

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of San Mateo  
330 W. 20<sup>th</sup> 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)

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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.



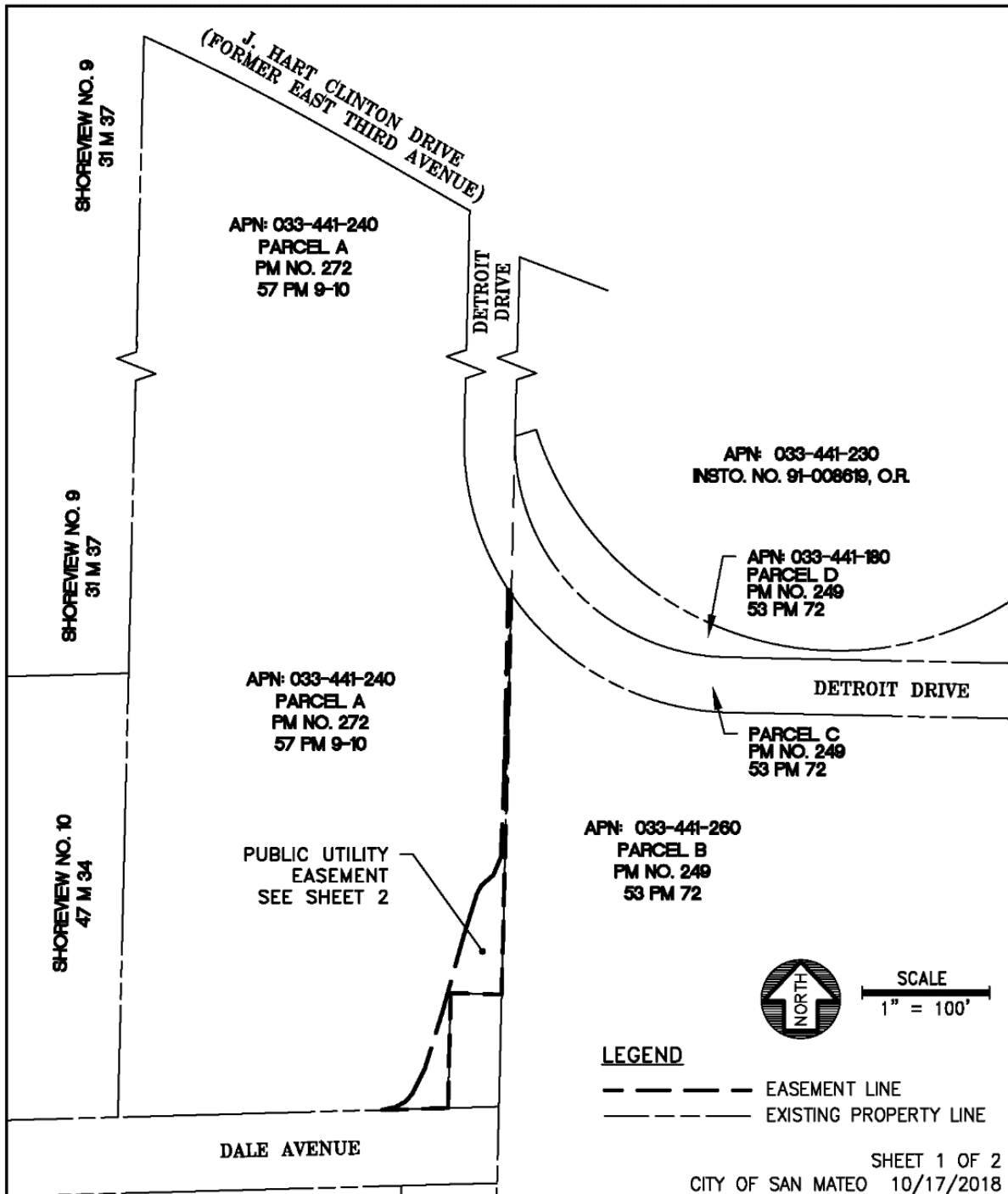
November 7, 2018

**FREYER & LAURETA, INC.**

Page 1 of 1

EXHIBIT A-1 (Continued)

