

RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

CALIFORNIA WATER SERVICE COMPANY
1720 N. First Street
San Jose, CA 95112

The undersigned Grantor declares that the documentary transfer tax due is \$0.00 computed on full value of property conveyed. This is a conveyance of an easement and the consideration and value is \$0.00.

GRANT OF EASEMENT

By this instrument dated, January 1, 2024, the COUNTY OF SAN MATEO a political subdivision of the State of California (“Grantor”) hereby grants to CALIFORNIA WATER SERVICE COMPANY, a California public utility water corporation (“Grantee”), a perpetual, permanent easement to construct, reconstruct, install, operate, use, inspect, maintain, repair, replace, relocate, patrol, test, change the size of, add to, or remove such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants, pipeline markers, and other facilities (“Facilities”) as Grantee deems necessary or convenient in connection with Grantee’s business as a public utility water company and for any other legally permitted purpose for the conveyance, distribution and/or storage of water, together with a right of way for such Facilities and reasonable ingress to and egress from such facilities, upon, across, in, and/or under the lands situated in the County of San Mateo, State of California, described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof (“Easement Area”) as well as the right of ingress and egress to such Easement Area.

Grantee hereby indemnifies, defends, and holds the Grantor, its officers, and employees harmless from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Grant of Easement (“Easement”) or Grantee’s activities authorized under this Easement, brought for, or on account of, any of the following: (a) any condition created by Grantee, its employees, contractors, or agents (collectively, “Grantee parties”) on or about the Easement Area; (b) any act, omission, or negligence of Grantee parties; (c) any accident, injury, or damage whatsoever occurring in, at, or upon either or both of the Easement Area and caused by Grantee parties; (d) any breach by Guarantee of any of its warranties and representations under this Easement; (e) any violation or alleged violation by any Grantee parties of any applicable law; (f) claims for work or labor performed or materials supplies furnished to or at the request of Grantee parties; and (g) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Grantor and/or its officers, agents, employees, or servants. However, Grantee’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage to the extent that the Grantor or Grantor’s employees, officers, or agents have been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of the Grantee to indemnify and save harmless, as set forth hereinabove, shall include the duty to defend as established in Section 2778 of the California Civil Code.

The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "Grantor" shall include all subsequent owners of the land subject to the easement granted hereby. The terms hereof shall run with Grantee's Easement Area. As used herein, the term "Grantee" shall include all subsequent owners of the easement granted hereby.

GRANTOR:

COUNTY OF SAN MATEO
a political subdivision of the State of California

By: _____
Warren Slocum, President
Board of Supervisors

Date: _____

Attest:

Clerk of the Board

Resolution No.: _____

Resolution Date: _____

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
FACILITIES EASEMENT
UNINCORPORATED SAN MATEO COUNTY, CA

A facilities easement, situate in unincorporated San Mateo County, State of California, being a portion of land described in "Order of Condemnation", recorded in the Office of the County Recorder of San Mateo County on January 18, 1950 in Volume 1783 of Official Records at Page 322, as shown on Exhibit "B" made a part hereof, said easement more particularly described as follows:

Beginning at the Westerly terminus of course described as "North 69°10' West 38.09 feet" in said order of condemnation; thence along the Southerly line of said order of condemnation South 69°10'00" East, 26.81 feet; thence leaving last said line along the following three (3) courses:

- 1.) South 44°18'58" West, 18.44 feet
- 2.) South 70°22'23" West, 6.85 feet
- 3.) North 47°12'32" West, 25.84 feet to last said southerly line.

Thence along last said line North 60°33'30" East, 15.20 feet to the **Point of Beginning**.

Basis of Bearings

The bearing North 69°10' West as described in "Order of Condemnation", recorded in the Office of the County Recorder of San Mateo County on January 18, 1950 in Volume 1783 of Official Records at Page 322, is the basis of all bearings in this description.

