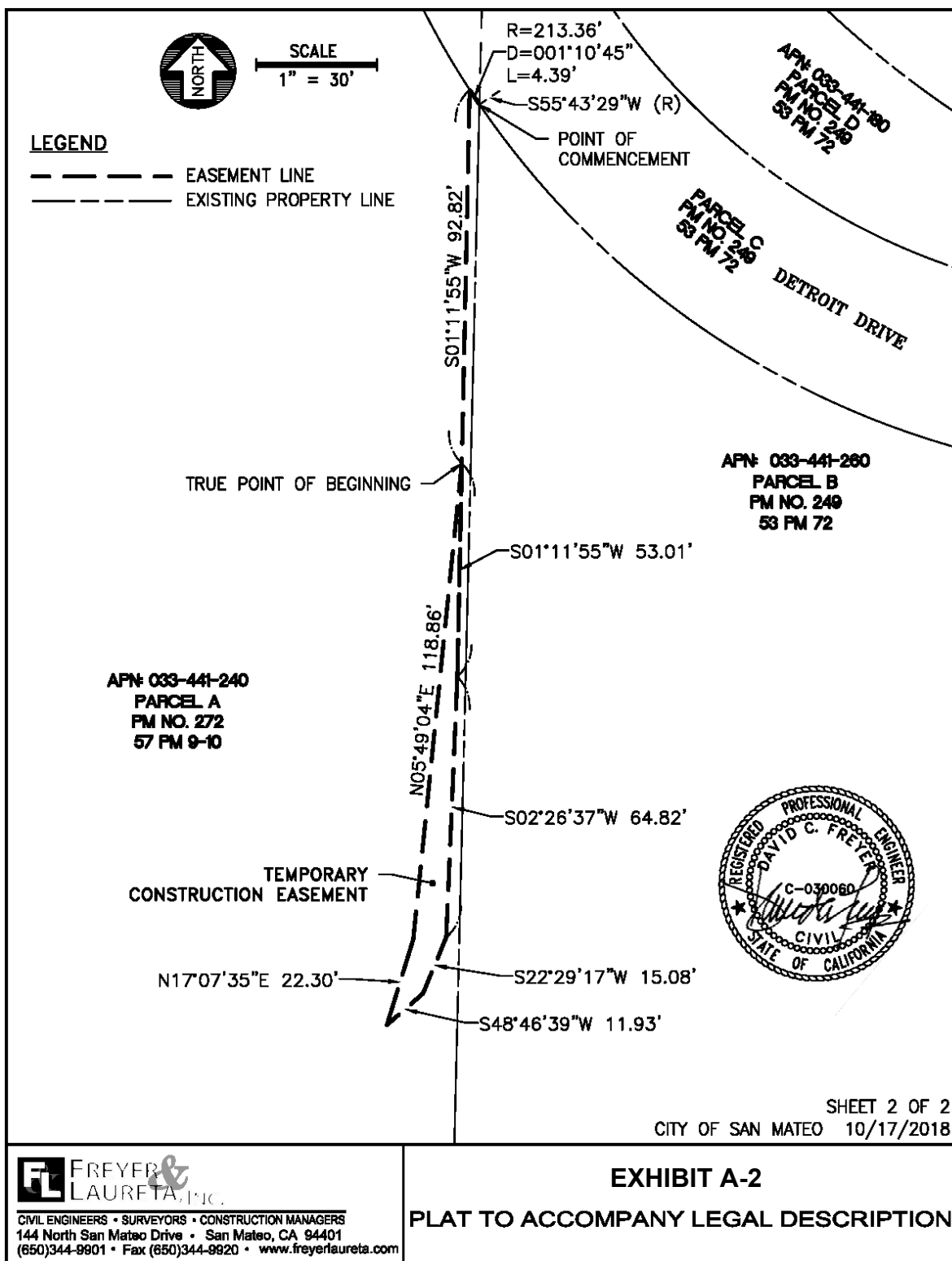


EXHIBIT B

Form of Easement Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

APN: 033-441-240 (portion)

