

**2019-062149 CONF**

4:53 pm 08/06/19 ES Fee: NO FEE

Count of pages 29

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of San Mateo  
330 W. 20<sup>th</sup> Avenue  
San Mateo, California 94403

[Space Above For Recorder's Use Only]

Recording Fee: Exempt pursuant to California  
Government Code Section 27383

**GRANT OF PERPETUAL EASEMENTS FOR  
LEVEE IMPROVEMENTS AND PUMP STATION FACILITIES**

THIS GRANT OF PERPETUAL EASEMENTS FOR LEVEE IMPROVEMENTS AND PUMP STATION FACILITIES (the "Easement Deed") is made as of this 10 day of July, 2019 by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("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 and City of Burlingame, County of San Mateo, State of California, commonly known as the Coyote Point Recreation Area, and more particularly described on Exhibits A through D attached hereto and incorporated herein in its entirety by this reference (the "Grantor's Land").

B. Pursuant to that certain Agreement Between the City of San Mateo and County of San Mateo for the Conveyance and Acquisition of Permanent Easements and Temporary Construction Easements for City of San Mateo "North Shoreview Flood Improvements Project" dated as of July 18, 2019, (the "Agreement"), Grantee is acquiring:

1. Coyote Point Pump Station Easement, as described in Exhibit A hereto.

2. Coyote Point Levee Improvements Easement (San Mateo), as described in Exhibit B hereto.

3. Coyote Point Levee Improvements Easement (Burlingame), as described in Exhibit C hereto.

4. Poplar Avenue Pump Station Outfall Easement, as described in Exhibit D thereto.

## 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 Easements described in Recital Paragraphs B.1 through B. 4, inclusive, for the purposes of constructing, operating and maintaining a storm water pump station, levee, drainage channel, trash capture device, outfall pipes, and trail pathways (collectively "Easements"). 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. The physical areas described in Exhibits A through D shall be referred to collectively as "Easement Areas." Grantor's grant of the easement herein is made in the sole capacity as a landowner and not in any other capacity, including as a regulatory or land-use authority.

2. No Grantor Liability for Improvements. Any and all improvements constructed by Grantee pursuant to the authority granted by this Easement Deed, and the location, design, operation, maintenance, inspection, and repair thereof, are entirely the responsibility of Grantee. Grantee accepts the Easement Areas in their "AS IS" condition without any representation or warranty of any kind from Grantor. Grantor agrees and acknowledges that it is solely responsible for any and all current and future site investigation, condition assessment, inspection, or any other determination of the condition of the Easement Areas, any improvements in, on, or across the Easements, or any other condition of the Easement Areas that may affect improvements constructed by Grantee. Neither Grantor nor its successors and assigns shall be liable in any way for costs, expenses, losses, damages or otherwise, arising out of or in any way connected with the design, operation, construction, maintenance, or repair of the improvements constructed by Grantee on, over or across the Easements. Grantor shall defend, save harmless and indemnify Grantor, its officers, employees, and agents from any and all claims for injuries or damage to persons and/or property, or any other loss or cost, by reason of Grantee constructing any improvement on, over, or across the Easements or arising out of the operation, inspection, construction, maintenance, repair, performance, suitability, or design of any improvements constructed by Grantee on, over, or across the Easements, including, but not limited to, claims arising out of an alleged failure of any levee or pump station. Notwithstanding the foregoing, Grantor shall repair any damage to any improvements constructed by Grantee on, over, or across the Easements caused by the negligence or willful misconduct of Grantor, its agents and employees. The duty of Grantee to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

3. Use of Easement Areas by Grantor. Grantor may use the Easement Areas in any manner that does not impede Grantee's use of the Easement area. The Easements are subject to all rights, encumbrances and other matters of record prior to the date this Easement is

recorded.

4. Maintenance. Grantee shall inspect, operate, maintain, and repair the Easements and any and all improvements and pedestrian or cyclist trails, including specifically any portion of the Bay Trail, on, over, or across the Easements. Grantee shall maintain the Easement Areas, together with any improvements constructed or installed by Grantee or associated with Grantee's use of Easement Areas, in a safe and sanitary condition consistent with the uses authorized hereunder. The operation and maintenance of any such improvements and of the Easement Areas shall be at Grantee's sole cost and expense. Grantee shall provide Grantor with no less than ten (10) business days' notice of any maintenance or repair work to be performed on the Easement Areas. Grantee shall perform all work for the activities described in this Deed in a done in a good and workmanlike manner and in accordance with all applicable legal, governmental, and industry standards. The levee easements shall be maintained so as to provide unimpeded pedestrian and cyclist access at all times, unless a detour has been approved by Grantor in writing to accommodate maintenance, repair or construction. The levees shall be vegetation-free to allow for visual inspection of the levee embankments. Vegetation other than shallow rooted grasses shall not be permitted on levee crowns, slopes. The structural features of the levees shall be inspected by Grantee for deterioration or damage, including the presence of any slope erosion, washouts, slumping, slides or sloughing, and any conditions noted shall be included in the performance of maintenance and repair actions at the earliest appropriate opportunity. Grantee shall fill potholes or ruts with compacted aggregate. Grantee shall be responsible for all local drainage inspections and maintenance. Grantee shall be responsible for any and all stormwater management for the Easement Areas or otherwise in connection with any and all improvements on, over, or across the Easements. Any access by Grantee to perform maintenance or other work on improvements shall require Grantor's prior written consent and if necessary, a plan to redirect/reroute Bay Trail traffic. Grantee shall not make or permit any alterations, installations, additions or improvements, structural or otherwise without Grantor's prior written consent. Grantee shall secure any necessary licenses, permits and approvals required for the construction, reconstruction, repair, or maintenance of the improvements. Grantee must comply with all applicable federal, state, and local law in connection with any work in, on, or across the Easements or otherwise authorized by this Deed. Grantee shall deliver a set of final as-built plans to Grantor within 60 days of the completion of any construction or alteration project completed by Grantee within the Easement Areas.

