

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF  
SAN MATEO FOR THE ACQUISITION AND CONVEYANCE OF PROPERTY  
RIGHTS IN SUPPORT OF CITY OF SAN MATEO'S UNDERGROUND FLOW  
EQUALIZATION SYSTEM PROJECT**

This Agreement is entered into on \_\_\_\_\_, \_\_\_\_\_, between the City of San Mateo, a municipal corporation ("City"), and the County of San Mateo, a political subdivision of the State of California ("County"). The parties hereto shall be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS:**

WHEREAS, City is undertaking a project referred to as the "Underground Flow Equalization System" project (the "Project") that involves the construction of an underground wastewater holding structure and related facilities to increase the capacity of the City's sewer system and prevent sanitary sewer overflows;

WHEREAS, County owns certain real property situated in the County of San Mateo, State of California, at 2495 South Delaware Street, (APN:040-030-220) (the "Property"), on which the San Mateo County Event Center ("Event Center") operates an active fairgrounds and events facility;

WHEREAS, County and City entered into that certain Option Agreement for Purchase of Easement dated September 26, 2017 ("Option Agreement"), whereby County granted, and City purchased, an option to purchase a permanent easement on the Property in support of the Project subject to subsequent agreement among the Parties on certain issues including valuation and documentation of the easement;

WHEREAS, in support of the Project, City now desires to acquire, and County is willing to convey to City, pursuant to the terms and conditions specified herein, an easement for the construction, operation, and maintenance of a below-ground wastewater holding structure and related surface and sub-surface appurtenances on the Property, as more particularly identified and described herein; and

WHEREAS, City also desires, and County is also willing to grant, certain temporary rights to use identified portions of the Property for temporary access, construction, staging, and other approved activities necessary for the Project as more particularly described herein; and

WHEREAS, City and County acknowledge and agree that the property being transferred by and between County and City is for public purpose and is necessary for the construction, operation, and maintenance of the Project improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the parties, City and County agree as follows:

## A G R E E M E N T:

1. Grant of Permanent Easement. In consideration of the terms and conditions set forth in this Agreement, County hereby agrees to grant to City an easement for the construction, operation and maintenance of a below-ground wastewater storage basin and minor appurtenances (the “Easement”), as more particularly identified and described in the form of Easement Deed and Agreement, attached hereto as **Exhibit A** (“Easement Deed”), incorporated herein by reference. The physical area described in Exhibit A subject to the Easement shall be referred to as the “Easement Area.” It is agreed and confirmed by the Parties hereto that notwithstanding other provisions on this Agreement, the right of possession and use of the Easement shall commence on April 13, 2020.

2. Easement Purchase Price. In consideration of the Easement granted to City, City shall pay to County a total of \$5,092,000 [Five Million Ninety-Two Thousand Dollars], which reflects the agreed-upon purchase price of \$5,192,000 for the Easement less \$100,000, paid by the City for the option to purchase the Easement in accordance with the Option Agreement. Said payment shall be made to County prior to the recordation of the Easement Deed.

3. Permit. County agrees to permit City to use certain portions of the Property, as further identified and described herein (“Premises”), on a temporary basis for access and related construction activities necessary for the Project. The Parties agree that City’s use of the Property pursuant to this Section 3 shall commence upon April 13, 2020, and shall be subject to all terms and conditions described in the “Permit Terms and Conditions” attached hereto as **Exhibit B** and incorporated herein by this reference.

4. Permit Purchase Price. In consideration of the temporary rights granted to City pursuant to Section 3 hereof, City shall pay to County a total of \$ 2,308,000 [Two Million Three Hundred and Eight Thousand Dollars]. Said payment shall be made to County prior to the City’s exercise of any rights granted pursuant to Section 3 hereof.

5. Fees, Charges and Costs. City shall pay any and all recording fees or related filing fees arising out of this transaction.

6. Required Improvements. Prior to the expiration of the Term of the Permit, as defined in Exhibit B, City must install, at its sole cost and expense, the following improvements on the Property as more particularly described in the “Project Site Plans” attached hereto as **Exhibit C**:

- (a) Eight-foot high CMU wall on Saratoga Drive and along Bay Meadows Park as further described and depicted in Exhibit C;
- (b) Landscaping on the Saratoga side of the Easement Area and on the Bay Meadows Park side of the Easement Area, as further described and depicted in Exhibit C;
- (c) Chain link fence and gate along the Event Center driveway, as further described and

depicted in Exhibit C;

(d) Porous concrete paving over the Easement Area, as further described and depicted in Exhibit C. City shall provide County reasonable notice, but in any event no less than six months' notice, prior to the installation of said concrete paving so that the Event Center has sufficient time to install underground utility connections prior to the City's paving of the area;

(e) Following City's construction activities, replacement asphalt pavement for all areas of the Premises and the Permit areas described in Exhibit B of a condition equal to that of the most recent parking lot pavement project performed by the County on the Property;

(f) A finished sidewalk southeast of the Event Center's Saratoga main entrance driveway and a 25-foot wide automatic gate on Saratoga Avenue, as depicted in Exhibit C. Notwithstanding any other provision herein, the County shall reimburse City for the actual materials and construction costs for the installation of the sidewalk and upgrades to the gate, not to exceed \$44,000.

7. Meet and Confer Process. County and City acknowledge that the City's construction and related activities on the Property authorized hereunder are situated in and around an active event center and fairgrounds open to the public. City agrees to take all reasonable measures to prevent, or minimize as the case may be, potential impact on Event Center operations. In no event may any activities by City interrupt or deny access to the Property by Event Center patrons via Saratoga Avenue. In the event that City's activities on either the Easement Area or the Premises may impact ingress or egress to the Property by Event Center patrons, City shall submit traffic control plans, in writing, for County's prior approval. To the extent that any conflicts arise between City and County regarding said traffic plans, or in the event of any conflicts generally concerning City's work in connection with the Project and the Event Center's operations, County and City agree to meet and confer to resolve such issues as set forth in this paragraph. County appoints the CEO of the Event Center or designee, and City appoints the Director of Public Works for the City of San Mateo or designee, as their respective representatives for issue resolution. Either party shall notify the other party by 48-hour telephone notice or by 3-day written notice, excluding weekends and official County holidays, whenever a party desires to meet and confer. The other party shall participate in a conference call or attend a meeting at a mutually agreed upon place, date, and time to resolve any such conflict. The parties may agree at said meeting to engage in further meetings or engage in non-binding arbitration or mediation proceedings with an arbitrator/mediator agreed to by the parties. The parties agree to use this procedure before instituting any legal action which pertains to this Agreement.

8. Blackout Dates. City agrees that no construction or related activities may be performed or conducted in or around the Easement Area or Premises on the days on which the Event Center hosts certain key events on the Property ("Blackout Dates"). The list of said Blackout Dates for the period 2019 through 2021 is attached hereto as **Exhibit D** and incorporated herein by this reference. The applicable list of Blackout Dates for subsequent years will be sent to City no later than six months prior to January 1 of the applicable year. In addition, the Event Center may identify up to twenty (20) additional Blackout Dates per calendar

year with no less than thirty (30) days' notice to City for any such additional Blackout Date. Notwithstanding the foregoing, at City's request, County may approve, in its sole discretion, certain construction or related activities by City during a given Blackout Date. Any such approval must be communicated to City in writing by the San Mateo County Event Center CEO.

9. Noise and Other Complaint Process. Prior to the commencement of any construction activities authorized hereunder, City shall designate a process, including a dedicated phone number capable of taking messages, by which nearby residents or other interested parties may submit complaints to the City regarding noise or other disruptions or concerns related to the Project. Said process shall include a timeframe for City responses to such complaints and a designated location or website where City shall make responses available for public viewing.

10. Integration. This Agreement, including attachments, constitutes the entire agreement between the parties, and neither party relies upon any warrants or representation not contained herein. This Agreement supersedes the Option Agreement on all matters addressed herein.

11. Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to abide by the terms and conditions of this Agreement.

12. Binding on Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on the parties to this Agreement and their respective heirs, executors, administrators, assigns and successors.

13. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

14. Governing Law and Venue. This Agreement shall be governed by the construed in accordance with the laws of the State of California. In the event of litigation, venue will be in the County of San Mateo, California.

15. Approval. Each party understands that this Agreement is subject to approval each party's respective governing body and this Agreement shall have no force or effect unless and until such approval has been obtained.

16. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one contract.

17. Notices. Any notice or document required or permitted to be delivered by either party shall be in writing and shall be deemed to be given on the date received either physically, by mail, or by e-mail as an attachment. Notwithstanding the foregoing, any notice expressly required by the terms of this Agreement may not be provided by e-mail alone. The address of the parties shall for all purposes be the following, unless otherwise changed by the party by notice to the other as provided in this paragraph:

TO CITY: City of San Mateo  
Attn: Drew Corbett, City Manager  
330 West 20<sup>th</sup> Avenue  
San Mateo, CA 94403  
Email: dcorbett@cityofsanmateo.org

TO COUNTY: County of San Mateo  
Attn: Real Property Manager  
555 County Center, 4th Fl.  
Redwood City, CA 94063  
E-mail: dgrady@smcgov.org

WITH A COPY TO: Dana Stoehr, CEO  
San Mateo County Event Center  
2495 S. Delaware Street  
San Mateo, CA 94403  
E-mail: dstoehr@smceec.co

18. Time. Time is of the essence of every provision of this Agreement.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives to be effective on the date first above written.

**COUNTY OF SAN MATEO:**

By: CAROLE GROOM, PRESIDENT OF THE BOARD OF SUPERVISORS

Signature: \_\_\_\_\_

Name: Carole Groom

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**CITY OF SAN MATEO**

By: MAYOR JOSEPH GOETHALS

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Patrice M. Olds, City Clerk

Approved as to Form:

\_\_\_\_\_  
Cao Arellano, Assistant City Attorney

# Exhibit A

## Easement Deed

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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[Space Above For Recorder's Use Only]

Recording Fee: Exempt pursuant to California  
Government Code Section 27383

### EASEMENT DEED AND AGREEMENT FOR THE UNDERGROUND FLOW EQUALIZATION SYSTEM PROJECT

THIS EASEMENT DEED and AGREEMENT for the UNDERGROUND FLOW EQUALIZATION SYSTEM PROJECT (the "Easement Deed") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Grantor" or "County") 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, at 2495 South Delaware Street, APN 040-030-220, (the "Grantor's Land"), on which the San Mateo County Event Center ("Event Center") operates an active fairgrounds and events facility.