[Space Above For Recorder's Use Only]

Recording Fee: Exempt pursuant to California
Government Code Section 27383

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT (the "Easement Deed") is made as of this ____ day of _____, 20__, by and between ALL AMERICAN SELF STORAGE, a California limited partnership ("Grantor") and the CITY OF SAN MATEO, a municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in the City of San Mateo, County of San Mateo, State of California, designated by the San Mateo County Assessor as Assessor's Parcel No. 033-441-240, and more particularly described on Exhibit A attached hereto and incorporated herein in its entirety by this reference (the "Grantor's Land").

B. Pursuant to that certain Agreement Granting Easements Escrow Instructions dated as of _____, 20__, (the "Agreement"), Grantee is being granted an easement over an approximately \pm 4,870 square feet portion of Grantor's Land for a permanent and exclusive public utility easement (the "Public Utility Easement"), as described on Exhibit A-1, attached hereto and incorporated herein, for purposes related to the construction, operation and maintenance of subsurface sanitary sewer pipelines. Grantee's use of the easement described in this paragraph shall be exclusive. Grantor shall not grant or assign to others any right-of-way or easement in the Public Utility Easement. Hereinafter, the Public Utility Easement is referred to as the "Easement."

AGREEMENT

NOW THEREFORE, incorporating and in consideration of the foregoing recitals, in order to comply with the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

1. **Grant of Easement.** Grantor hereby grants to Grantee the Easement described in Paragraph B for the purposes of the right of ingress and egress, installation, constructing, operating, maintaining, inspecting, replacing, removing and using underground permanent sewer transmission pipelines together with appurtenances thereof 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.

2. **Use of Public Utility Easement Area by Grantor.** Grantor may use the Public Utility Easement in any manner that does not impede Grantee's use of the Easement area, however Grantor shall not place or build any structures, drill any wells, or plant any trees in the Easement area that interferes with Grantee's access and use of the Easement or make any modifications, improvements, or otherwise interfere with Grantee's access and use of the Easement. Should any such structure be erected in violation of this provision, Grantee or its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause Grantors to remove, at Grantor's expense, any building or structure erected upon or over the Easement area.

3. **Remedies.** In the event of a violation of any of the terms of this Agreement, Grantor may seek specific performance of this Agreement or any other remedy permitted at law or in equity against Grantee.

4. **Attorneys' Fees.** Should either party institute any action or proceeding to enforce this Deed, or for damages by reason of any alleged breach of this Deed, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

5. **Runs with the Land.** The easements, rights of way, covenants and restrictions provided herein shall be construed as covenants and not as conditions, and all such covenants shall run with, and be enforceable against, both Grantor and Grantor's Land.

6. **Severability.** If any provision of this Deed is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Deed shall nonetheless remain in full force and effect, provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

7. **Entire Agreement.** This Deed, including the exhibits attached hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties hereto pertaining to such subject matter. Furthermore, this Deed cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in

part unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

8. Successors. The terms and conditions of this instrument shall run with and bind Grantor's Land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

9. Modification. This instrument may only be modified by a written instrument that is recorded in the Official Records of San Mateo County, California.

10. Waiver. Waiver by any party of any portion of this instrument shall not constitute a waiver of the same or any other portion hereof.

11. Counterparts. This instrument may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

12. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed as of the day and year set forth above.

GRANTOR:

All American Self Storage
A California limited partnership

By: EXHIBIT COPY
William F. Kenney, General Partner

By: EXHIBIT COPY
Susan E. Kenney, General Partner

Date: _____

Date: _____

By: EXHIBIT COPY
EDBN Holdings LLC
Kevin Nuckels, Manager

Date: _____

GRANTEE:

CITY OF SAN MATEO
a municipal corporation

By: _____
Eric Rodriguez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Shawn Mason, City Attorney

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 _____)

On _____ 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)

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 _____)

On _____ 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)

ACKNOWLEDGMENT

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State of California)
County of _____)

On _____ 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)

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 _____)

On _____ 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.