5. Indemnity. In addition to the indemnity provided in Section 2, above, Grantee shall indemnify, defend, reimburse, and hold harmless Grantor, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("Claims"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the Easement Areas whether such injury, death, damage, or destruction is caused by the person or property of Grantee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "Agents"), its invitees, guests, or business visitors (collectively, "Invitees"), or third persons, relating to any use or act required or permitted by this Deed, (b) any failure by Grantee to faithfully observe or perform any of the terms, covenants, or conditions of this Deed, (c) the use of the Easement Areas or any activities conducted in, on, or about Grantor's Land by Grantee, its Agents, or Invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Grantee, its Agents, or Invitees, on, in, under, or about the Easement Areas, Grantor's Land, any improvements, or into the environment; except solely to the extent of Claims resulting directly from the negligence or willful misconduct of Grantor, its Agents or Invitees, in which case Grantor shall indemnify Grantee, its officers,

employees, and agents for such Claims. In addition to Grantee's obligation to indemnify Grantor, Grantee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Grantor from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Grantee by Grantor and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties. Grantee's obligations under this paragraph shall survive the expiration or other termination of this Deed. Nothing in this Section 5 shall be understood to limit, condition, affect, or otherwise revise in any way the indemnity provided in Section 2, above.

6. Insurance. Grantee shall obtain at its sole expense, and furnish evidence to Grantor prior to commencing any work authorized hereunder, a combined general liability and property damage insurance policy in the amount of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, to be kept in full force in perpetuity consistent with the rights granted hereunder. Said insurance amounts are minimum requirements only, and if Grantee has other insurance coverage against a loss arising from Grantee's activities or work authorized hereunder, said policies must also comply with the provisions of this Section 10.

Grantee shall have the right to self-insure with respect to any of the insurance requirements required under this Easement Deed, to the extent permitted by applicable law. In the event that Grantee elects to self-insure with respect to any of the insurance requirements required under this Grant Deed, before commencing any work hereunder, and upon written request by Grantor, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to Grantor a certificate of self-insurance signed by a duly authorized representative of Grantee, such certificate evidencing that Grantee's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this Easement Deed. If Grantee elects to self-insure, Grantee shall give Grantor prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Grantor is also responsible for causing any contractors, subcontractors and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Easement Deed in amounts no less than as described in Grantee's "Insurance Requirements for Construction Contracts" dated 9/17.

Grantee shall furnish Grantor with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Grantor of any pending change in the limits of liability or of any cancellation or modification of the policy.

Grantor, its officers, agents and employees shall be named as additional insured on the liability insurance policies described hereinabove, which shall also contain a provision that the insurance afforded thereby to Grantor shall be the primary insurance to the full limits of liability of the policy. If Grantor has other insurance coverage against a loss covered by the coverage that Grantee and/or its contractor is required to have, such other insurance coverage of Grantor shall be excess insurance only.

7. Hazardous Materials. Grantee covenants and agrees that neither Grantee, nor any of its employees, agents, or contractors, shall cause or permit any hazardous material to be brought upon, kept, stored, staged, generated or disposed of in, on or about the

Easement Areas or Grantor's Land. Grantee shall give immediate written notice to Grantor of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, San Mateo County Environmental Health, the Bay Area Air Quality Management district, California Coastal Commission, or any local governmental entity) against Grantee with respect to the presence or release or suspected presence or release of hazardous material on or about the Easement Areas or Grantor's Land, or the migration thereof from or to other adjacent County property; (b) all demands or claims made or threatened by any third party against Grantee relating to any loss or injury resulting from any hazardous materials on or about the Easement Areas or Grantor's Land; (c) any release of hazardous material on or about the Easement Areas or Grantor's Land due to the rights granted herein that may require any investigation or remediation; and (d) all matters of which Grantee is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code. Nothing in the foregoing paragraph shall preclude Grantee from using materials necessary to exercise Grantee's rights to the Easement Areas granted herein so long as any such hazardous materials are used, stored, and disposed of in strict accordance with any and all applicable law.

Grantee shall be responsible for all costs and efforts associated with investigating and remediating any environmental contamination whatsoever caused by Grantee on or about the Easements.

8. Taxes, Fees, and Liens. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Areas or against any of Grantor's Land as a result of the easements herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Areas or any of Grantor's Land.

9. Notice. Any notice given under this Easement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to the addresses set forth below or to such other address as either party may designate as its new address for such purpose. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made.

To Grantor:

Director of Parks  
County of San Mateo  
Department of Parks  
455 County Center, 4th Floor  
Redwood City, CA 94063

To Grantee:

Deputy Director of Public Works  
City of San Mateo  
330 W. 20<sup>th</sup> Avenue  
San Mateo, Ca 94403

10. 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.

11. 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 the Grantor's Land.

12. 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.

13. Entire Agreement. This Deed, including the exhibits attached hereto as well as the Agreement, 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.

14. 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.

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

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

**GRANTOR:**

COUNTY OF SAN MATEO

By: Carole Smol

Date: July 24 2019

see CA notary attached

**ATTEST:**

[Signature]  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

[Signature]  
Deputy County Counsel

JUSTIN W. MATES

**GRANTEE:**

CITY OF SAN MATEO  
a municipal corporation

By: Drew Corbett

Drew Corbett  
City Manager

Date: 7/18/19

ATTEST:

APPROVED AS TO FORM:

*Patricia M. Olds*  
City Clerk



*Caio Arellano*  
Assistant City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Mateo )  
On July 24, 2019 before me, Sherry Golestan, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Carole Ann Groom  
Name(s) of Signer(s)

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 is/she is/they executed the same in his is(her) is authorized capacity(ies), and that by his is(her) is 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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

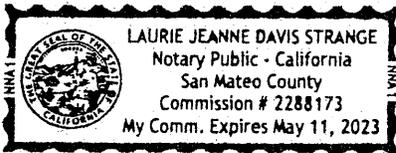
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Mateo }

On July 18, 2019 before me, Laurie Jeanne Davis Strange, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Drew Corbett  
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Laurie Jeanne Davis Strange  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

OFFICE OF THE CITY COUNCIL



330 West 20th Avenue  
San Mateo, California 94403-1338  
Telephone (650) 522-7048  
FAX: (650) 522-7041  
www.cityofsanmateo.org

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the property interest conveyed by Quitclaim of Easement Deed, from Grantor THE CITY OF SAN MATEO, a municipal corporation, to Grantee, the THE COUNTY OF SAN MATEO, a political subdivision of the State of California, for permanent and temporary easements at Coyote Point, in the County of San Mateo, California is hereby accepted by RESOLUTION NO. 31 (2019) on behalf of the City Council of the City of San Mateo at their Regular Meeting held on April 15, 2019 and the City of San Mateo consents to recordation thereof by its duly authorized officer.