B. Pursuant to that certain Agreement Between the County of San Mateo and the City of San Mateo for the Acquisition and Conveyance of Property Rights in Support of City of San Mateo's Underground Flow Equalization System Project, dated as of \_\_\_\_\_ ("Agreement"), Grantee is acquiring the easement, as described in **Exhibit A-1**, attached hereto and incorporated herein by this reference.

#### 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 Recital Paragraph B for the purposes of constructing, operating, inspecting, repairing, replacing, and maintaining a sub-surface wastewater holding structure, as well as the surface and sub-surface appurtenances depicted in the site plan for the Underground Flow Equalization System Project, attached hereto as **Exhibit A-2** "Project Site Plan" (collectively "Easement"). The Easement granted herein shall be deemed to include such incidental rights as are reasonably necessary to use the Easement for the purposes provided herein. The areas described in Attachment Exhibit A-1 shall be referred to as the "Easement Area." 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. In the exercise of the rights granted hereunder, Grantee shall take all reasonable measures to minimize any impact on Event Center and/or County operations on Grantor's Land.

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, except as otherwise provided in Section 4 Maintenance. Grantee accepts the Easement Area in its "AS IS" condition without any representation or warranty of any kind from Grantor. Grantee 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 Area, any improvements in, on, or across the Easement, or any other condition of the Easement Area 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 Easement. Grantee shall defend, save harmless and indemnify Grantor, its officers, employees, and agents, including the San Mateo County Event Center, 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 Easement 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 Easement, including, but not limited to, claims arising out of an alleged failure or discharge of the wastewater holding structure. 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 Area by Grantor. Grantor may use the Easement Area in any manner that does not materially impede Grantee's use of the Easement Area or compromise any improvements constructed by Grantee therein, including but not limited to parking or storage of vehicles or containers exceeding H-20 loading. The Easement is subject to all rights, encumbrances, and other matters of record or of which Grantee has notice prior to the date this Easement Deed is recorded, including specifically the permit to use the cell facility located adjacent to the Easement Area.

4. Maintenance. Grantee shall inspect, operate, maintain, and repair the Easement Area and any and all improvements made pursuant to the Agreement or this Easement Deed, on, over, or across the Easement Area installed by Grantee, with the exception of the following, which shall be maintained by Grantor upon completion of installation: concrete masonry unit wall, motorized entrance gate on Saratoga Avenue, sidewalk, chain link fence, and those lighting facilities used by Grantor. Grantee shall maintain the Easement Area, together with any improvements constructed or installed by Grantee or associated with Grantee's use of the Easement Area, in a safe and sanitary condition consistent with the uses authorized hereunder. The operation and maintenance of any such improvements and of the Easement Area 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 Area, in accordance with Section 10 hereof. Grantee shall perform all work for the activities described in this Easement Deed, including the construction or installation of any improvements, in a good and workmanlike manner and in accordance with all applicable legal, governmental, and industry standards. Grantee shall be responsible for all local drainage inspections and maintenance. Grantee shall be responsible for any and all stormwater management for the Easement Area or

otherwise in connection with any and all improvements on, over, or across the Easement Area. Any access by Grantee to perform maintenance or other work on improvements shall require reasonable notice and good faith coordination with Grantor or designee and if necessary, a plan to redirect/reroute Event Center traffic or other activities as well as reimbursement for any and all expenses, costs, and/or lost revenues caused to Event Center or County by such access. 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 Easement Area or otherwise authorized by this Easement 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 Area.

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, including the San Mateo County Event Center (collectively, "Indemnitees"), 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 Area 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 Easement 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 Area 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 Area, Grantor's Land, any improvements, or into the environment; except solely to the extent of Claims resulting directly from the gross 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 Indemnities 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 Easement 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 6. Grantor may increase the minimum limits of coverage if such increase is warranted, in Grantor's sole discretion.

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 Easement Deed, before commencing any work hereunder, and upon written request by Grantor, within thirty (30) days of the commencement of each year thereafter, Grantee 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, including the San Mateo County Event Center, 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. Repair of Damage. Grantee shall be responsible for any damage to Grantor's property or property of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence, the development of a sinkhole or other settling, and any consequential or incidental damages (including, but not limited to, lost profits) resulting therefrom. If any portion of the Easement Area or any property of the Grantor, or its agents or contractors, located on or about the Easement Area is damaged or threatened by any of the activities conducted by Grantee, or anyone acting by or through Grantee, pursuant to the rights granted herein, Grantee shall immediately notify Grantor of such damage or threat. Grantor may, but shall not be obligated to, remedy such damage or threat at Grantee's sole cost, or Grantor may elect to witness Grantee's repair work. Subject to Grantor's inspection, review, and approval, Grantee shall promptly repair and restore to its condition prior to the work by Grantee any of Grantor's property, including, but not limited to, roads, utilities (surface and sub-surface), buildings, fences, other improvements, or surfaces that may be altered, damaged, or destroyed in connection with the exercise of the rights granted herein. Grantor has no responsibility or liability of any kind with respect to any utilities that may be on, in, around, or under the Easement Area. Grantee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Grantee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities permitted hereunder; provided, Grantee shall obtain Grantor's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area or the Event Center.

9. 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 Area or against any of Grantor's Land as a result of the easement herein granted, including possessory interests and Grantee's proportionate share of any applicable special assessments levied against Grantor's Land. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's Land.

10. Notice. Any notice given under this Easement Deed 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:

Real Property Manager  
County of San Mateo  
455 County Center, 4th Floor  
Redwood City, CA 94063

With a copy to:

Chief Executive Officer  
San Mateo County Event Center  
2495 S. Delaware Street  
San Mateo, CA 94403

To Grantee:

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

11. 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.

13. Severability. If any provision of this Easement Deed is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement 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.

14. Entire Agreement. This Easement 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 Easement 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.

15. 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.

16. 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:

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ATTEST:

---

Clerk of the Board of Supervisors

**GRANTEE:**

CITY OF SAN MATEO

By:

---

Drew Corbett  
City Manager

ATTEST:

---

Patrice Olds  
City Clerk

APPROVED AS TO FORM:

---

Caio Arellano  
Assistant City Attorney

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**  
**PERMANENT EASEMENT AREA**

BEING REAL PROPERTY SITUATE IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PARCEL DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 26, 1956 IN BOOK 2992 AT PAGE 506 OF SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHERLY CORNER OF LOT A, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD AUGUST 25, 2010 IN BOOK 137 OF MAPS, PAGE 37, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF SARATOGA DRIVE;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT A THE FOLLOWING TWO (2) COURSES:

1) SOUTH 56° 52' 35" WEST, 165.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, WHOSE CENTER POINT BEARS SOUTH 01° 32' 14" EAST, AND

2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 15' 05", AN ARC DISTANCE OF 238.58 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1) NORTH 00° 24' 43" EAST, 34.27 FEET,

2) SOUTH 87° 04' 34" EAST, 49.92 FEET,

3) NORTH 00° 59' 45" EAST, 197.51 FEET,

4) NORTH 33° 38' 35" WEST, 135.68 FEET,

5) NORTH 61° 17' 35" EAST, 35.61 FEET TO SAID SOUTHWESTERLY LINE OF SARATOGA DRIVE;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 54° 33' 25" EAST, 381.74 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 88,607 SQUARE FEET OR 2.0341 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RODNEY A. STEWART II P.L.S. 9225



9/13/19  
DATE



9/13/19

2992-O.R.-506

N61°17'35"E 35.61'

SARATOGA DRIVE

N33°38'35"E 135.68'

S54°33'25"E 381.74'

N0°59'45"E 197.51'

PERMANENT EASEMENT  
AREA  
AREA= 88,607± S.F.  
OR 2.0341± AC.

P.O.B.

S56°52'35"W 165.68'

R=675.00'  
D=20°15'05"  
L=238.58'

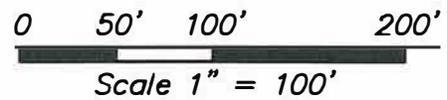
S1°32'14"E (R)

LOT A  
137-M-37

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N0°24'43"E  | 34.27' |
| L2         | S87°47'34"W | 49.92' |

### LEGEND

- PROPERTY LINE
- - - - - EASEMENT LINE
- M MAPS
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.F. SQUARE FEET
- AC. ACRES



3350 Scott Boulevard, Building 22 Phone: (408) 727-6665  
Santa Clara, California 95054 www.kierwright.com

## EXHIBIT "A-1" PERMANENT EASEMENT AREA

SAN MATEO, CALIFORNIA

|         |             |
|---------|-------------|
| DATE    | SEPT., 2019 |
| SCALE   | 1" = 100'   |
| BY      | AGR         |
| JOB NO. | A17535      |
| SHEET   | 1 OF 1      |

# EXHIBIT "A-2" - PROJECT SITE PLANS

DWG FILE: C:\pwworkdir\0450145\SUP\_SMCWP\_SAT03\_SAT-3-013-L-2100.dwg

PLOT DATE: Wednesday, March 13, 2019 12:54:52 PM

BY: RADFORD, SCOTT



PLAN  
SCALE: 1"=20'

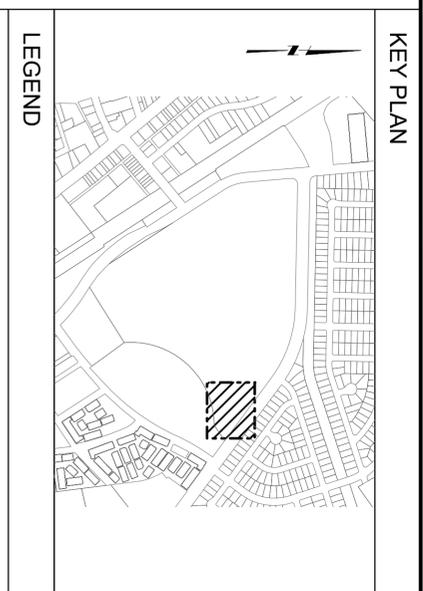
HORIZONTAL SCALE:  
SCALE IN FEET  
0 20 40