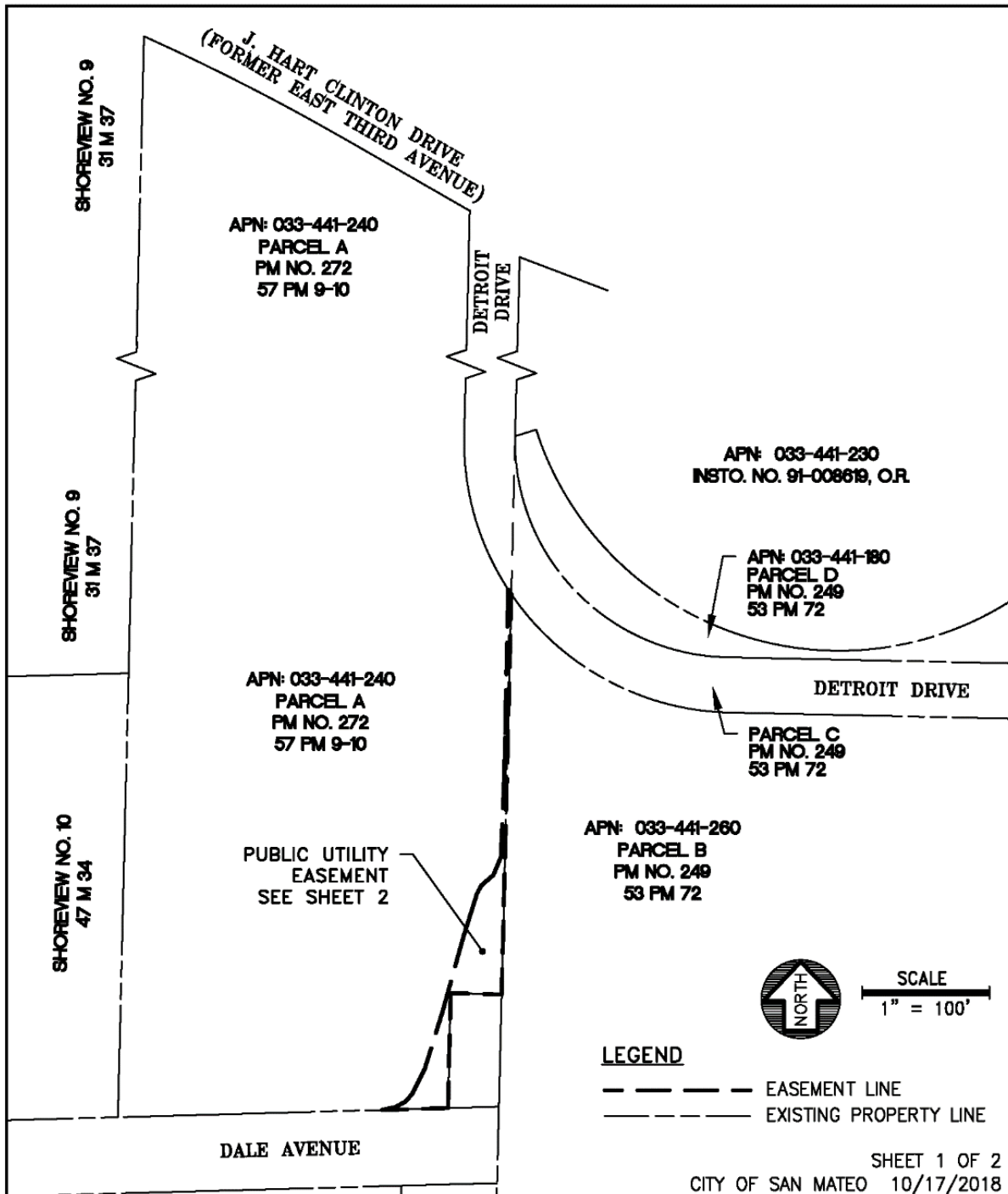
November 7, 2018

FREYER & LAURETA, INC.