CITY OF SAN MATEO

By

Patrice M. Olds, MMC  
City Clerk  
City of San Mateo



APN 029 321 060  
Coyote Point Levee  
Coyote Point Pump Station  
Poplar Avenue Pump Station Project

**CITY OF SAN MATEO  
RESOLUTION NO. 31 (2019)**

**APPROVING AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR PERMANENT AND  
TEMPORARY CONSTRUCTION EASEMENTS WITH COYOTE POINT AND IN CONNECTION WITH THE  
NORTH SHOREVIEW FLOOD IMPROVEMENT PROJECT**

WHEREAS, the City is proposing to construct the North Shoreview Flood Improvement project ("Project"), consisting of the Coyote Point Levee, Coyote Point Pump Station, and Poplar Avenue Pump Station project; and

WHEREAS, the project is intended to remove specified City neighborhoods from within the Federal Emergency Management Agency (FEMA) special flood hazard zone map, effective April 5, 2019; and

WHEREAS, temporary and permanent construction easements are required for the construction and long-term maintenance of the Project; and

WHEREAS, the County of San Mateo possesses property rights for required parcels; and

WHEREAS, the County of San Mateo agrees to grant temporary and permanent easements at no fee to the City of San Mateo; and

WHEREAS, the existing County Point Pump Station easement, reference in City of San Mateo Resolution No. 135 (1970) and County of San Mateo Resolution No. 28243, will be vacated upon approval of new easement.

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

1. The Agreement between the County of San Mateo and City of San Mateo is hereby approved.
2. The City Clerk is authorized and directed to record this Resolution with the deeds in the Office of the Recorder to the County of San Mateo

RESOLUTION NO. 31 (2019) adopted by the City Council of the City of San Mateo, California, at a regular meeting held on April 15, 2019, by the following vote of the City Council:

AYES: Council Members Papan, Freschet, Bonilla, Goethals and Rodriguez

NOES: None

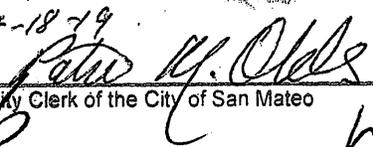
ABSENT: None

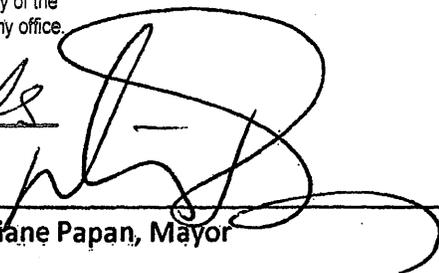
ATTEST:

I hereby certify this to be a full, true and correct copy of the document it purports to be as the same is on file in my office.

Dated: 7-18-19

  
Patrice M. Olds, City Clerk

  
City Clerk of the City of San Mateo

  
Diane Papan, Mayor

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**COYOTE POINT PUMP STATION EASEMENT**

An Easement for Pump Station Improvements situated in the City of San Mateo, County of San Mateo, State of California, being a portion of the land described in that certain Director's Deed recorded on March 3, 1950 in Book 1852 of Official Records at Page 599, San Mateo County Records, being more particularly described as follows:

Commencing at the northerly terminus of that certain course described as "North 41°04'00" West, 597.18 feet" in said Director's Deed;  
(For the purposes of this description being South 39°48'33" East)

Thence along the northeasterly line of said Director's Deed, South 39°48'33" East, 51.10 feet to the True Point of Beginning;

Thence leaving said northeasterly line the following three (3) distances and courses:

1. South 32°37'29" West, 16.99 feet;
2. South 4°27'07" West, 198.46 feet;
3. South 15°44'29" East, 8.67 feet to a point on the northerly right of way line of Airport Boulevard (66.00 feet wide), said point also being on a non-tangent curve to the right, having a radius of 2113.00 feet and to which point a radial line bears North 14°15'42" East;

Thence along said curve to the right, through a central angle of 5°03'16" for an arc distance of 186.40 feet;

Thence leaving said right of way line the following fifteen (15) distances and courses:

1. North 23°52'23" East, 20.24 feet to the beginning of a tangent curve to the left;
2. Along said tangent curve to the left having a radius of 215.00 feet, through a central angle 15°40'17" for an arc distance of 58.81 feet;
3. North 8°12'06" East, 92.55 feet to the beginning of a tangent curve to the left;
4. Along said tangent curve to the left having a radius of 112.50 feet, through a central angle 20°12'02" for an arc distance of 39.66 feet;
5. North 11°59'50" West, 87.18 feet;
6. South 80°34'01" West, 48.44 feet;

7. North 12°00'00" West, 23.00 feet;
8. South 78°00'00" West, 21.42 feet;
9. North 12°00'00" West, 46.71 feet;
10. South 78°00'00" West, 39.17 feet;
11. South 12°00'00" East, 16.00 feet;
12. South 78°00'00" West, 2.83 feet;
13. South 12°00'00" East, 34.01 feet;
14. South 78°00'20" West, 60.18 feet;
15. South 32°37'29" West, 2.91 feet to the True Point of Beginning.

Containing 1.255 ± Acres, more or less.