### PLANT SCHEDULE TANK SITE

| TREES  | BOTANICAL / COMMON NAME                               | CONT.   | QTY |
|--------|---|---------|-----|
|        | ARGENTUS MENZIESII / PACIFIC MADRONE                  | 7-8' HT | 1   |
|        | MULTI TRUNK   |         |     |
| SHRUBS | BOTANICAL / COMMON NAME                               | SIZE    | QTY |
|        | ESCALLONIA X EXOISIS 'FRADESII' / FRADESII ESCALLONIA | 5 GAL   | 238 |

### PLANT SCHEDULE BAY MEADOWS PARK

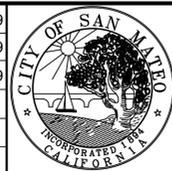
| TREES | BOTANICAL / COMMON NAME                | CONT.   | QTY |
|-------|--|---------|-----|
|       | PINUS CANARIENSIS / CANARY ISLAND PINE | 24" BOX | 9   |



### LEGEND

|                  |                  |
|------------------|------------------|
| [Hatched Box]    | NO PARKING AREA  |
| [Dotted Box]     | POROUS CONCRETE  |
| [Solid Grey Box] | ASPHALT PAVEMENT |

|                    |                |
|--------------------|----------------|
| DESIGNED BY: SWR   | DATE: 11/14/19 |
| DRAWN BY: SWR      | DATE: 11/14/19 |
| QC CHECKED BY: XXX | DATE: 11/14/19 |
| PROJECT No. 46S003 |                |
| SCALE: AS SHOWN    |                |
| SUBMITTAL: 100%    |                |



LANDSCAPE  
UFES PROJECT SITE PLAN  
UFES PACKAGE  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV. NO. | DESCRIPTION | BY | DATE |
|----------|-------------|----|------|
|          |             |    |      |
|          |             |    |      |

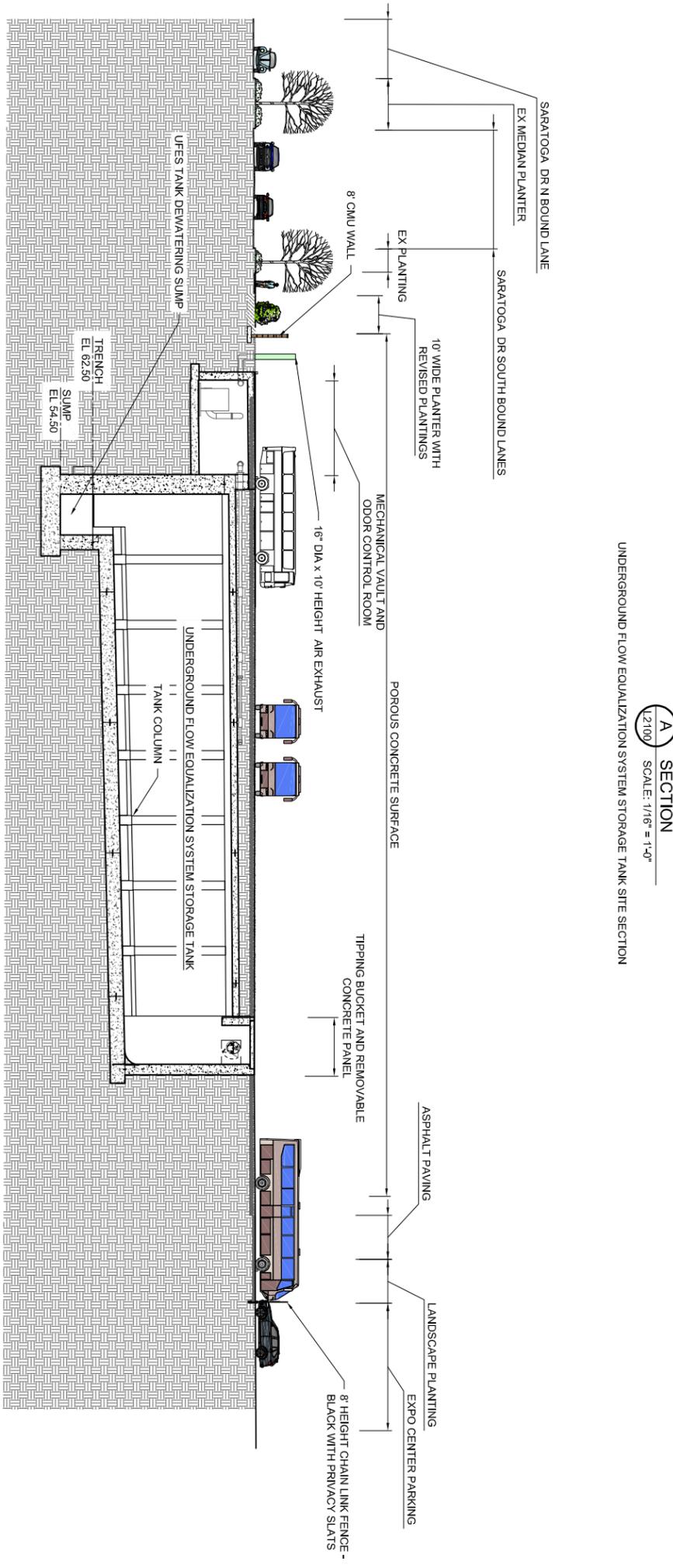
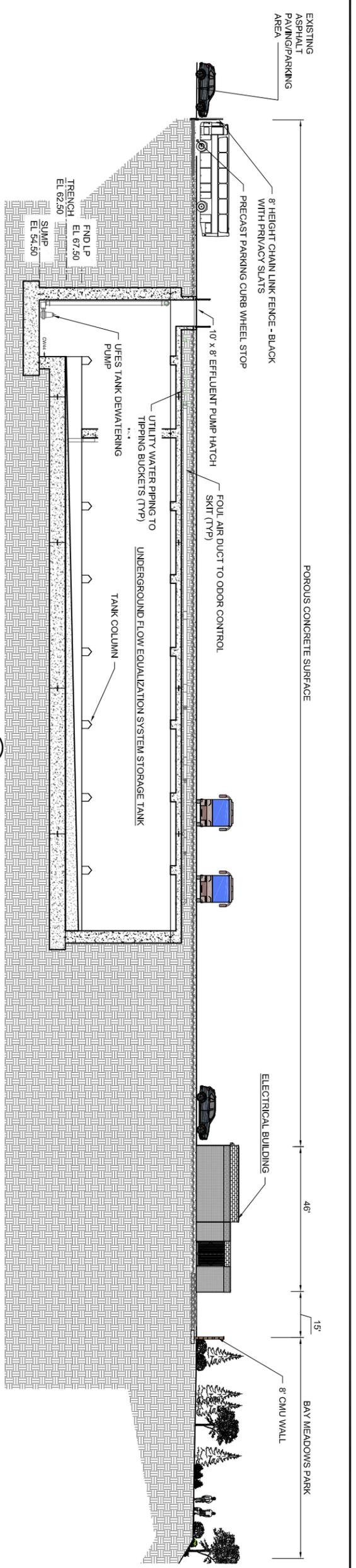
SHEET X OF 165

# EXHIBIT "A-2" - PROJECT SITE PLANS

DWG FILE: C:\pwworkdir\0450145\SUP\_SMCWP\_SAT03\_SITESECTIONS.dwg

PLOT DATE: Wednesday, March 13, 2019 12:54:52 PM

BY: RADFORD, SCOTT



WARNING  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

|                    |               |
|--------------------|---------------|
| DESIGNED BY: SR    | DATE: 4/12/19 |
| DRAWN BY: SR       | DATE: 4/12/19 |
| QC CHECKED BY:     | DATE:         |
| PROJECT No: 46S003 |               |
| SCALE: NO SCALE    |               |
| SUBMITAL: 100%     |               |



LANDSCAPE  
SITE SECTIONS/ELEVATIONS  
UFES PACKAGE  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV NO. | DESCRIPTION | BY | DATE |
|---------|-------------|----|------|
|         |             |    |      |
|         |             |    |      |
|         |             |    |      |