Page 1 of 1

EXHIBIT A-1 (Continued)

Plat Map for the Public Utility Easement



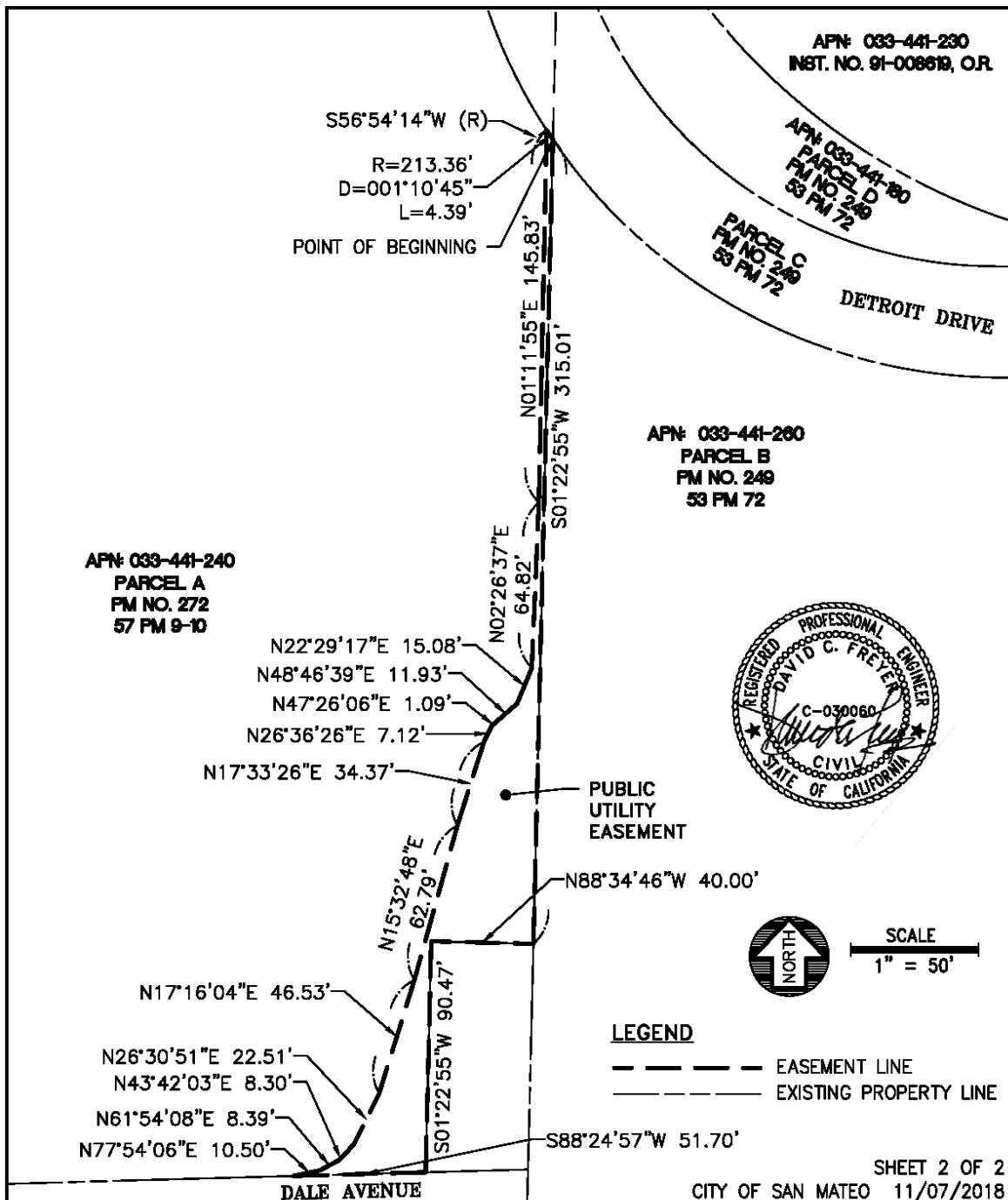
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1 (Continued)