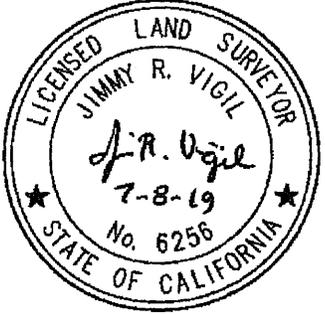
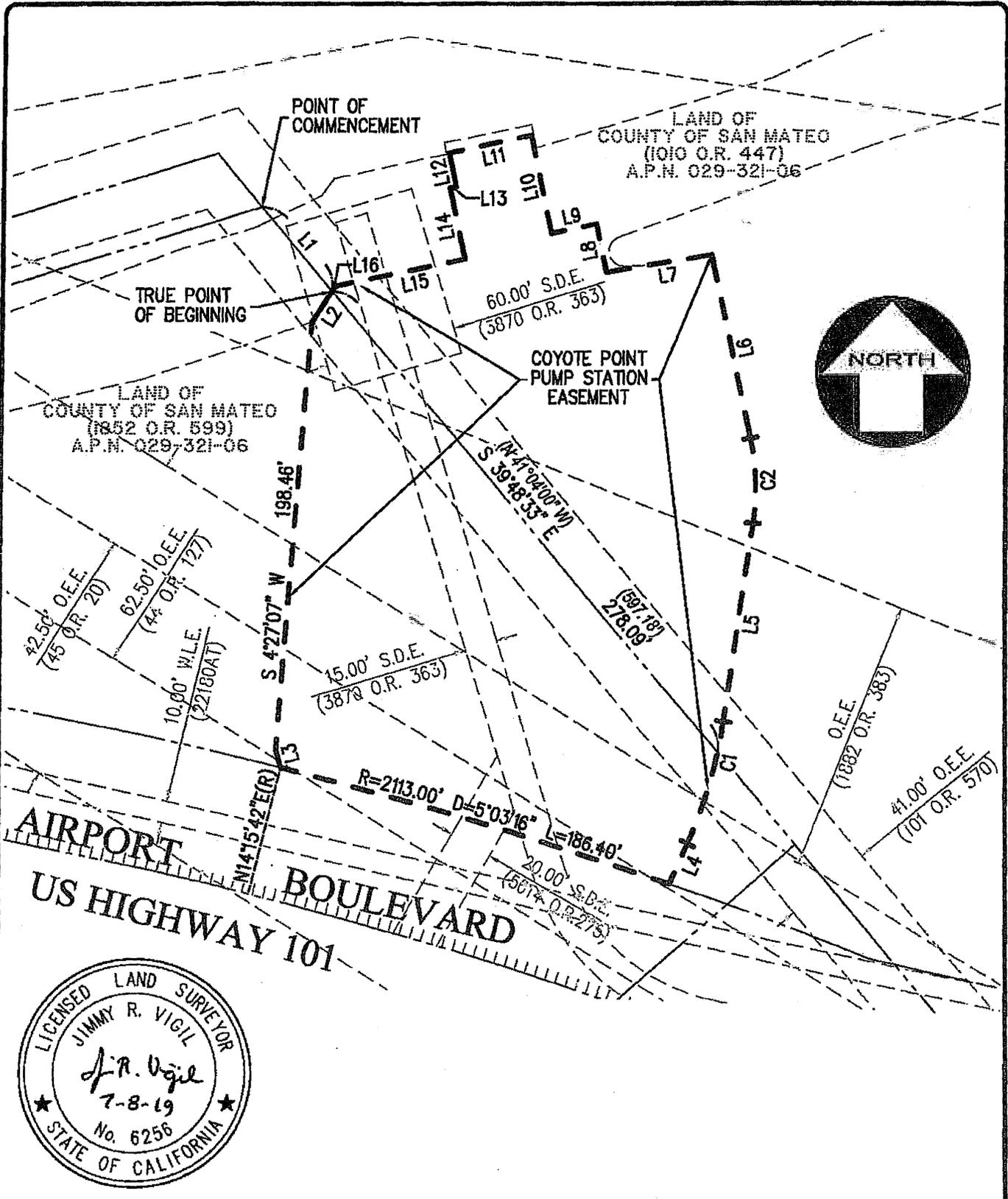
As shown on EXHIBIT "A-1" and "A-2" attached hereto and by this reference made a part hereof.

**Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.**

7-8-19  
Date

J. R. Vigil  
Jimmy R. Vigil, LS 6256





**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
 3350 Scott Boulevard, Building 22 Phone (408) 727-6665  
 Santa Clara, California 95054 Fax (408) 727-5641  
 www.kierwright.com

**EXHIBIT "A-1"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 PUMP STATION EASEMENT  
 SAN MATEO CALIFORNIA

DATE	JULY, 2019
SCALE	1" = 60'
BY	JF
JOB NO.	A14111-6
SHEET	3 OF 4

## ABBREVIATIONS

(R)	RADIAL
I.E.E.	INGRESS/EGRESS EASEMENT
O.E.E.	OVERHEAD ELECTRICAL EASEMENT
O.R.	OFFICIAL RECORD
S.D.E.	STORM DRAIN EASEMENT
W.L.E.	WATER LINE EASEMENT

## LEGEND

PROPOSED EASEMENT	---
ADJACENT PROPERTY LINE	----
NON-ACCESS	
EXISTING EASEMENT	----
RECORD INFORMATION W/ REFERENCE	( )

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 39°48'33" E	51.10'
L2	S 32°37'29" W	16.99'
L3	S 15°44'29" E	8.67'
L4	N 23°52'23" E	20.24'
L5	N 8°12'06" E	92.55'
L6	N 11°59'50" W	87.18'
L7	S 80°34'01" W	48.44'
L8	N 12°00'00" W	23.00'
L9	S 78°00'00" W	21.42'
L10	N 12°00'00" W	46.71'
L11	S 78°00'00" W	39.17'
L12	S 12°00'00" E	16.00'
L13	S 78°00'00" W	2.83'
L14	S 12°00'00" E	34.01'
L15	S 78°00'20" W	60.18'
L16	S 32°37'29" W	2.91'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	215.00'	15°40'17"	58.81'
C2	112.50'	20°12'02"	39.66'



**KIER & WRIGHT**

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3350 Scott Boulevard, Building 22 Phone (408) 727-6665  
 Santa Clara, California 95054 Fax (408) 727-5641  
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## EXHIBIT "A-2"

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 PUMP STATION EASEMENT

SAN MATEO

CALIFORNIA

DATE	JULY, 2019
SCALE	1" = 60'
BY	JF
JOB NO.	A14111-6
SHEET	4 OF 4

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**COYOTE POINT LEVEE IMPROVEMENTS EASEMENT (SAN MATEO)**

**PARCEL 1**

An Easement for Levee Improvements situated in the City of San Mateo, County of San Mateo, State of California, being a portion of the land described in that certain Director's Deed recorded on March 3, 1950 in Book 1852 of Official Records at Page 599, San Mateo County Records and also a portion of the land described in that certain Grant Deed recorded March 1, 1942 in Book 1010 of Official Records at Page 477, San Mateo County Records, being more particularly described as follows:

