

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions (the "Agreement") is dated and entered into as of May 17, 2022, by and between **JAMES MICHAEL POWERS AND DIANA E. VENEGAS-POWERS**, a husband and wife, as community property ("Seller") and **the COUNTY OF SAN MATEO**, a political subdivision of the State of California ("Buyer"), with reference and respect to the "Recitals" set forth below. This Agreement constitutes both an agreement to purchase and sell real property between the parties.

RECITALS

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

A. Seller is the owner of certain real property located at 1 Mirada Road, in the City of Half Moon Bay, the County of San Mateo, State of California, designated in the records of the San Mateo County Assessor as Assessor's Parcel Numbers (APN) 048-015-190 and 048-015-090 ("Seller's Land"), as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Buyer desires to purchase: (1) a permanent and non-exclusive easement interest in an approximately \pm 965 square foot portion of Seller's Land, on Assessor Parcel Number 048-015-190, for a permanent subsurface easement agreement ("Easement A") for the purpose of installation, construction, reconstruction, operation, maintenance and repair of soil nails, together with any and all appurtenances connected therewith and rights incidental thereto; (2) a permanent and non-exclusive easement interest in an approximately \pm 361 square foot portion of Seller's Land, on Assessor Parcel Number 048-015-090, for a permanent subsurface easement agreement ("Easement B") for the purpose of installation, construction, reconstruction, operation, maintenance and repair of soil nails, together with any and all appurtenances connected therewith and rights incidental thereto. The two above described easements are described on **Exhibit A-1**, attached hereto and incorporated herein; all for the benefit of and appurtenant to the Mirada Road Pedestrian Bridge Replacement & Bank Stabilization Project. Hereinafter, the two above mentioned easements shall collectively be referred to as the "Easement."

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

AGREEMENT

1. **Purchase and Sale.** On the Close of Escrow (as herein defined), Seller agrees to sell the Easement to Buyer, and Buyer agrees to acquire the Easement from Seller, on the terms and conditions hereinafter set forth.

2. **Purchase Price.**

(a) The total purchase price for the Easement to be provided by Buyer is the sum of **Nine Thousand Two Hundred Eighty Dollars (\$9,280.00)** (the "Purchase Price").

(b) The parties acknowledge and agree that the total compensation to be provided by Buyer for the Easement is the Purchase Price, which is the full and complete acquisition cost based upon the fair market value of the Easement as determined by an independent appraiser. Buyer shall have no obligation to Seller under the California Relocation Assistance and Real Property Acquisition statutes and guidelines due to the acquisition of the Easement under this Agreement.

3. **Title and Title Insurance.** Upon the Opening of Escrow, Escrow Holder shall order from Old Republic Title Company ("Title Company"), located at 361 Lytton Avenue, Suite 100, Palo Alto, CA 94301, a preliminary title report for the property. Buyer's interest in the Easement shall be insured at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price (the "Policy"). The Policy of title insurance provided for pursuant to this Section shall insure Buyer's interest in the Easement, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

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

(b) Those exceptions approved by Buyer within thirty (30) days after the date Buyer receives the preliminary title report, provided that the lienholder for any monetary lien shall have consented to the conveyance of the Easement in writing. If Buyer conditionally disapproves any such exceptions, then Seller shall use Seller's best efforts to cause such exceptions to be removed by the Close of Escrow. Consideration provided by Buyer shall be conditioned upon the Easement vesting in Buyer free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments, taxes and all restrictions of record that would interfere with Buyer's use and enjoyment of the Easement. Clearing of any title exceptions not acceptable to Buyer, in its sole discretion, shall be the responsibility of Seller. This responsibility shall include, but not be limited to, securing releases, deeds, consents, subordinations, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the event there are any additional title exceptions in updated title reports, Seller shall have the same responsibility as above to clear any title exceptions not acceptable to Buyer. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, Buyer may, at Buyer's option, either accept the Easement subject to such encumbrances, or terminate the Escrow and receive a refund of all funds deposited

into Escrow (less Buyer's share of escrow cancellation charges), if any, and this Agreement shall thereupon be of no further force or effect.