Plat Map for the Public Utility Easement



CERTIFICATE OF ACCEPTANCE

PURSUANT TO GOVERNMENT CODE § 27281

This is to certify that the interest in real property conveyed by that certain Easement Deed dated as of _____, 20__, from All American Self Storage, a California limited partnership to the CITY OF SAN MATEO, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Mateo pursuant to the authority conferred by the City Council of the City of San Mateo on _____, 20__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

By: _____
Drew Corbett, City Manager

Relates to portion of APN: 033-441-240

EXHIBIT C

Form of Temporary Construction Easement Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

APN: 033-441-240 (portion)

[Space Above For Recorder's Use Only]

Recording Fee: Exempt pursuant to California
Government Code Section 27383

TEMPORARY CONSTRUCTION EASEMENT DEED AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT DEED AND AGREEMENT (the "Easement Deed") is made as of _____, 20__, by and between ALL AMERICAN SELF STORAGE, a California limited partnership ("Grantor") and the CITY OF SAN MATEO, a municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in the City of San Mateo, County of San Mateo, State of California, commonly known as 2000 E. 3rd Avenue, San Mateo designated by the San Mateo County Assessor as Assessor's Parcel No. 033-441-240, and more particularly described on Exhibit A attached hereto and incorporated herein in its entirety by this reference (the "Grantor's Land").

B. Pursuant to that certain Agreement Granting Easements and Escrow Instructions dated as of _____, 20__ (the "Agreement"), Grantee is being granted an Easement over approximately \pm 643 square feet portion of Grantor's Land for use as a temporary construction easement (the "Temporary Construction Easement"), as described on Exhibit B, attached hereto and incorporated herein, for purposes related to the construction of sanitary sewer pipelines. Hereinafter, the Temporary Construction Easement is referred to as the "Easement."

C. This Deed conveys to Grantee the Temporary Construction Easement, all in accordance with the terms and conditions more particularly described herein.

AGREEMENT

NOW THEREFORE, incorporating and in consideration of the foregoing recitals, in order to comply with the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

1. **Temporary Construction Easement.** Grantor hereby grants to Grantee and its authorized agents, representatives, employees, officials, contractors, and subcontractors, a Temporary Construction Easement to enter the Grantor's Land for the purposes of staging activities related to the construction of sanitary sewer pipelines. Grantor agrees not to interfere with Grantee's access and use of the Temporary Construction Easement. The Temporary Construction Easement shall run for twelve (12) consecutive months commencing on February 1, 2021 and terminating on January 31, 2022. Upon termination of the Temporary Construction Easement, Grantee shall provide such evidence as necessary to clear the Temporary Construction Easement from title, including delivery of a quitclaim deed with respect to the Temporary Construction Easement. In the case of unpredictable delays in construction, upon written notification, and provided Grantor and Grantee agree to such an extension in a writing recorded against Grantor's Land, the terms of this Agreement may be extended. Grantor shall be compensated based on the fair market value of the Easement at the time of the extension. Grantee shall use the Temporary Construction Easement Area in accordance with the following:

(a) Grantee shall give Grantor at least 72-hour telephone notice prior to entering the Temporary Construction Easement Area, which notice requires that Grantee actually speak to Grantor and include the name of the company, the person and their purpose for accessing the Temporary Construction Easement Area.

(b) Once construction commences and is continuous, the 72-hour actual notice need not be given, but shall be given again if construction is discontinued so that Grantor has the knowledge of who will be on and using the Temporary Construction Easement Area at all times.

(c) Grantee shall provide Grantor with a copy of any soil, geological test and environmental site assessment of the Temporary Construction Easement Area.