Commencing at the northerly terminus of that certain course described as "North 41°04'00" West, 597.18 feet"; in said Director's Deed;  
(For the purposes of this description being South 39°48'33" East)

Thence along the northeasterly line of said Director's Deed, South 39°48'33" East, 7.46 feet to the True Point of Beginning;

Thence leaving said northeasterly line along the exterior the following nine (9) courses and distances;

1. South 64°07'40" West, 9.73 feet;
2. South 73°47'33" West, 34.23 feet;
3. South 69°32'02" West, 103.87 feet;
4. South 80°05'24" West, 48.54 feet;
5. North 79°54'55" West, 23.77 feet;
6. South 85°47'23" West, 66.80 feet;
7. South 78°52'53" West, 140.53 feet;
8. South 85°43'52" West, 21.54 feet;
9. North 37°53'51" West, 11.50 feet to a point on the City Limit Line between the City of Burlingame and the City of San Mateo;

Thence along said City Limit Line South 80°10'40" West, 29.85 feet and South 66°33'13" West, 8.30 feet;

Thence leaving said City Limit Line and continuing along the said exterior the following twelve (12) courses and distances:

1. South 36°57'06" East, 5.96 feet;
2. South 8°30'39" West, 39.52 feet;
3. North 85°56'09" East, 71.41 feet;
4. North 81°19'54" East, 47.85 feet;
5. South 78°30'00" East, 17.70 feet;
6. North 76°43'29" East, 109.26 feet;
7. North 86°09'32" East, 38.19 feet;
8. South 71°10'42" East, 15.99 feet;
9. North 81°03'40" East, 66.78 feet;
10. North 76°23'11" East, 64.40 feet;
11. North 71°04'40" East, 81.68 feet;
12. North 32°37'29" East, 16.99 feet to a point on the northeasterly line of said Director's Deed;

Thence along said northeasterly line North 39°48'33" West, 43.63 feet to the True Point of Beginning.

Containing 0.524 ± Acres, more or less.

## **PARCEL 2**

An Easement for Levee Improvements situated in the City of San Mateo, County of San Mateo, State of California, being a portion of the land described in that certain Grant Deed recorded on March 1, 1942 in Book 1010 of Official Records at Page 477, San Mateo County Records, being more particularly described as follows:

Commencing at the northerly terminus of that certain course described as "North 41°04'00" West, 597.18 feet" in that certain Director's Deed recorded on March 3, 1950 in Book 1010 of Official Records at Page 599, San Mateo County Records;  
(For the purposes of this description being South 39°48'33" East)

Thence along said northeasterly line of said Director's Deed, South 39°48'33" East, 7.46 feet to the True Point of Beginning;

Thence leaving said northeasterly line along the exterior the following thirty six (36) courses and distances;

1. North  $64^{\circ}07'40''$  East, 25.26 feet;
2. North  $35^{\circ}44'45''$  East, 9.76 feet;
3. North  $77^{\circ}24'12''$  East, 52.39 feet;
4. North  $12^{\circ}20'06''$  West, 5.41 feet;
5. North  $78^{\circ}27'34''$  East, 41.55 feet;
6. South  $11^{\circ}32'26''$  East, 11.06 feet;
7. North  $73^{\circ}16'22''$  East, 113.44 feet;
8. North  $65^{\circ}26'33''$  East, 43.05 feet;
9. North  $71^{\circ}00'12''$  East, 62.01 feet;
10. North  $79^{\circ}45'50''$  East, 126.71 feet;
11. North  $72^{\circ}59'01''$  East, 97.11 feet;
12. North  $40^{\circ}32'25''$  East, 4.97 feet;
13. North  $73^{\circ}55'56''$  East, 95.47 feet;
14. South  $20^{\circ}50'12''$  East, 33.96 feet;
15. South  $72^{\circ}37'16''$  West, 148.16 feet;
16. South  $2^{\circ}47'32''$  West, 6.15 feet;
17. South  $58^{\circ}51'08''$  East, 21.63 feet;
18. South  $69^{\circ}37'17''$  East, 58.37 feet;
19. South  $00^{\circ}33'24''$  East, 26.46 feet;
20. North  $73^{\circ}28'14''$  West, 83.61 feet;
21. North  $88^{\circ}31'59''$  West, 99.01 feet;
22. South  $79^{\circ}05'29''$  West, 40.59 feet;

23. South 71°53'25" West, 95.46 feet;
24. South 69°44'36" West, 121.95 feet to the beginning of a tangent curve to the left;
25. Along the arc of a tangent curve to the left having a radius of 7.00 feet, through a central angle of 160°48'45" an arc distance of 19.65 feet;
26. North 88°55'51" East, 9.20 feet to a point of a cusp;
27. South 80°34'01" West, 17.52 feet;
28. North 12°00'00" West, 23.00 feet;
29. South 78°00'00" West, 21.42 feet;
30. North 12°00'00" West, 46.71 feet;
31. South 78°00'00" West, 39.17 feet;
32. South 12°00'00" East, 16.00 feet;
33. South 78°00'00" West, 2.83 feet;
34. South 12°00'00" East, 34.01 feet;
35. South 78°00'20" West, 60.18 feet;
36. South 32°37'29" West, 2.91 feet to a point on said northeasterly line of said Director's Deed;

Thence along said northeasterly line North 39°48'33" West, 43.63 feet to the True Point of Beginning.

Containing 0.713 ± Acres, more or less.

As shown on Exhibits "B-1" through "B-4" attached hereto and by this reference made a part hereof.

**Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.**

7-8-19  
Date

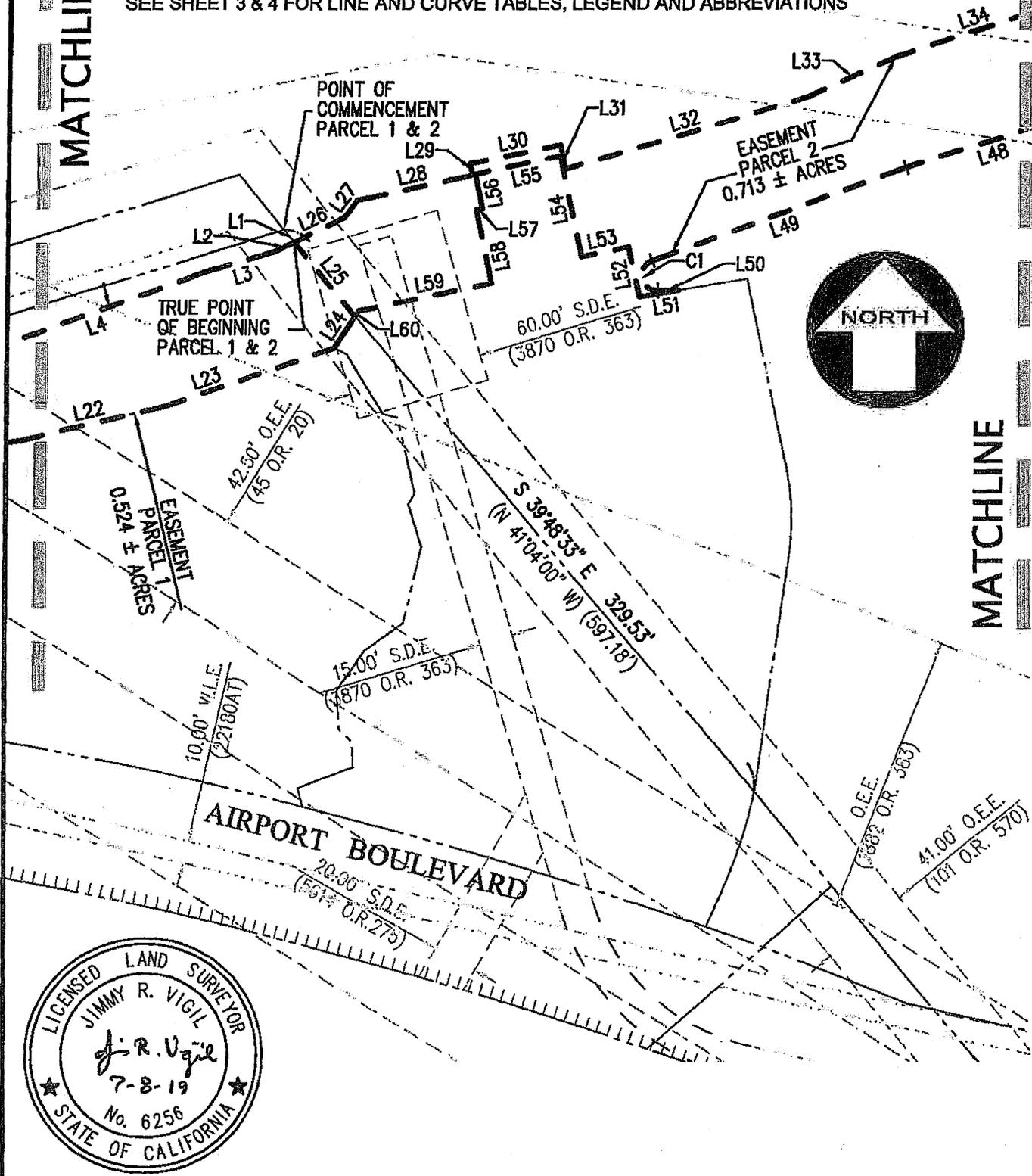
J. R. Vigil  
Jimmy R. Vigil, LS 6256



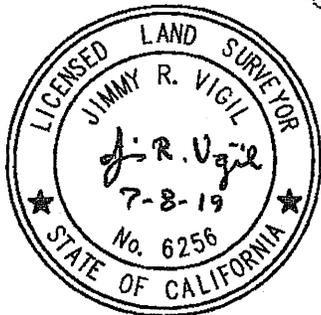
MATCHLINE

# NOTE

SEE SHEET 3 & 4 FOR LINE AND CURVE TABLES, LEGEND AND ABBREVIATIONS



MATCHLINE



**KIER & WRIGHT**  
 CIVIL ENGINEERS & SURVEYORS, INC.  
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**EXHIBIT "B-1"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 LEVEE IMPROVEMENTS EASEMENT  
 SAN MATEO CALIFORNIA

DATE	JULY, 2019
SCALE	1" = 60'
BY	JF
JOB NO.	A14111-6
SHEET	5 OF 8

# NOTE

SEE SHEET 3 & 4 FOR LINE AND CURVE TABLES, LEGEND AND ABBREVIATIONS

MATCHLINE

APN: 029-321-020  
LANDS OF COUNTY OF SAN MATEO

AIRPORT BOULEVARD

CITY OF BURLINGAME  
CITY OF SAN MATEO

30.00' RIGHT OF WAY  
ABANDONMENT  
(7013 O.R. 271)

EASEMENT  
PARCEL 1  
0.524 ± ACRES

APN: 029-321-060  
LANDS OF COUNTY OF SAN MATEO  
DIRECTOR'S DEED  
(1852 O.R. 599)

82.50' O.E.E.  
(747 O.R. 127)

45.00' O.E.E.  
(747 O.R. 125)

AIRPORT BOULEVARD

NON ACCESS  
(1852 O.R. 599)

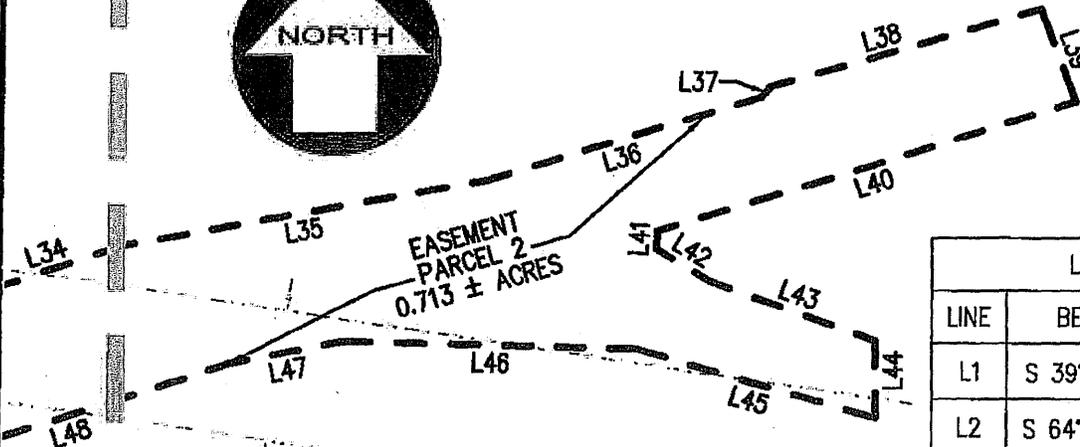
60.00' I.E.E.  
(4532 O.R. 473)