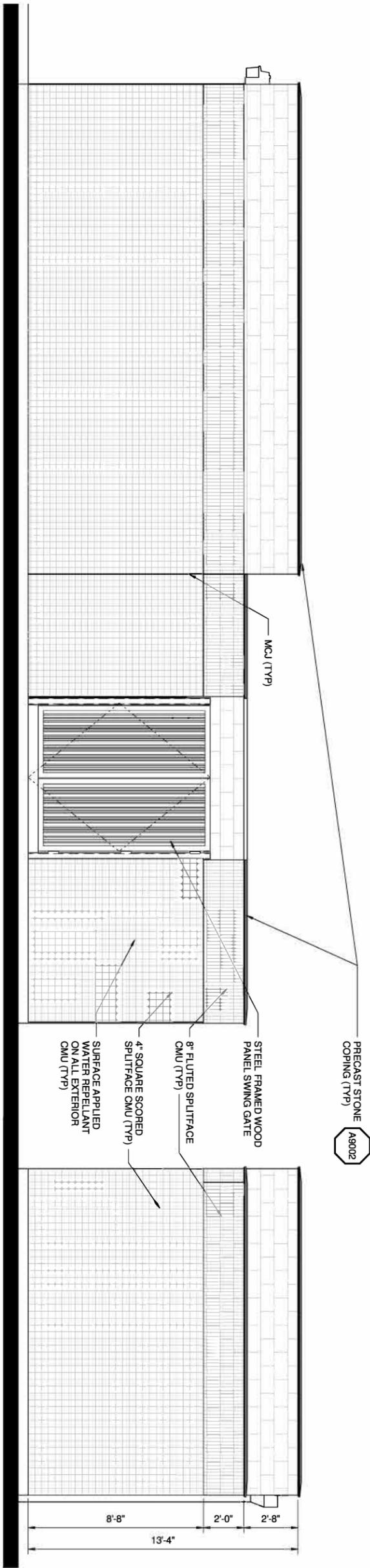
SHEET XX OF XX

# EXHIBIT "A-2" - PROJECT SITE PLANS

B:\d0309161\SMCWP-A-ZSPN03.rvt

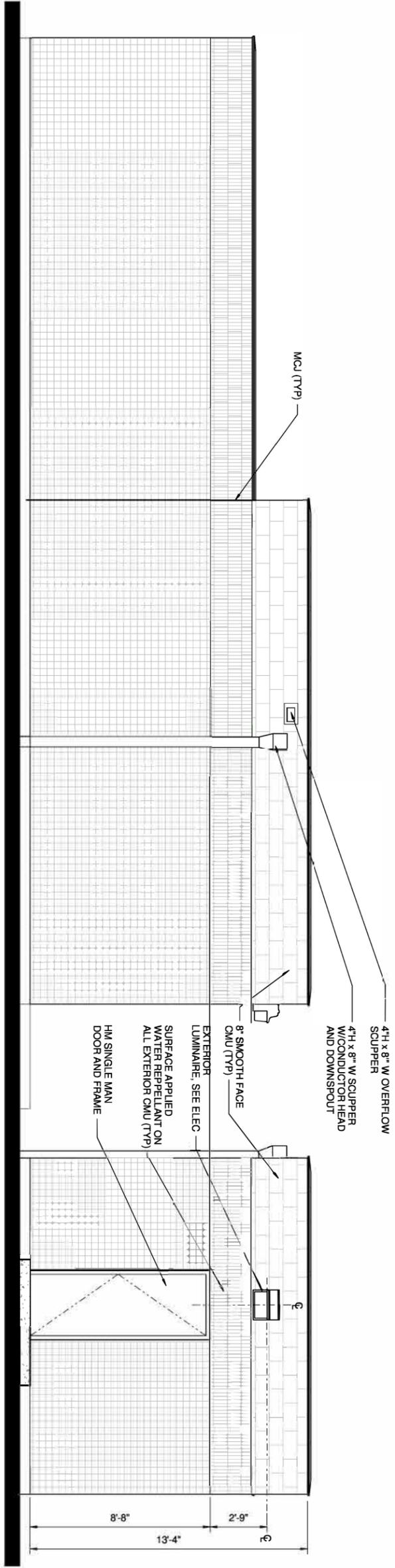
USER : EN

DATE : 8/19/2019 11:53:13 AM



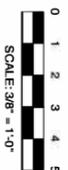
**SOUTH ELEVATION**  
SCALE: 3/8" = 1'-0"

**EAST ELEVATION**  
SCALE: 3/8" = 1'-0"

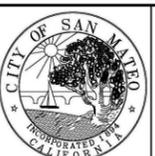


**NORTH ELEVATION**  
SCALE: 3/8" = 1'-0"

**WEST ELEVATION**  
SCALE: 3/8" = 1'-0"



|                        |                |
|------------------------|----------------|
| DESIGNED BY: EN        | DATE: 08/10/18 |
| DRAWN BY: EN           | DATE: 08/10/18 |
| QC CHECKED BY: EM      | DATE: 08/10/18 |
| PROJECT NO: 46S003     |                |
| SCALE: 3/8" = 1'-0"    |                |
| SUBMITTAL: 100% DESIGN |                |



**ARCHITECTURAL  
ELECTRICAL BUILDING  
EXTERIOR ELEVATIONS**

**UFES PACKAGE**  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV. NO. | DESCRIPTION | BY | DATE |
|----------|-------------|----|------|
|          |             |    |      |
|          |             |    |      |
|          |             |    |      |

## Exhibit B

### **Permit Terms and Conditions**

The Parties agree that the City's temporary use of certain portions of the Property to support the Project shall be governed by and subject to the following terms:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms in this Permit Terms and Conditions shall have the same meaning as defined in the Agreement Between the County of San Mateo and the City of San Mateo for the Acquisition and Conveyance of Property Rights in Support of City of San Mateo's Underground Flow Equalization System Project executed in connection herewith.
2. **Premises.** City's temporary use of the Property is limited to those areas identified in the attached **Exhibit B-1**, incorporated herein by this reference ("Premises").
3. **Use.** City's use of the Premises shall be limited to the activities identified in section 3 of the Agreement. City shall not use or permit the Premises to be used for any purpose or use other than as described herein without the prior written consent of County. City shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. City shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall City cause, maintain or permit any nuisance in, on or about the Premises. City shall not commit or suffer to be committed any waste in or upon the Premises.
4. **Term.** City shall be permitted to use the Premises for the period commencing April 13, 2020 and terminating April 13, 2023 ("Term"). The County may, upon request of the City, approve an extension of the Term for up to six months. The price of any such extension shall be calculated pro-rata on a weekly basis and based on the length of the extension and the Permit Purchase Price. Any such request and/or approval must be delivered in writing.
5. **"As Is" Condition.** County agrees to deliver Premises free from any physical obstruction. City accepts the Premises in its "AS IS" condition without any representation or warranty of any kind from County. City 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 Premises, any improvements in or on the Premises, or any other condition of the Premises that may affect City's activities thereon.
6. **City Improvements.** City may construct and install any temporary improvements on the Premises as described in Exhibit C. Any other improvements may not be constructed or installed without express written approval of County.
7. **Repair of Damage.** Any and all work performed by City as authorized herein shall be done in a good and workmanlike manner and performed in accordance with any and all applicable federal, state, and local law. City shall be solely responsible for securing any and all

necessary licenses, permits, and approvals. Any approvals by County made pursuant to the terms of this Agreement or the Easement Deed, are approvals by the County as the Property owner, and shall not be construed to be approvals of any licenses or permits required pursuant to this section. Any existing structures, improvements, or other facilities, inclusive of any fences, pavement, poles or chains, that are damaged or removed by City shall be reconstructed, replaced, or repaired to a similar or better condition to the one existing prior to construction of the Project.

8. Uninterrupted Utilities. City warrants that none of its activities authorized hereunder will disrupt, terminate, or otherwise affect uninterrupted utility service to the Property and Event Center Operations.

9. Portable Restrooms. To accommodate City's construction activities, the Event Center shall relocate the parking trailer currently located within the Easement Area, City agrees to reimburse the Event Center for such costs. City further agrees to provide appropriate and accessible portable restroom facilities to the personnel who staff the relocated parking trailer until it can be restored to its current location.

10. Construction Meetings. For the duration of the Project, City shall host regular meetings at a time to be set by City, but in no event less frequently than every two weeks, at which City shall provide County or its designee with City's planned construction-related activities in and around the Property for the ensuing two-week period ("Two Week Plan") as well as updates on City's planned activities beyond the next two-week period and any other updates or information about the Project material to the terms of this Agreement. Any changes to a Two-Week Plan after it has been provided to the County at said meeting must be approved by the County or its designee.

11. Truck Routing. City is permitted to use a portion of the Premises for truck routing as approved by County. The portion of the Premises to be used for truck routing shall be separated from portions of the Property used by Event Center patrons by movable barriers that may be removed during Blackout Dates and other periods when the truck route is not in use by City. City agrees to coordinate in good faith with the Event Center CEO or her designee to permit Event Center patrons to safely cross the truck route and any applicable barrier as necessary for Event Center operations or pursuant to any parking or access agreement. Use of the identified portion of the Premises by City for truck routing shall be limited to times when its use shall not impact Event Center operations. The Event Center shall make every effort to provide as much unrestricted access for truck routing as possible. Conflicts shall be addressed through the meet and confer process outlined herein.

12. Hold Harmless and Indemnity. City shall indemnify, defend, reimburse, and hold harmless County, its officers, agents, employees, and contractors, including the San Mateo County Event Center (collectively, "Indemnitees"), 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 Premises whether such injury, death, damage, or destruction is caused by the person or property of City, 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 hereunder, (b) any failure by City to faithfully observe or perform any of the terms, covenants, or conditions of this Permit Terms and Conditions, (c) the use of the Premises or any activities conducted in, on, or about the Property by City, its Agents, or Invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by City, its Agents, or Invitees, on, in, under, or about the Premises, Property, any improvements, or into the environment; except solely to the extent of Claims resulting directly from the negligence or willful misconduct of County, its Agents or Invitees, in which case County shall indemnify City, its officers, employees, and agents for such Claims. In addition to City’s obligation to indemnify County, City specifically acknowledges and agrees that it has an immediate and independent obligation to defend Indemnities 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 City by County 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. City’s obligations under this paragraph shall survive the expiration or other termination of this Permit Terms and Conditions.

13. Hazardous Materials. City covenants and agrees that neither City, 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 Premises or Property. City shall give immediate written notice to County 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 City with respect to the presence or release or suspected presence or release of hazardous material on or about the Premises or Property, or the migration thereof from or to other adjacent County property; (b) all demands or claims made or threatened by any third party against City relating to any loss or injury resulting from any hazardous materials on or about the Premises or Property; (c) any release of hazardous material on or about the Premises or Property due to the rights granted herein that may require any investigation or remediation; and (d) all matters of which City is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code. Nothing in the foregoing paragraph shall preclude City from using materials necessary to exercise City’s rights to the Premises granted herein so long as any such hazardous materials are used, stored, and disposed of in strict accordance with any and all applicable law. City shall be responsible for all costs and efforts associated with investigating and remediating any environmental contamination whatsoever caused by City on or about the Premises.

14. Taxes, Fees, and Liens. City alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against City’s interest in the Premises or against any the Property as a result of the rights herein granted. City shall not cause liens of any kind to be placed against the Premises or Property.

15. Insurance. City shall obtain at its sole expense, and furnish evidence to County

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 until the completion of construction of the Project. Said insurance amounts are minimum requirements only, and if City has other insurance coverage against a loss arising from City's activities or work authorized hereunder, said policies must also comply with the provisions of this Section 15.

City shall have the right to self-insure with respect to any of the insurance requirements required under this Permit Terms and Conditions, to the extent permitted by applicable law. In the event that City elects to self-insure with respect to any of the insurance requirements required under this Permit Terms and Conditions, before commencing any work hereunder, and upon written request by County, within thirty (30) days of the commencement of each year thereafter, City shall submit to County a certificate of self-insurance signed by a duly authorized representative of City, such certificate evidencing that City'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 Permit Terms and Conditions. If City elects to self-insure, City shall give County prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, City is also responsible for causing any contractors, subcontractors and/or agents to maintain commercially reasonable insurance coverages and coverage limits as required under this Permit Terms and Conditions in amounts no less than as described in City's "Insurance Requirements for Construction Contracts" dated 9/17.