(d) In the event that Grantor encounters any problems during the course of construction, Grantor shall be provided with work and cell phone contact numbers of City staff and the on-site construction supervisor.

(e) At the conclusion of construction, Grantee hereby covenants and agrees to restore said Temporary Construction Easement Area as near as possible to its original condition.

(f) The parties hereby agree that the compensation paid includes the value of Grantee's use of any and all existing improvements within the Temporary Construction Easement Area during the term of this Agreement.

2. **Remedies.** In the event of a violation of any of the terms of Section 1 above, Grantor and Grantee may each seek specific performance of this Agreement or any other remedy permitted by law or in equity against the other.

3. **Attorneys' Fees.** Should Grantor institute any action or proceeding to enforce this Deed, or for damages by reason of any alleged breach of this Deed, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

4. **Runs with the Land.** The easements, rights of way, covenants and restrictions provided herein shall be construed as covenants and not as conditions, and all such covenants shall run with, and be enforceable against, both Grantor and Grantor's Land.

5. **Severability.** If any provision of this Deed is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Deed shall nonetheless remain in full force and effect, provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

6. **Entire Agreement.** This Deed, including the exhibits attached hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties hereto pertaining to such subject matter. Furthermore, this Deed cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

7. **Successors.** The terms and conditions of this instrument shall run with and bind Grantor's Land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective assignees and/or successors.

8. **Modification.** This instrument may only be modified by a written instrument that is recorded in the Official Records of San Mateo County, California.

9. **Waiver.** Waiver by any party of any portion of this instrument shall not constitute a waiver of the same or any other portion hereof.

10. **Counterparts.** This instrument may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

11. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed as of the day and year set forth above.

GRANTOR:

ALL AMERICAN SELF STORAGE

a California limited partnership

By: EXHIBIT COPY
William F. Kenney, General Partner

By: EXHIBIT COPY
Susan E. Kenney, General Partner

Date: _____

Date: _____

By: EXHIBIT COPY
EDBN Holdings LLC
Kevin Nuckels, Manager

Date: _____

GRANTEE:

CITY OF SAN MATEO

a municipal corporation

By: _____
Eric Rodriguez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Shawn Mason, City Attorney

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 _____)

On _____ 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)

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 _____)

On _____ 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)

ACKNOWLEDGMENT

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State of California)
County of _____)

On _____ 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
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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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State of California)
County of _____)

On _____ 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-2

Legal Description of the Temporary Construction 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 County of San Mateo, State of California and being more particularly described as follows: **COMMENCING** at the easterly corner of said parcel, also being the intersection of the easterly line of said parcel and southwesterly line of Detroit Drive and a point in a non-tangent curve concave northeasterly having a radius of 213.36 feet, to which a radial bears South 55°43'29" West; thence, along said curve northwesterly 4.39 feet through a central angle of 01°10'45"; thence, leaving said curve South 01°11'55" West 92.82 feet to the **TRUE POINT OF BEGINNING**; thence, proceeding clockwise the following courses and distances: South 01°11'55"W 53.01 feet; thence, South 02°26'37"W 64.82 feet; thence, South 22°29'17"W 15.08 feet; thence, South 48°46'39"W 11.93 feet; thence, N17°07'35"E 22.30 feet; thence, North 05°49'04"E 118.86 feet to the **TRUE POINT OF BEGINNING**.

Containing 643 square feet (0.01 acres) more or less.