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**EXHIBIT "B-2"**  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
LEVEE IMPROVEMENTS EASEMENT  
SAN MATEO CALIFORNIA

DATE	JULY, 2019
SCALE	1" = 60'
BY	JF
JOB NO.	A14111-6
SHEET	6 OF 8



MATCHLINE

45.00' O.E.E.  
(192 O.R. 1)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 39°48'33" E	7.46'
L2	S 64°07'40" W	9.73'
L3	S 73°47'33" W	34.23'
L4	S 69°32'02" W	103.87'
L5	S 80°05'24" W	48.54'
L6	N 79°54'55" W	23.77'
L7	S 85°47'23" W	66.80'
L8	S 78°52'53" W	140.53'
L9	S 85°43'52" W	21.54'
L10	N 37°53'51" W	11.50'
L11	S 80°10'40" W	29.85'
L12	S 66°33'13" W	8.30'
L13	S 36°57'06" E	5.96'
L14	S 8°30'39" W	39.52'
L15	N 85°56'09" E	71.41'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	7.00'	160°48'45"	19.65'



**KIER & WRIGHT**

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**EXHIBIT "B-3"**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 LEVEE IMPROVEMENTS EASEMENT**

**SAN MATEO**

**CALIFORNIA**

DATE	JULY, 2019
SCALE	1" = 60'
BY	JF
JOB NO.	A14111-6
SHEET	7 OF 8

LINE TABLE		
LINE	BEARING	DISTANCE
L16	N 81°19'54" E	47.85'
L17	S 78°30'00" E	17.70'
L18	N 76°43'29" E	109.26'
L19	N 86°09'32" E	38.19'
L20	S 71°10'42" E	15.99'
L21	N 81°03'40" E	66.78'
L22	N 76°23'11" E	64.40'
L23	N 71°04'40" E	81.68'
L24	N 32°37'29" E	16.99'
L25	N 39°48'33" W	43.63'
L26	N 64°07'40" E	25.26'
L27	N 35°44'45" E	9.76'
L28	N 77°24'12" E	52.39'
L29	N 12°20'06" W	5.41'
L30	N 78°27'34" E	41.55'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	S 11°32'26" E	11.06'
L32	N 73°16'22" E	113.44'
L33	N 65°26'33" E	43.05'
L34	N 71°00'12" E	62.01'
L35	N 79°45'50" E	126.71'
L36	N 72°59'01" E	97.11'
L37	N 40°32'25" E	4.97'
L38	N 73°55'56" E	95.47'
L39	S 20°50'12" E	33.96'
L40	S 72°37'16" W	148.16'
L41	S 2°47'32" W	6.15'
L42	S 58°51'08" E	21.63'
L43	S 69°37'17" E	58.37'
L44	S 0°33'24" E	26.46'
L45	N 73°28'14" W	83.61'

LINE TABLE		
LINE	BEARING	DISTANCE
L46	N 88°31'59" W	99.01'
L47	S 79°05'29" W	40.59'
L48	S 71°53'25" W	95.46'
L49	S 69°44'36" W	121.95'
L50	N 88°55'51" E	9.20'
L51	S 80°34'01" W	17.52'
L52	N 12°00'00" W	23.00'
L53	S 78°00'00" W	21.42'
L54	N 12°00'00" W	46.71'
L55	S 78°00'00" W	39.17'
L56	S 12°00'00" E	16.00'
L57	S 78°00'00" W	2.83'
L58	S 12°00'00" E	34.01'
L59	S 78°00'20" W	60.18'
L60	S 32°37'29" W	2.91'

### LEGEND

ADJACENT PROPERTY LINE	_____
CITY LIMIT LINE	_____
NEW EASEMENT	_____
EXISTING EASEMENT	_____

### ABBREVIATIONS

(R)	RADIAL
I.E.E.	INGRESS/EGRESS EASEMENT
O.E.E.	OVERHEAD ELECTRICAL EASEMENT
O.R.	OFFICIAL RECORD
S.D.E.	STORM DRAIN EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.L.E.	WATER LINE EASEMENT



**KIER & WRIGHT**  
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 Santa Clara, California 95054 Fax (408) 727-5641  
 www.kierwright.com

## EXHIBIT "B-4"

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 LEVEE IMPROVEMENTS EASEMENT  
 SAN MATEO CALIFORNIA

DATE	JULY, 2019
SCALE	NONE
BY	JF
JOB NO.	A14111-6
SHEET	8 OF 8

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**  
**COYOTE POINT LEVEE IMPROVEMENTS EASEMENT (BURLINGAME)**

An Easement for Levee Improvements situated in the City of Burlingame, County of San Mateo, State of California, and being a portion of the land described in that certain Grant Deed recorded on March 1, 1942 in Book 1010 of Official Records at Page 477, San Mateo County Records, being more particularly described as follows:

Commencing at a common point on the northerly line of Burlingame Avenue and the easterly line of Airport Boulevard, as shown on that certain Map "Anza Airport Park Unit No.1" filed for record on December 8, 1964 in Book 61 of Maps at Pages 20 & 21, San Mateo County Records;

Thence North  $01^{\circ}12'22''$  East, 106.53 feet along said easterly line of Airport Boulevard as shown on said Map and also shown on that certain Record of Survey filed for record on July 28, 1977 in Book 8 of L.L.S. Maps at Pages 89-95, San Mateo County Records, to the True Point of Beginning.

Thence along continuing said easterly line North  $01^{\circ}12'22''$  East, 81.51 feet;

Thence leaving said easterly line and continuing along the exterior lines the following four (4) courses and distances:

1. South  $48^{\circ}49'19''$  East, 6.06 feet;
2. South  $44^{\circ}33'21''$  West, 21.99 feet;
3. South  $12^{\circ}19'42''$  East, 91.74 feet;
4. South  $37^{\circ}53'51''$  East, 75.50 feet to a point on the City Limit Line between the City of Burlingame and the City of San Mateo;

Thence along said City Limit Line South  $80^{\circ}10'40''$  West, 29.85 feet and South  $66^{\circ}33'13''$  West, 8.30 feet;

Thence leaving said City Limit Line along the following two (2) courses and distances:

1. North  $36^{\circ}57'06''$  West, 57.54 feet to the beginning of a tangent curve to the right;
2. Along the arc of said tangent curve to the right, having a radius of 80.00 feet through a central angle of  $38^{\circ}09'28''$  for an arc distance of 53.28 feet to the True Point of Beginning.