City shall furnish County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

County, its officers, agents and employees, including the San Mateo County Event Center, 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 County shall be the primary insurance to the full limits of liability of the policy. If County has other insurance coverage against a loss covered by the coverage that City and/or its contractor is required to have, such other insurance coverage of County shall be excess insurance only.

**EXHIBIT "B-1"**  
**LEGAL DESCRIPTION**  
**PERMIT AREA #1**

BEING REAL PROPERTY SITUATE IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PARCEL DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 26, 1956 IN BOOK 2992 AT PAGE 506 OF SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHERLY CORNER OF LOT A, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD AUGUST 25, 2010 IN BOOK 137 OF MAPS, PAGE 37, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF SARATOGA DRIVE;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 54° 33' 25" WEST, 381.74 FEET TO **THE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE, SOUTH 61° 17' 35" WEST, 35.61 FEET;

THENCE SOUTH 33° 38' 35" WEST, 135.68 FEET;

THENCE SOUTH 1° 00' 47" WEST, 252.58 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT A (137 M 37);

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, ALONG THE ARC OF A 675.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 26° 30' 12" EAST, THROUGH A CENTRAL ANGLE OF 15° 07' 30", AN ARC DISTANCE OF 178.19 FEET;

THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, NORTH 41° 37' 42" WEST, 50.04 FEET;

THENCE NORTH 0° 29' 20" EAST, 48.56 FEET;

THENCE NORTH 36° 39' 11" EAST, 119.01 FEET;

THENCE NORTH 30° 49' 56" EAST, 175.46 FEET;

THENCE NORTH 30° 50' 32" EAST, 46.52 FEET;

THENCE NORTH 33° 39' 08" EAST, 119.99 FEET;

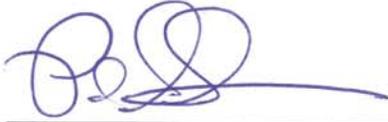
THENCE NORTH 42° 49' 42" EAST, 14.67 FEET;

THENCE NORTH 51° 24' 03" EAST, 17.36 FEET TO THE SAID SOUTHWESTERLY LINE;

THENCE ALONG THE SAID SOUTHWESTERLY LINE, SOUTH 54° 33' 25" EAST, 19.66 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 33,120 SQUARE FEET OR 0.7603 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



\_\_\_\_\_  
RODNEY A. STEWART II P.L.S. 9225

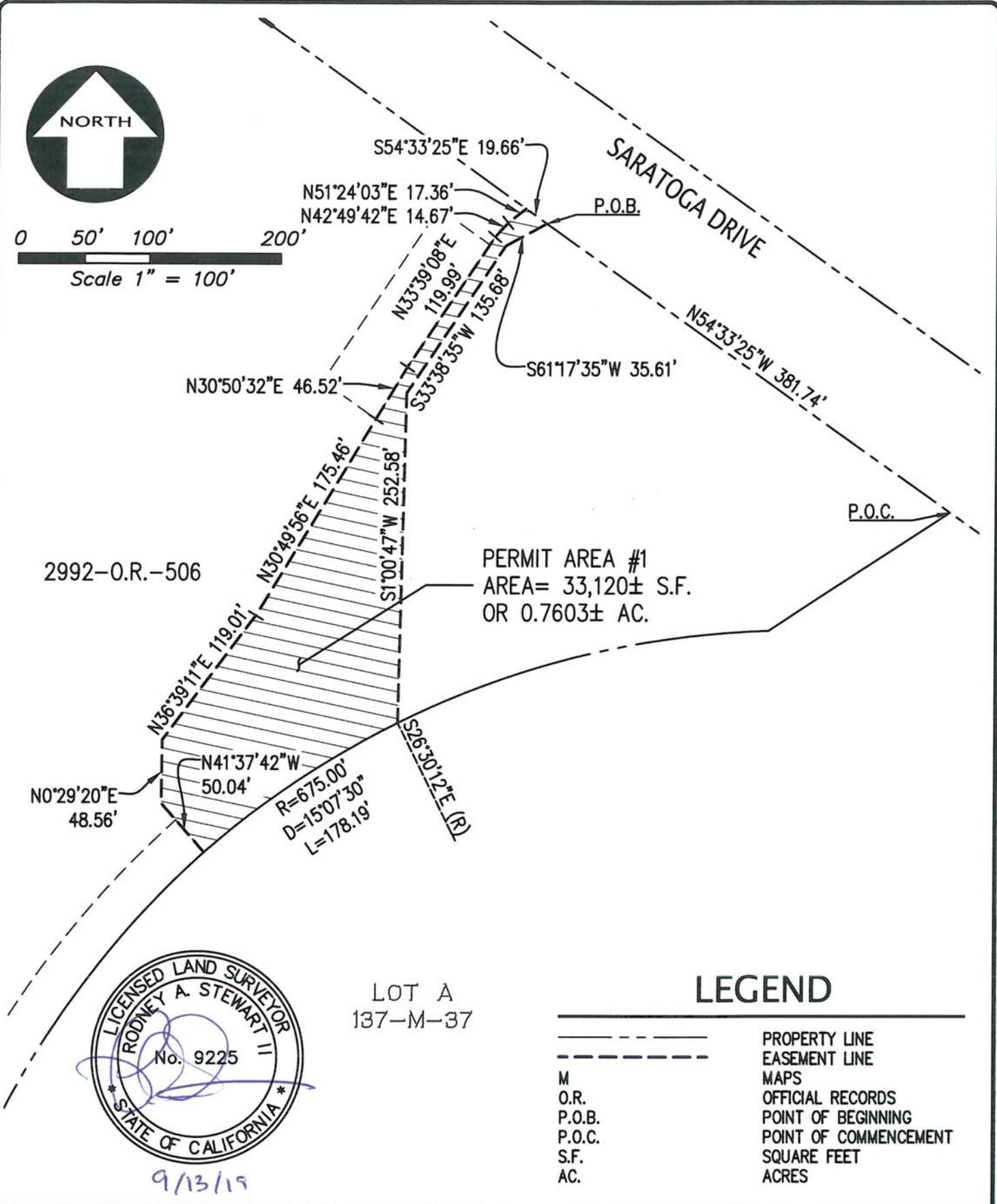
9/13/19

\_\_\_\_\_  
DATE





0 50' 100' 200'  
Scale 1" = 100'



9/13/19

### LEGEND

|  |                       |
|--|-----------------------|
|  | PROPERTY LINE         |
|  | EASEMENT LINE         |
|  | MAPS                  |
|  | OFFICIAL RECORDS      |
|  | POINT OF BEGINNING    |
|  | POINT OF COMMENCEMENT |
|  | SQUARE FEET           |
|  | ACRES                 |
|  |                       |



3350 Scott Boulevard, Building 22 Phone: (408) 727-6665  
Santa Clara, California 95054 www.kierwright.com

## EXHIBIT "B-1" PERMIT AREA #1

SAN MATEO, CALIFORNIA

|         |             |
|---------|-------------|
| DATE    | SEPT., 2019 |
| SCALE   | 1" = 100'   |
| BY      | AGR         |
| JOB NO. | A17535      |
| SHEET   | 1 OF 1      |

**EXHIBIT "B-1"**  
**LEGAL DESCRIPTION**  
**PERMIT AREA #2**

BEING REAL PROPERTY SITUATE IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PARCEL DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 26, 1956 IN BOOK 2992 AT PAGE 506 OF SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHERLY CORNER OF LOT A, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD AUGUST 25, 2010 IN BOOK 137 OF MAPS, PAGE 37, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF SARATOGA DRIVE;

THENCE ALONG THE SAID SOUTHWESTERLY LINE NORTH 54° 33' 25" WEST, 401.40 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, SOUTH 51° 24' 03" WEST, 17.36 FEET;

THENCE SOUTH 42° 49' 42" WEST, 14.67 FEET,

THENCE SOUTH 33° 39' 08" WEST, 7.33 FEET TO **THE POINT OF BEGINNING**,

THENCE SOUTH 33° 39' 08" WEST, 112.66 FEET,

THENCE SOUTH 30° 50' 32" WEST, 46.52 FEET;

THENCE NORTH 54° 50' 36" WEST, 50.39 FEET;

THENCE NORTH 33° 35' 08" EAST, 159.07 FEET;

THENCE SOUTH 54° 50' 36" EAST, 48.29 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 7,717 SQUARE FEET OR 0.1772 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RODNEY A. STEWART II P.L.S. 9225