November 7, 2018

EXHIBIT A-2 (Continued)

Plat Map for the Temporary Construction Easement

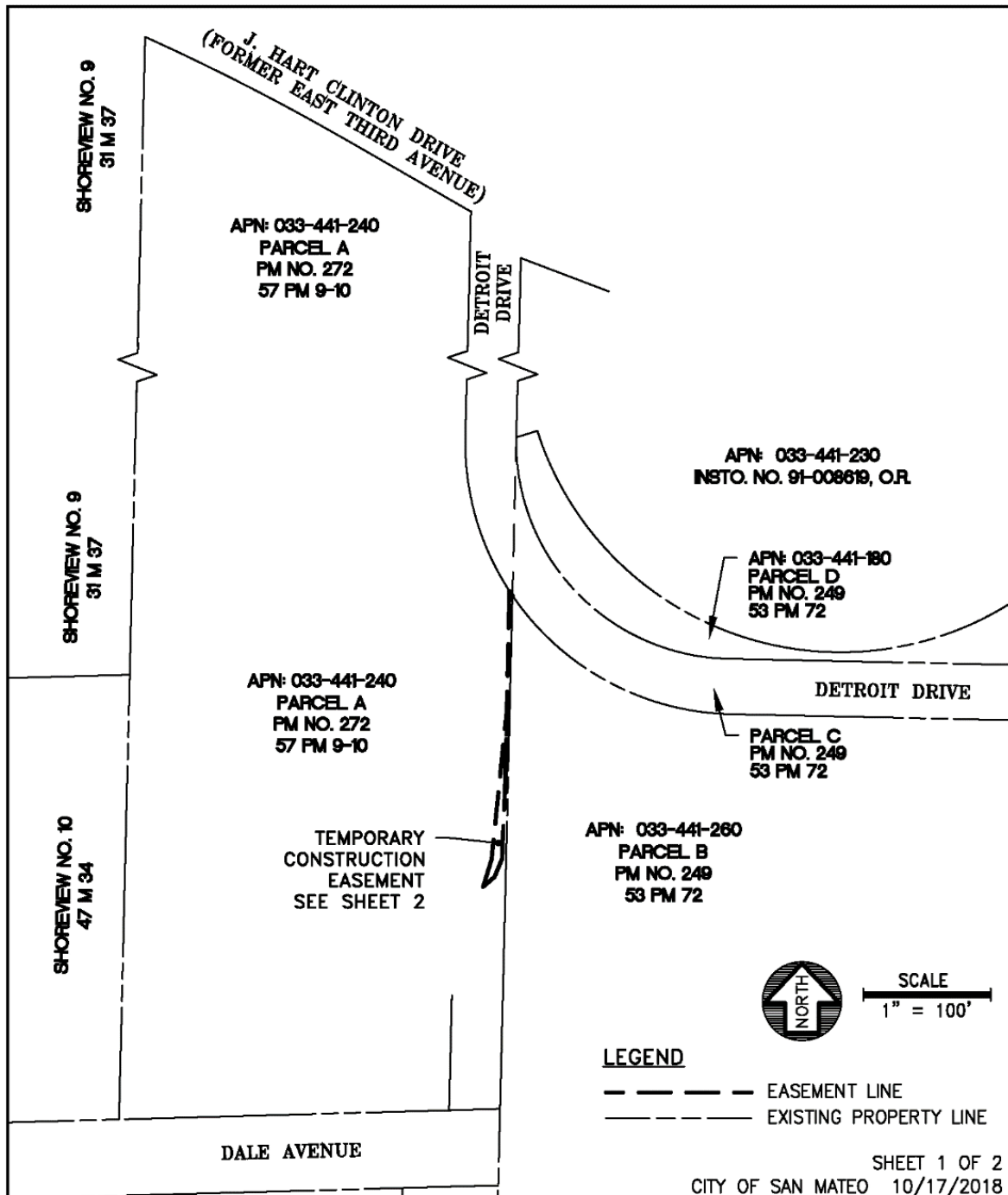
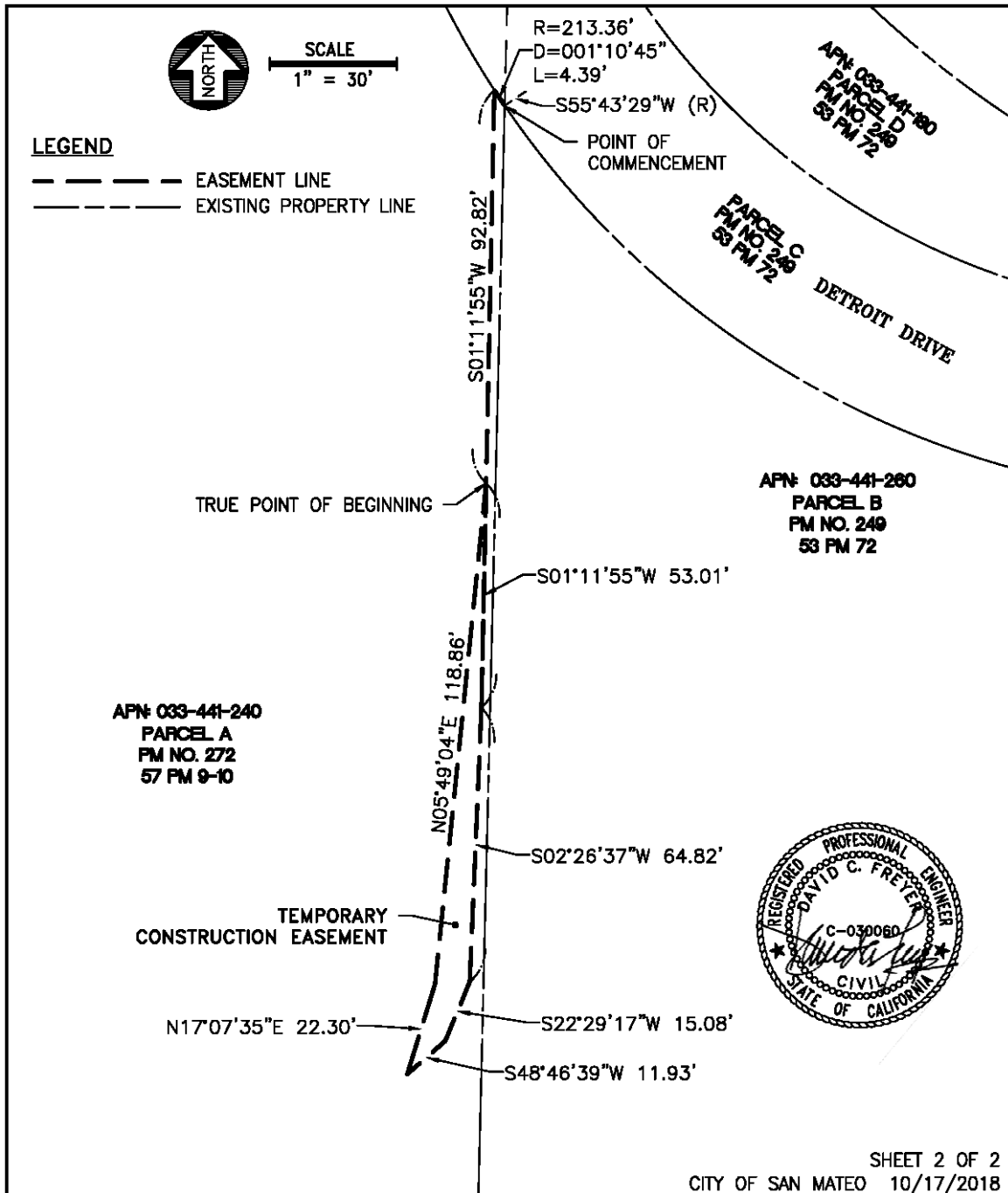


EXHIBIT A-2 (Continued)

Plat Map for the
Temporary Construction Easement



CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS
144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Easement Deed dated as of _____, 20__, from All American Self Storage, a California limited partnership to the CITY OF SAN MATEO, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Mateo pursuant to the authority conferred by the City Council of the City of San Mateo on _____, 20__, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

By: _____
Drew Corbett, City Manager

Relates to portion of APN: 033-441-240