4. **Permanent Subsurface Easement Agreement.** Seller covenants and agrees to deposit with Escrow Holder prior to the Close of Escrow the Permanent Subsurface Easement Agreement in substantially the form attached as **Exhibit B** attached hereto and incorporated herein by this reference (the "Easement Agreement"), duly executed and acknowledged by Seller, granting and conveying to Buyer the Easement.

5. **Subordination/Consent to Easement:** Owner shall cooperate with County and Escrow Holder in obtaining subordination agreements and/or Consent to Easement declarations in relation to any and all liens, deeds of trust, or other security interests recorded against the Property, as may be required by the title officer to issue a title insurance policy acceptable to County for the Easements described herein. The purpose of obtaining the subordination agreements and/or Consent to Easement declarations is to ensure the easements are maintained in perpetuity, or for so long as County determines they are necessary for the purposes described in the Easement; are binding on all successors and assigns of Owner; and are not subject to foreclosure, termination, or other involuntary transfer.

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

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

(b) Escrow Holder shall have received Buyer's notice of approval or satisfaction or waiver of all of the contingencies to Buyer's obligations hereunder, as provided for in Section 11;

(c) Seller shall have deposited in Escrow the Easement Agreement required by Section 4, as well as any subordination agreements from any holders of liens against Seller's Land, as required by Buyer; and

(d) Buyer shall have deposited in Escrow the Purchase Price, or sufficient documentation of Seller's receipt of adequate compensation for the rights acquired by Buyer.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Easement Deed and any required subordination agreements.

7. **Escrow.** The parties hereby establish an escrow ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement,

Opening of Escrow shall mean the date on which Escrow Holder shall have received a fully executed original of this Agreement from Buyer and Seller. Close of Escrow shall be the date upon which the Easement Agreement are delivered to Buyer, and the Easement Agreement is recorded in the Official Records of the County of San Mateo. The Close of Escrow shall be on the date which is not later than the first business day occurring sixty (60) days after the date of this Agreement, unless the parties agree in writing to a later date.

8. **Escrow Charges and Prorations.** Buyer shall pay for the cost of the CLTA Owner's Standard Coverage Policy of Title Insurance, and the Escrow fees. Buyer shall pay and any documentary or other local transfer taxes, and any other recording fees. If the Escrow shall fail to close through no fault of either party, Buyer shall pay the Escrow cancellation charges.

9. **License to Enter.** Seller hereby grants to Buyer and Buyer's authorized agents, contractors, and consultants, a license to enter upon Seller's Land for the purpose of making inspections and other examinations required for the purpose of constructing the Project, including, but not limited to, the right to perform soil and geological tests and an environmental site assessment thereof, subject to the following:

(a) Buyer shall give Seller at least 72-hour notice before entering Seller's Land for commencement of construction activities.

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

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

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

(e) Buyer does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns, and the Seller's Land, free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to Seller's Land as a result of any accident or other occurrence at Seller's Land which is in any way connected with Buyer's inspections or non-permanent improvements involving entrance onto the Seller's Land pursuant to this Section. If Buyer fails to acquire the Easement due to Buyer's default, this license shall terminate upon the termination of Buyer's right to purchase the Easement.

10. **Warranties and Representations of Seller.** Seller hereby represents and warrants to Buyer the following, it being expressly understood and agreed that all

such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

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

(b) Neither this Agreement nor anything provided to be done hereunder including the transfer of the Easement to Buyer, violates or shall violate any contract, agreement or instrument to which Seller is a party, or which affects the Easement, and the sale of the Easement herein contemplated does not require the consent of any party not a signatory hereto.

(c) Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other party before any court or administrative tribunal which is in any way related to the Seller's Land, that Buyer does not have knowledge of.

11. **Acknowledgements and Covenants of Buyer.**

(a) Buyer acknowledges that Buyer is purchasing the Easement solely in reliance on Buyer's own investigation and that no representations of warranties of any kind whatsoever, express or implied, have been made by Seller, except as provided in Section 8 above.