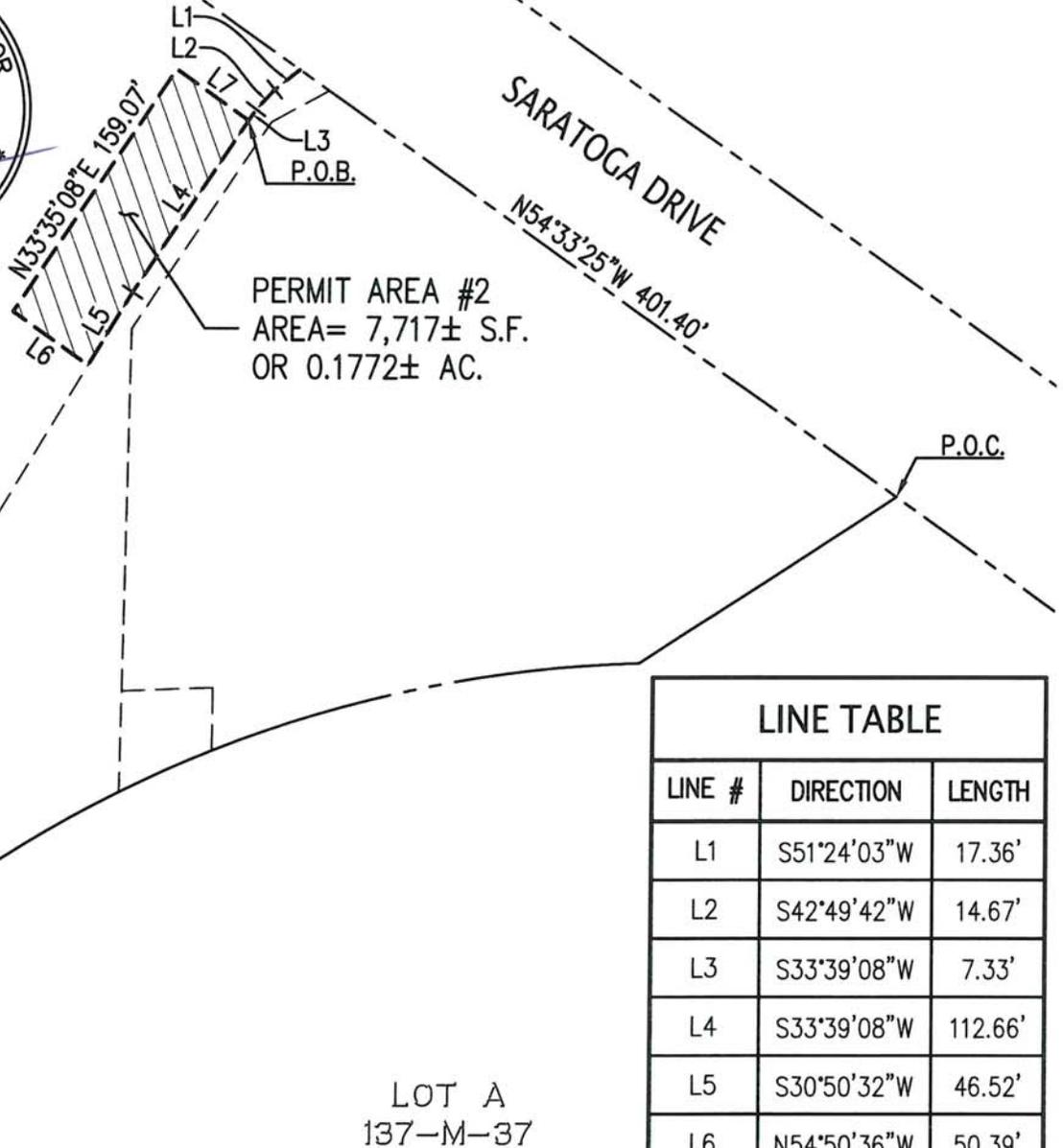
9/13/19

DATE



9/13/19

2992-O.R.-506

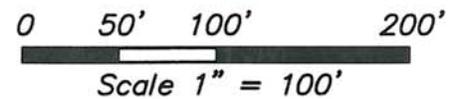


PERMIT AREA #2  
 AREA= 7,717± S.F.  
 OR 0.1772± AC.

| LINE TABLE |              |         |
|------------|--------------|---------|
| LINE #     | DIRECTION    | LENGTH  |
| L1         | S51°24'03\"W | 17.36'  |
| L2         | S42°49'42\"W | 14.67'  |
| L3         | S33°39'08\"W | 7.33'   |
| L4         | S33°39'08\"W | 112.66' |
| L5         | S30°50'32\"W | 46.52'  |
| L6         | N54°50'36\"W | 50.39'  |
| L7         | S54°50'36\"E | 48.29'  |

### LEGEND

- PROPERTY LINE
- EASEMENT LINE
- MAPS
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.F. SQUARE FEET
- AC. ACRES



**KIER+WRIGHT**

3350 Scott Boulevard, Building 22  
 Santa Clara, California 95054

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

## EXHIBIT "B-1" PERMIT AREA #2

SAN MATEO,

CALIFORNIA

|         |             |
|---------|-------------|
| DATE    | SEPT., 2019 |
| SCALE   | 1" = 100'   |
| BY      | AGR         |
| JOB NO. | A17535      |
| SHEET   | 1 OF 1      |

**EXHIBIT "B-1"**  
**LEGAL DESCRIPTION**  
**PERMIT AREA #3**

BEING REAL PROPERTY SITUATE IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PARCEL DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON MARCH 26, 1956 IN BOOK 2992 AT PAGE 506 OF SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHERLY CORNER OF LOT A, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD AUGUST 25, 2010 IN BOOK 137 OF MAPS, PAGE 37, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF SARATOGA DRIVE;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT A THE FOLLOWING TWO (2) COURSES:

1) SOUTH 56° 52' 35" WEST, 165.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, WHOSE CENTER POINT BEARS SOUTH 01° 32' 14" EAST, AND

2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40° 05' 28", AN ARC DISTANCE OF 472.31 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 54° 12' 25", AN ARC DISTANCE OF 638.61 FEET TO THE COMMON CORNER OF LOT A AND BLOCK 10 OF SAID MAP;

THENCE ALONG THE NORTHWESTERLY LINE SAID BLOCK 10, SOUTH 56° 53' 03" WEST, 521.43 FEET TO THE NORTHEASTERLY LINE OF SOUTH DELAWARE STREET (WIDTH VARIES);

THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING TWO (2) COURSES:

1) NORTH 58° 26' 49" WEST, 22.36 FEET,

2) NORTH 56° 20' 49" WEST, 60.55 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, NORTH 76° 49' 56" EAST, 118.84 FEET,

THENCE NORTH 56° 52' 55" EAST, 292.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 250.02 FEET,

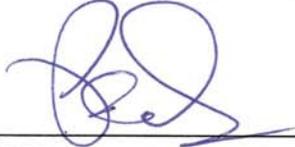
THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 37' 29", AN ARC DISTANCE OF 225.27 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 708.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 06' 53",  
AN ARC DISTANCE OF 532.76 FEET;

THENCE SOUTH 41° 37' 42" EAST, 33.00 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 43,949 SQUARE FEET OR 1.0089 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



\_\_\_\_\_  
RODNEY A. STEWART II P.L.S. 9225

9/13/19

\_\_\_\_\_  
DATE





9/13/19

2992-O.R.-506

SARATOGA DRIVE

P.O.C.

R=675.00'  
D=20°15'05"  
L=238.58'

S56°52'35"W 165.68'

S1°32'14"E (R)

R=675.00'  
D=15°07'30"  
L=178.19'

R=675.00'  
D=40°05'28"  
L=472.31'

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L3         | S41°37'42"E | 33.00' |

MATCH LINE SEE SHEET 2

R=708.00'  
D=43°06'53"  
L=532.76'

R=675.00'  
D=54°12'25"  
L=638.61'

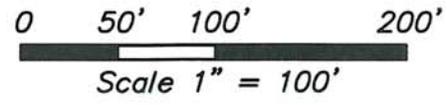
S41°37'42"E (R)  
P.O.B.

PERMIT AREA #3  
AREA= 43,949± S.F.  
OR 1.0089± AC.

LOT A  
137-M-37

LEGEND

- PROPERTY LINE
- - - - - EASEMENT LINE
- M MAPS
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.F. SQUARE FEET
- AC. ACRES



3350 Scott Boulevard, Building 22 Phone: (408) 727-6665  
Santa Clara, California 95054 www.kierwright.com

EXHIBIT "B-1"  
PERMIT AREA #3

SAN MATEO, CALIFORNIA

|         |             |
|---------|-------------|
| DATE    | SEPT., 2019 |
| SCALE   | 1" = 100'   |
| BY      | AGR         |
| JOB NO. | A17535      |
| SHEET   | 1 OF 2      |

# LEGEND

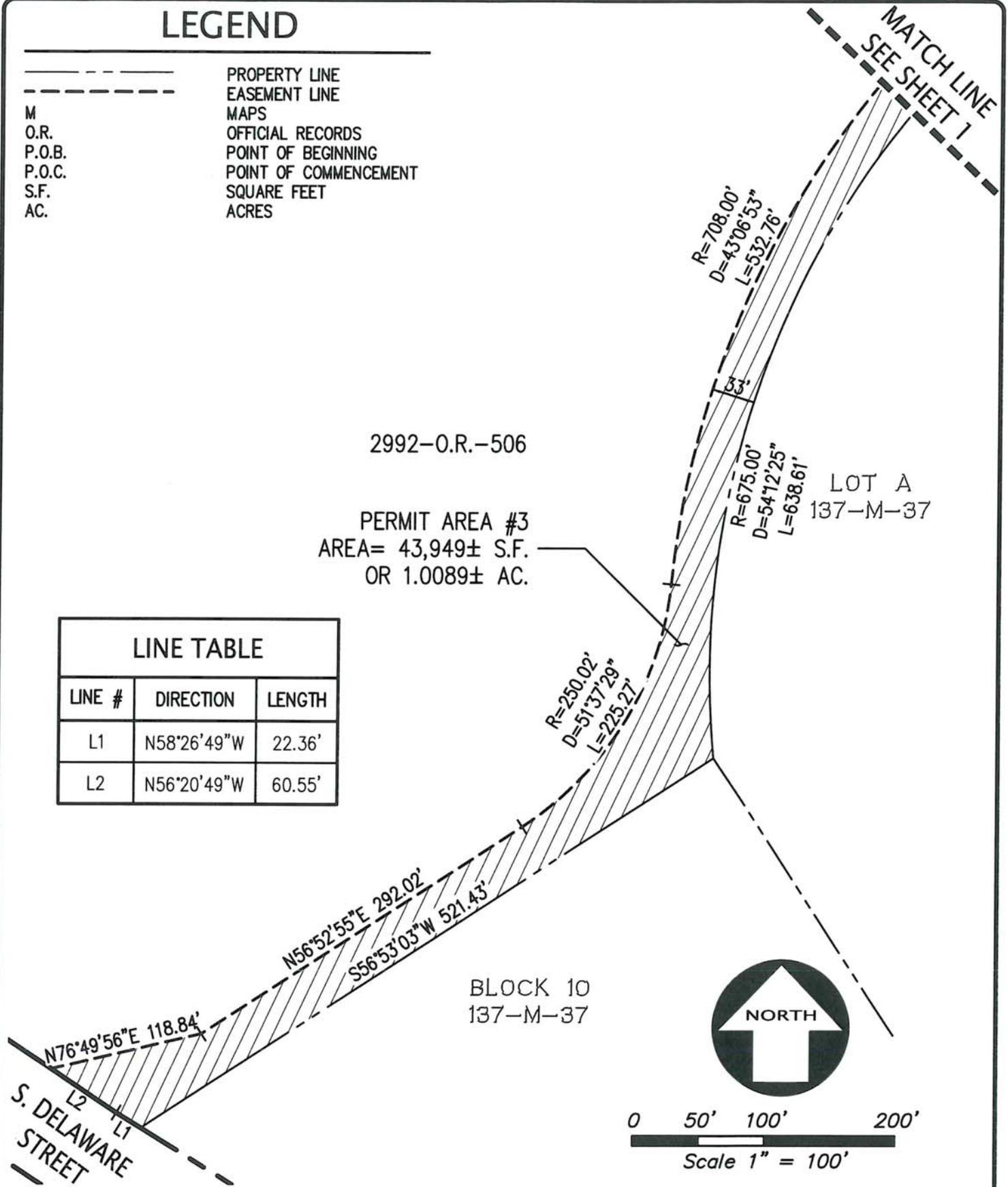
|        |                       |
|--------|-----------------------|
| -----  | PROPERTY LINE         |
| -----  | EASEMENT LINE         |
| M      | MAPS                  |
| O.R.   | OFFICIAL RECORDS      |
| P.O.B. | POINT OF BEGINNING    |
| P.O.C. | POINT OF COMMENCEMENT |
| S.F.   | SQUARE FEET           |
| AC.    | ACRES                 |

2992-O.R.-506

PERMIT AREA #3  
 AREA= 43,949± S.F.  
 OR 1.0089± AC.