Containing 5,602±Sq.Ft., more or less.

As shown on Exhibit "C-1" and "C-2" attached hereto and by this reference made a part hereof.

**Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.**

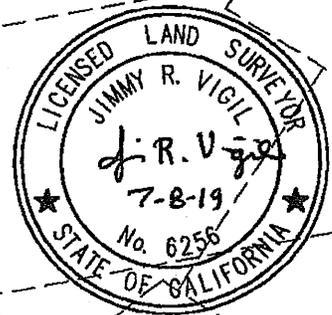
7-8-19  
Date

Jimmy R. Vigil  
Jimmy R. Vigil, LS 6256





APN: 029-321-020  
LANDS OF THE COUNTY OF SAN MATEO



APN: 029-321-030  
LANDS OF  
THE COUNTY OF SAN MATEO

APN: 029-321-060  
LANDS OF COUNTY OF SAN MATEO  
DIRECTOR'S DEED  
(1852 O.R. 599)

AIRPORT BOULEVARD

84.00' R/W  
(61 M.20 & 21)

TRUE POINT  
OF BEGINNING

42.00'

106.53'

POINT OF  
COMMENCEMENT

N 112'22" E

N 112'22" E

81.51'

S 12'19'42" E

N 88'47'38" W (R)

91.74'

APN: 029-321-030  
LANDS OF  
THE COUNTY OF SAN MATEO

EASEMENT  
AREA = 5,602±SQ.FT.

S 57'23'51" E

75.50'

N 36'57'06" W

57.54'

30.00' RIGHT OF WAY  
ABANDONMENT  
(7013 O.R. 2411)

CITY OF BURLINGAME  
CITY OF SAN MATEO

BURLINGAME  
AVENUE

30.00'



**KIER & WRIGHT**  
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Santa Clara, California 95054 Fax (408) 727-5641  
www.kierwright.com

**EXHIBIT "C-1"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
LEVEE IMPROVEMENT EASEMENT

BURLINGAME

CALIFORNIA

DATE	JULY, 2019
SCALE	1" = 30'
BY	JF
JOB NO.	A14111-6
SHEET	3 OF 4



**EXHIBIT "D"**  
**LEGAL DESCRIPTION**  
**POPLAR AVENUE PUMP STATION OUTFALL EASEMENT**

All that certain real property situated in the City of San Mateo, County of San Mateo, State of California, being a portion of the land described in that certain Grant Deed recorded on September 22, 1944 in Book 1142 of Official Records at Page 110, San Mateo County Records, being more particularly described as follows:

Commencing at the southeasterly terminus of that certain course described as "South 42°56'40" East, 179.60 feet" in said Grant Deed;  
(For the purposes of this description being South 41°41'03" East)

Thence along the southwesterly line of said Grant Deed, North 41°41'03" West, 15.93 feet to the True Point of Beginning;

Thence continuing along said line, North 41°41'03" West, 49.10 feet;

Thence leaving said southwesterly line and continuing the following three (3) courses and distances;

1. North 50°24'18" East, 39.75 feet;
2. South 39°46'17" East, 49.00 feet;
3. South 50°18'29" West, 38.11 feet to the True Point of Beginning.

Containing 1,909 ± Square Feet

As shown on EXHIBIT "D-1" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

7-8-19  
Date

Jimmy R. Vigil  
Jimmy R. Vigil, LS 6256



COUNTY OF SAN MATEO  
 (1142 O.R. 110)  
 A.P.N. 033-090-010

CITY OF SAN MATEO  
 (1283 O.R. 90)  
 (1279 O.R. 311, P-2)  
 A.P.N. 033-090-100

ADJACENT PROPERTY LINE  
 (215 O.R. 175)

ADJACENT PROPERTY LINE  
 (215 O.R. 175)

ADJACENT PROPERTY LINE  
 (215 O.R. 175)

(S 47°03'20" W) (568.70')  
 (S 48°19'12" W) 568.73'

TEMPORARY CONSTRUCTION  
 EASEMENT  
 (BY SEPARATE INSTRUMENT)

PUMP STATION  
 OUTFALL EASEMENT  
 1,909 ± Sq.Ft.

64.72' (64.28')  
 S 50°17'22" W  
 (S 49°04'00" W)

N 50°24'18" E  
 39.75'

S 39°46'17" E  
 49.00'

S 50°18'29" W  
 38.11'

106.97'

49.10'

S 41°41'03" E 171.99'  
 (S 42°56'40" E) (179.60')

POINT OF COMMENCEMENT

TRUE POINT OF BEGINNING

(1279 O.R. 311, PARCEL 1)  
 A.P.N. 033-090-100

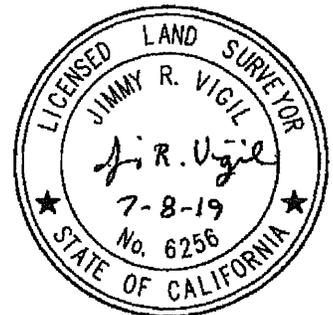
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°41'03" W	15.93'

LEGEND

- PROPERTY LINE \_\_\_\_\_
- ADJACENT PROPERTY LINE \_\_\_\_\_
- EXISTING EASEMENT \_\_\_\_\_
- PROPOSED EASEMENT - - - - -

120.00' P.O.C. & E. EASEMENT  
 (215 O.R. 175)



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 FOR: POPLAR AVENUE PUMP STATION OUTFALL EASEMENT

DATE JULY, 2019

SCALE 1" = 40'

DR. BY JF

JOB A14111-6

SHEET NO.

2 OF 2

SAN MATEO

CALIFORNIA

EXHIBIT "D-1"



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.  
 3350 Scott Boulevard, Building 22 (408) 727 6665  
 Santa Clara, California 95054 fax (408) 727 5641