(b) Buyer acknowledges that Seller shall have no obligation to improve Seller's Land, before or after the Close of Escrow, and Buyer further agrees to purchase the Easement in an "AS IS" condition at the close of escrow, subject, however, to Buyer's rights under Section 10 below.

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

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

(b) The delivery of all documents pursuant to Section 4 hereof.

(c) Title Company's commitment to issue in favor of Buyer a CLTA Standard Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price showing Buyer's permanent easement interests in the Easement, subject only to the Permitted Title Exceptions.

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

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

14. **Default.** In the event of a breach or default under this Agreement by either Buyer or Seller, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Easement, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

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

BUYER: County of San Mateo
555 County Center, 4th Floor
Redwood City, California 94063
Attn: Real Property Manager

SELLER: James Michael Powers
Diana E. Venegas-Powers
1 Mirada Road
Half Moon Bay, CA 94019

ESCROW HOLDER: Old Republic Title Company
361 Lytton Avenue, Suite 100
Palo Alto, CA 94301
Attn: Escrow Officer

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

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

18. **Amendments.** Any amendments to this Agreement shall be effective only when duly executed by Buyer and Seller and deposited with Escrow Holder.

19. **Miscellaneous**

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

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

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

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

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

(f) **Interpretation and Construction.** The parties agree that each party has reviewed and revised this Agreement and have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. The recitals and captions of the sections and subsections of this

Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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


20. **Assignment.** Buyer may assign its rights under this Agreement or may designate a nominee to acquire title to the Easement, provided, however, that any such assignment or designation shall not relieve Buyer of any of its obligations under this Agreement.

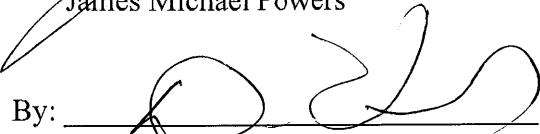
[Signatures appear on the next page.]

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

SELLER:

James Michael Powers & Diana E. Venegas-Powers
Husband and wife as community property

By: 
James Michael Powers

By: 
Diana E. Venegas-Powers

Date: 3/17/22

BUYER:

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

By: _____
Don Horsley, President
Board of Supervisors

Date: _____

EXHIBIT A
“Sellers Land”
Page 1 of 7



Rev.: 12/17/2021

Date: 12/10/2021

Project: 4122700

EXHIBIT "A-1" Easement A
LEGAL DESCRIPTION
PERMANENT EASEMENT
APN: 048-015-190

ALL THAT CERTAIN REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PERMANENT EASEMENT OVER A PORTION OF THE LANDS OF JAMES M. POWERS AND DIANA E. VENEGAS, AS DESCRIBED IN DOCUMENT NUMBER 1993-029308, RECORDED FEBRUARY 24, 1993, AND BEING A PORTION OF LOT 4, 5 AND 6 OF BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BROPHY'S BEACH", FILED IN BOOK 5 OF MAPS, PAGE 58 (5 M 58), SAN MATEO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT THE POINT ON THE CENTER LINE OF MEDIO AVENUE (50' RIGHT-OF-WAY PER SAID MAP), SAID **POINT OF COMMENCEMENT** BEING THE SOUTHWESTERLY TERMINUS OF SAID CENTER LINE AND MARKED BY FOUND STREET MONUMENT; THENCE RUNNING NORTHEASTERLY ALONG SAID CENTER LINE OF MEDIO AVENUE, NORTH 46°47'08" EAST, A DISTANCE OF 24.39 FEET; THENCE LEAVING SAID CENTER LINE, SOUTH 43°12'52" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 1 AS SHOWN ON SAID MAP; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 1, SOUTH 50°36'54" EAST, A DISTANCE OF 75.63 FEET TO THE SOUTHWESTERLY CORNER OF LOT 4 OF SAID BLOCK 1 AND **THE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF BLOCK 1, RUNNING ALONG NORTHWESTERLY LINE OF SAID LOT 4, NORTH 46°47'08" EAST, A DISTANCE OF 4.69 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE OF LOT 4, SOUTH 79°11'33" EAST, A DISTANCE OF 9.38 FEET;

THENCE SOUTH 65°06'14" EAST, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 50°59'08" EAST, A DISTANCE OF 50.08 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 6 OF BLOCK 1;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 6, SOUTH 46°47'08" WEST, A DISTANCE OF 14.38 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 1 (5 M 58);

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BLOCK 1, NORTH 50°36'54" WEST, A DISTANCE OF 75.63 FEET TO THE SOUTHWESTERLY CORNER OF LOT 4 OF BLOCK 1 AND **THE POINT OF BEGINNING**;

SAID EASEMENT CONTAINING 965 SQUARE FEET MORE OR LESS.