LOT A  
 137-M-37

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N58°26'49"W | 22.36' |
| L2         | N56°20'49"W | 60.55' |



**KIER+WRIGHT**

3350 Scott Boulevard, Building 22  
 Santa Clara, California 95054

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

**EXHIBIT "B-1"**  
**PERMIT AREA #3**

SAN MATEO,

CALIFORNIA

|         |             |
|---------|-------------|
| DATE    | SEPT., 2019 |
| SCALE   | 1" = 100'   |
| BY      | AGR         |
| JOB NO. | A17535      |
| SHEET   | 2 OF 2      |

# EXHIBIT C - PROJECT SITE PLANS

DWG FILE: C:\pwworkdir\0450145\SUP\_SMCWP\_SAT03\_SAT-3-013-L-2100.dwg

PLOT DATE: Wednesday, March 13, 2019 12:54:52 PM

BY: RADFORD, SCOTT



PLAN  
SCALE: 1"=20'

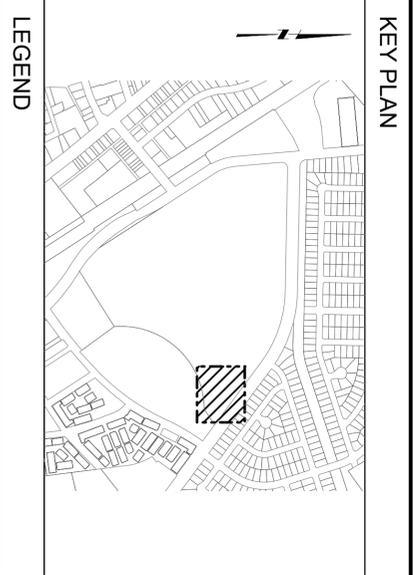
HORIZONTAL SCALE:  
SCALE IN FEET  
0 20 40

### PLANT SCHEDULE TANK SITE

| TREES  | BOTANICAL / COMMON NAME                               | CONT.   | QTY |
|--------|---|---------|-----|
|        | ARGENTUS MENZIESII / PACIFIC MADRONE                  | 7-8' HT | 1   |
|        | MULTI TRUNK   |         |     |
| SHRUBS | BOTANICAL / COMMON NAME                               | SIZE    | QTY |
|        | ESCALLONIA X EXOISIS 'FRADESII' / FRADESII ESCALLONIA | 5 GAL   | 238 |

### PLANT SCHEDULE BAY MEADOWS PARK

| TREES | BOTANICAL / COMMON NAME                | CONT.   | QTY |
|-------|--|---------|-----|
|       | PINUS CANARIENSIS / CANARY ISLAND PINE | 24" BOX | 9   |



### LEGEND

|                   |                  |
|-------------------|------------------|
| [Hatched Pattern] | NO PARKING AREA  |
| [Dotted Pattern]  | POROUS CONCRETE  |
| [Solid Grey]      | ASPHALT PAVEMENT |

|                    |                |
|--------------------|----------------|
| DESIGNED BY: SWR   | DATE: 11/14/19 |
| DRAWN BY: SWR      | DATE: 11/14/19 |
| QC CHECKED BY: XXX | DATE: 11/14/19 |
| PROJECT No. 46S003 |                |
| SCALE: AS SHOWN    |                |
| SUBMITTAL: 100%    |                |



LANDSCAPE  
UFES PROJECT SITE PLAN  
**UFES PACKAGE**  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV. NO. | DESCRIPTION | BY | DATE |
|----------|-------------|----|------|
|          |             |    |      |

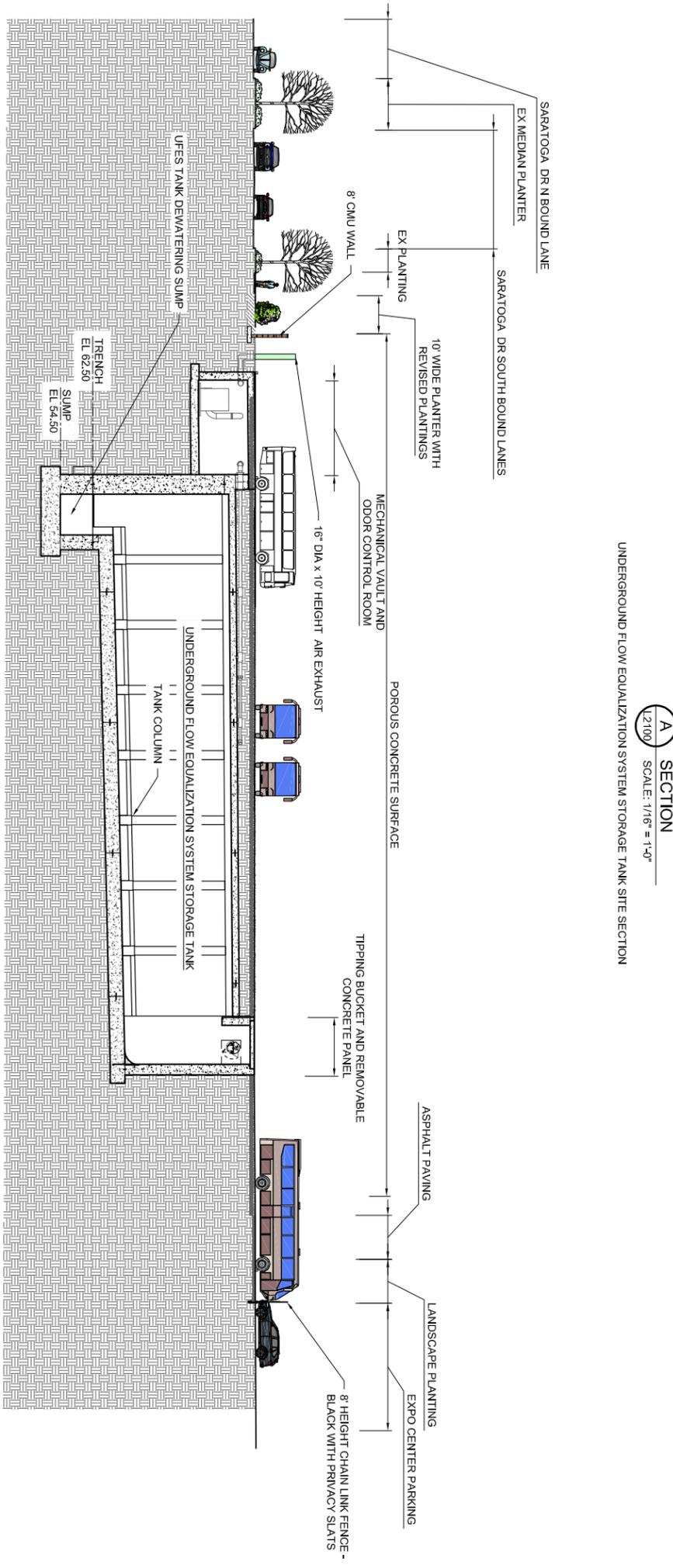
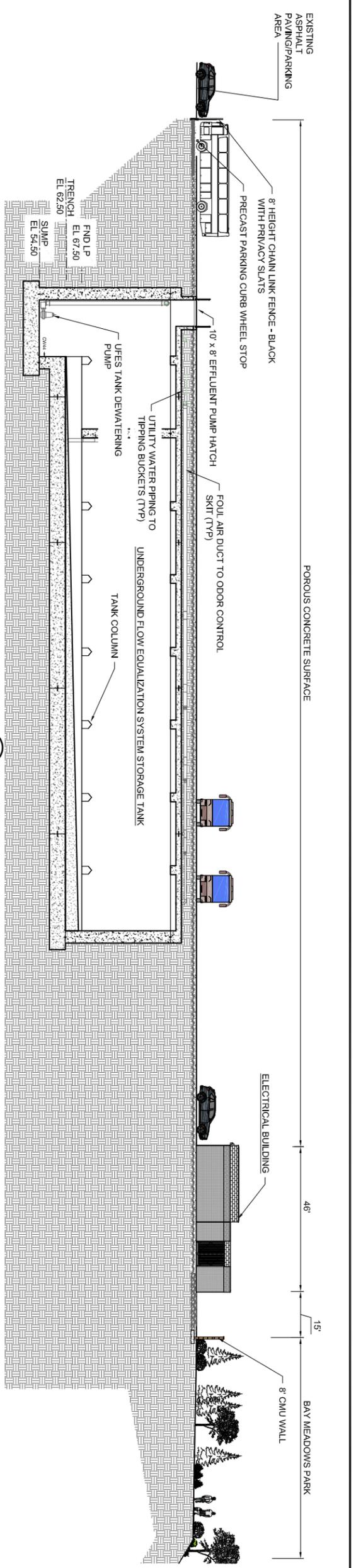
SHEET X OF 165

# EXHIBIT C - PROJECT SITE PLANS

DWG FILE: C:\pwworkdir\0450145\SUP\_SMCWP\_SAT03\_SITESECTIONS.dwg

PLOT DATE: Wednesday, March 13, 2019 12:54:52 PM

BY: RADFORD, SCOTT



WARNING  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

|                    |               |
|--------------------|---------------|
| DESIGNED BY: SR    | DATE: 4/12/19 |
| DRAWN BY: SR       | DATE: 4/12/19 |
| QC CHECKED BY:     | DATE:         |
| PROJECT No: 46S003 |               |
| SCALE: NO SCALE    |               |
| SUBMITTAL: 100%    |               |