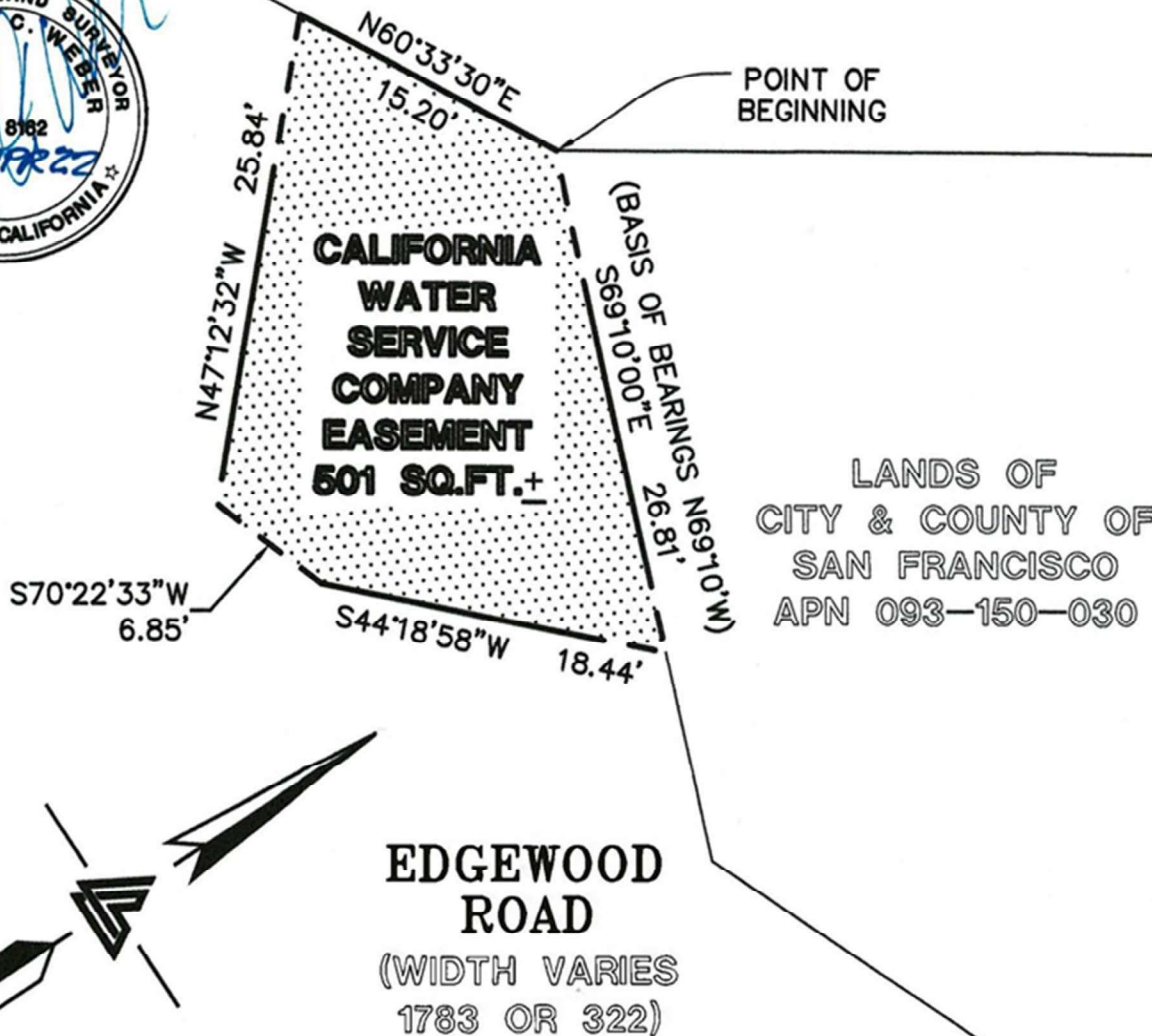
Containing 501 square feet, more or less.

END OF DESCRIPTION

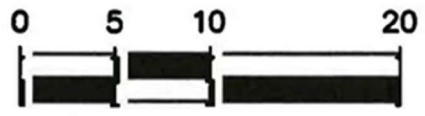
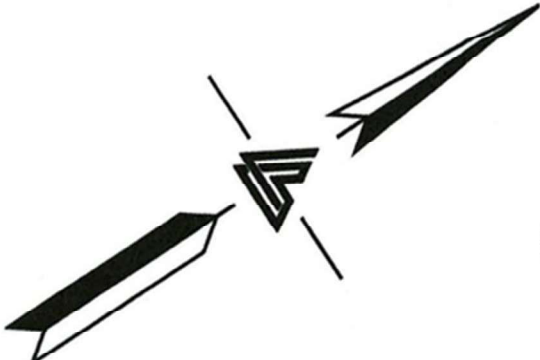




EDMONDS ROAD
(40 FEET WIDE 88 OR 17)



LANDS OF
CITY & COUNTY OF
SAN FRANCISCO
APN 093-150-030



SCALE: 1" = 10'

BASIS OF BEARING

THE BEARING OF NORTH 69°10'00" WEST
AS DESCRIBED IN
"ORDER OF CONDEMNATION"
FILED AT SAN MATEO COUNTY RECORDS IN
VOLUME 1783 OFFICIAL RECORDS PAGE 322
AND IS THE BASIS OF ALL BEARINGS SHOWN
UPON THIS MAP.



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS * LAND SURVEYORS
BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(P) (510) 887-4086
(F) (510) 887-3019
WWW.LEABRAZE.COM
SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916) 966-1338
(F) (916) 797-7363

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION FOR
FACILITIES EASEMENT
152 EDMONDS ROAD,
REDWOOD CITY, CALIFORNIA
SAN MATEO COUNTY

SCALE: 1" = 10'