Plat Map for the Public Utility Easement

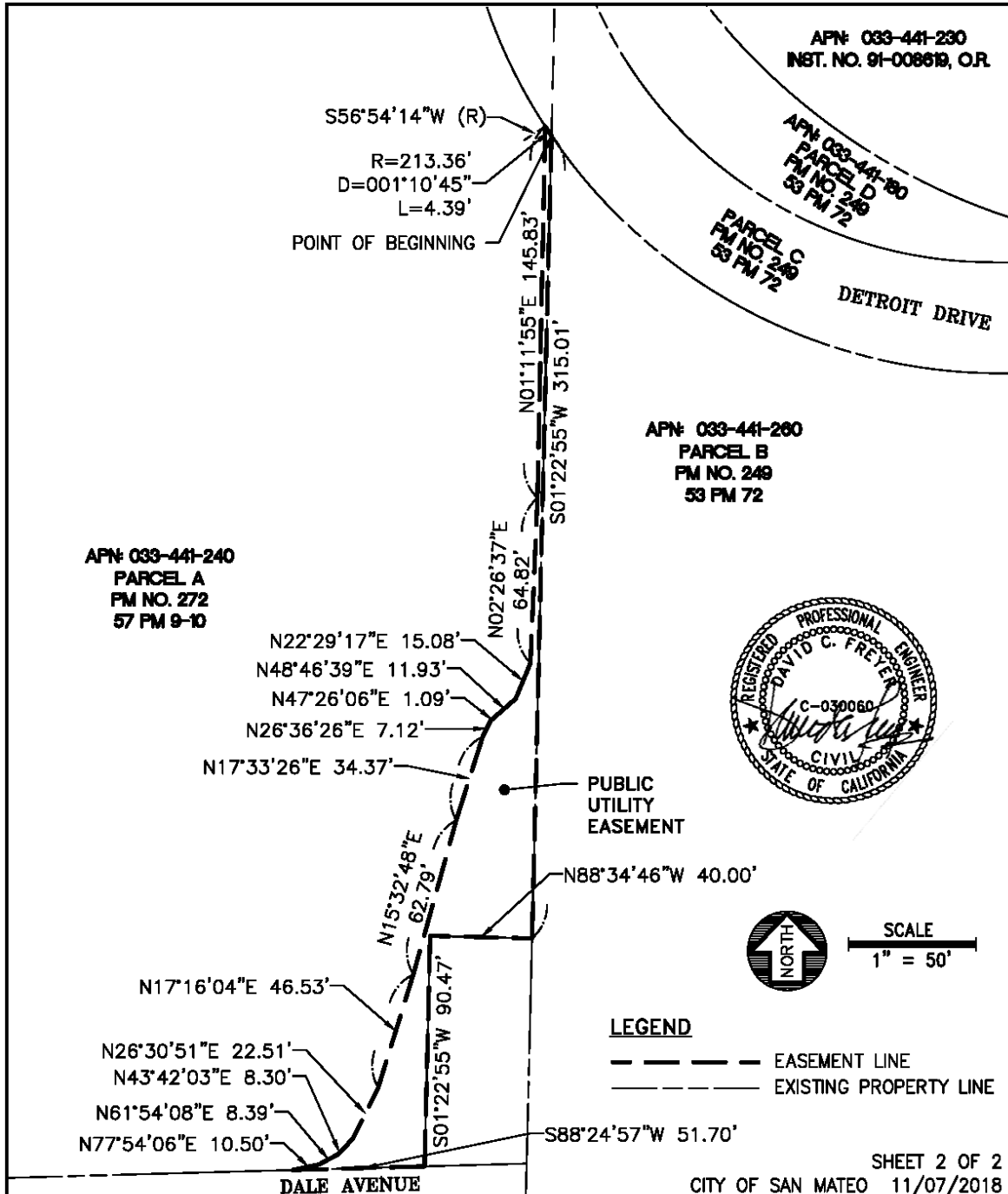


FREYER & LAURETA, INC.  
CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS  
144 North San Mateo Drive • San Mateo, CA 94401  
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

EXHIBIT A-1  
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT A-1 (Continued)

Plat Map for the  
Public Utility Easement



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EXHIBIT A-1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**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