LANDSCAPE  
**SITE SECTIONS/ELEVATIONS**  
**UFES PACKAGE**  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV NO. | DESCRIPTION | BY | DATE |
|---------|-------------|----|------|
|         |             |    |      |
|         |             |    |      |
|         |             |    |      |

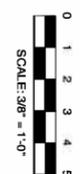
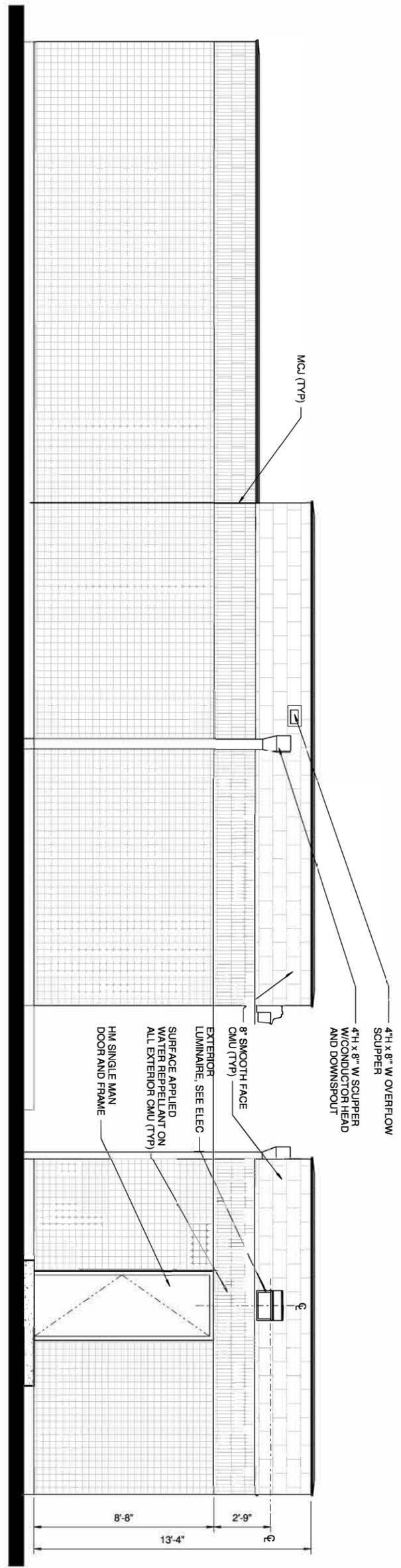
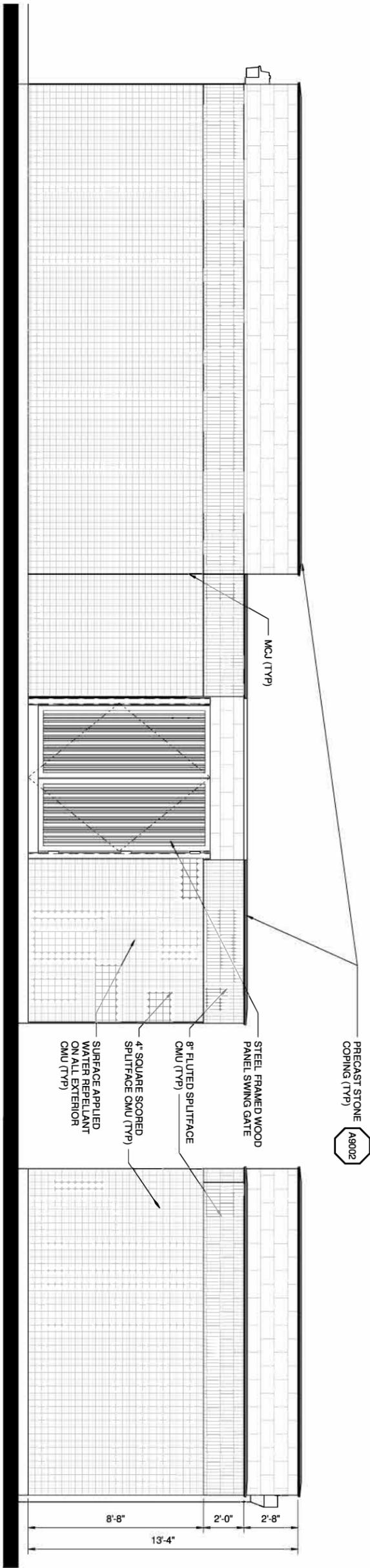
SHEET XX OF XX

# EXHIBIT C - PROJECT SITE PLANS

B:\d0309161\SMCWP-A-ZSPN03.rvt

USER : EN

DATE : 8/19/2019 11:53:13 AM



DESIGNED BY: EN DATE: 08/10/18  
 DRAWN BY: EN DATE: 08/10/18  
 QC CHECKED BY: EM DATE: 08/10/18  
 PROJECT No: 46S003  
 SCALE: 3/8" = 1'-0"  
 SUBMITTAL: 100% DESIGN



**ARCHITECTURAL  
ELECTRICAL BUILDING  
EXTERIOR ELEVATIONS**

**UFES PACKAGE**  
CITY PROJECT NO. 46S003

100% DESIGN  
NOT FOR  
CONSTRUCTION



| REV. NO. | DESCRIPTION | BY | DATE |
|----------|-------------|----|------|
|          |             |    |      |
|          |             |    |      |
|          |             |    |      |
|          |             |    |      |

SHEET 013-A-3101 OF

## EXHIBIT "D"

| September 2019-December 2021 Events - Parking Blackout |            |            |          |          |          |  |
|--|------------|------------|----------|----------|----------|--|
| Description  | Start Date | Start Time | End Date | End Time | Event ID | Status                                 |
|  |            |            |          |          |          |  |
| Brick Fest Live  | 02/08/20   | 09:00 AM   | 02/09/20 | 06:00 PM | 9907     | Tentative Hold (10) Sat/Sun            |
| SAP DKOM   | 02/13/20   | 06:30 AM   | 02/13/20 | 07:00 PM | 10095    | Tentative Hold (10) Thurs              |
| Isha Foundation - Sahdguru                             | 05/15/20   | 07:00 AM   | 05/17/20 | 11:59 PM | 10131    | 2nd hold pending release of 15 Fri-Sun |
| San Mateo Fair   | 06/13/20   | 07:00 AM   | 06/21/20 | 11:59 PM | 9122     | Event (75) Sat-Sun- 9 Days             |
| MPK Summer   | 08/05/20   | 11:00 AM   | 08/05/20 | 03:00 PM | 9891     | Contracted (35) Wed                    |
| Aloha Festival   | 08/15/20   | 10:00 AM   | 08/16/20 | 05:00 PM | 9913     | Tentative Hold (10) Sat/Sun            |
| Real Estate Wealth Expo                                | 10/08/19   |            | 10/09/20 |          |          | Tentative Hold (10) Thurs-Day          |
| Abilities Expo   | 10/16/20   | 07:00 AM   | 10/18/20 | 04:00 PM | 10018    | Contracted (35) Fri-Sun                |
| National Council of Examiners for Engin                | 10/23/20   | 06:30 AM   | 10/24/20 | 06:00 PM | 8127     | Contracted (35) Fri-Sat                |
| Harvest Festival/Western Exhibitors IN                 | 11/12/20   | 07:00 AM   | 11/16/20 | 11:59 PM | 9744     | Tentative Hold (10) Fri-Sun            |
| International Gem & Jewelry Show                       | 11/25/20   |            | 11/29/20 |          | 10014    | Tentative Hold (10) Fri-Sun            |
| Private Holiday Party                                  | 12/05/20   | 07:00 PM   | 12/05/20 | 11:59 PM | 10008    | Contracted Requested (30) Sat          |
| Private- Android Holiday Party                         | 12/12/20   | 07:00 PM   | 12/12/20 | 11:59 PM | 10110    | Contracted (35) Sat                    |
|  |            |            |          |          |          |  |
| Northern California Volleyball Associati               | 01/15/20   | 06:50 AM   | 01/19/21 | 11:00 PM |          | Tentative Hold (10) Sat-Mon            |
| Minefaire/Brick Fest Live                              | 02/04/21   |            | 02/07/21 |          |          | Tentative Hold (10) Sat-Sun            |
| National Council of Examiners for Engin                | 04/22/21   | 07:00 AM   | 04/24/21 | 11:59 PM | 8128     | Tentative Hold (10) Fri-Sun            |
| Isha Foundation - Sahdguru                             | 05/21/21   | 07:00 AM   | 05/23/21 | 11:59 PM |          | Tentative Hold (10) Fri-Sun            |
| Northern California Volleyball Associati               | 05/27/21   | 06:50 AM   | 06/01/21 | 11:00 PM |          | Tentative Hold (10) Sat-Mon            |
| San Mateo Fair   | 06/12/21   | 07:00 AM   | 06/20/21 | 11:59 PM |          | Tentative Hold (10) Sat-Sun- 9 Days    |
| MPK Summer   | 08/04/21   | 11:00 AM   | 08/04/21 | 03:00 PM |          | Tentative Hold (10) Wed                |
| Aloha Festival   | 08/12/21   | 10:00 AM   | 08/16/21 | 05:00 PM |          | Tentative Hold (10) Sat-Sun            |
| Real Estate Wealth Expo                                | 10/04/21   |            | 10/10/21 |          |          | Tentative Hold (10) Wed                |
| National Council of Examiners for Engin                | 10/21/21   | 07:00 AM   | 10/23/21 | 11:59 PM | 8129     | Tentative Hold (10) Fri-Sat            |
| Harvest Festival/Western Exhibitors IN                 | 11/11/21   |            | 11/15/21 |          |          | Tentative Hold (10) Fri-Sun            |
| Decemeber weekend 1 - 2021                             | 12/04/21   |            | 12/05/21 |          |          | Tentative Hold (10) Fri-Sat            |
| Decemeber weekend 2 - 2021                             | 12/11/21   |            | 12/12/21 |          |          | Tentative Hold (10) Fri-Sat            |
| Decemeber weekend 3 - 2021                             | 12/18/21   |            | 12/19/21 |          |          | Tentative Hold (10) Fri-Sat            |