Rev.: 12/17/2021

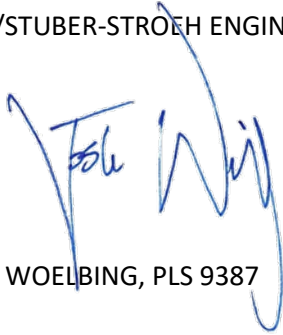
Date: 12/10/2021

Project: 4122700

HORIZONTAL DATUM IS CALIFORNIA STATE PLANE COORDINATE SYSTEM 1983 (CCS83), NORTH AMERICAN DATUM 1983 (NAD83), ZONE 3, EPOCH 2010.0000 PER GPS OPUS SOLUTION. COMBINATION SCALE FACTOR 0.99994288.

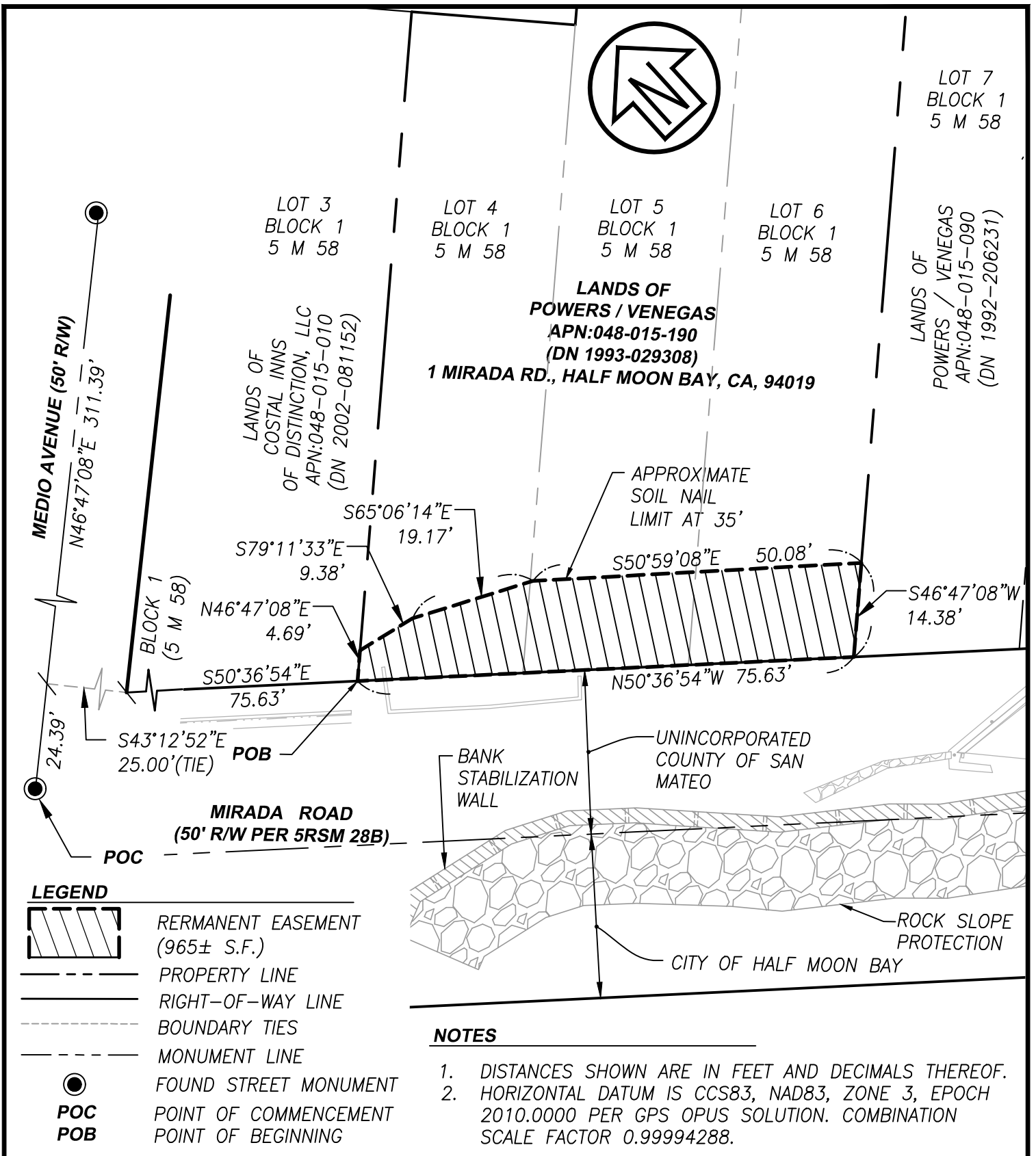
PREPARED BY:

CSW/STUBER-STROEH ENGINEERING, INC.



JOSH WOELBING, PLS 9387





CSW ST2

CSW/Stuber-Stroeh Engineering Group, Inc.
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Rev. 12/17/2021

Date: 12/10/2021

Job No. 4122700

Scale: 1" = 20'

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT
 PERMANENT EASEMENT
 1 MIRADA ROAD
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

Rev.: 12/17/2021
Date: 12/10/2021
Project: 4122700

EXHIBIT "A-1" Easement B
LEGAL DESCRIPTION
PERMANENT EASEMENT
APN: 048-015-090

ALL THAT CERTAIN REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PERMANENT EASEMENT OVER A PORTION OF THE LANDS OF JAMES M. POWERS AND DIANA E. VENEGAS, AS DESCRIBED IN DOCUMENT NUMBER 92206231, RECORDED DECEMBER 15, 1992, AND BEING A PORTION OF LOT 7 OF BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BROPHY'S BEACH", FILED IN BOOK 5 OF MAPS, PAGE 58 (5 M 58), SAN MATEO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT THE POINT ON THE CENTER LINE OF MEDIO AVENUE (50' RIGHT-OF-WAY PER SAID MAP), SAID **POINT OF COMMENCEMENT** BEING THE SOUTHWESTERLY TERMINUS OF SAID CENTER LINE AND MARKED BY FOUND STREET MONUMENT; THENCE RUNNING NORTHEASTERLY ALONG SAID CENTER LINE OF MEDIO AVENUE, NORTH 46°47'08" EAST, A DISTANCE OF 24.39 FEET; THENCE LEAVING SAID CENTER LINE, SOUTH 43°12'52" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 1 AS SHOWN ON SAID MAP; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 1, SOUTH 50°36'54" EAST, A DISTANCE OF 151.26 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF SAID BLOCK 1 AND **THE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF BLOCK 1, RUNNING ALONG NORTHWESTERLY LINE OF SAID LOT 7, NORTH 46°47'08" EAST, A DISTANCE OF 14.38 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE OF LOT 7, SOUTH 50°59'08" EAST, A DISTANCE OF 25.23 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 7, SOUTH 46°47'08" WEST, A DISTANCE OF 14.54 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 1 (5 M 58);

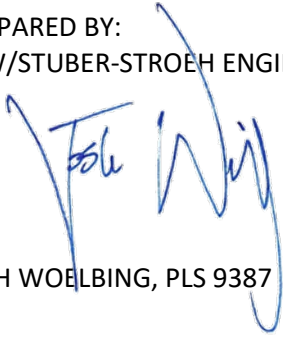
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BLOCK 1, NORTH 50°36'54" WEST, A DISTANCE OF 25.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF BLOCK 1 AND **THE POINT OF BEGINNING**.

SAID EASEMENT CONTAINING 361 SQUARE FEET MORE OR LESS.

HORIZONTAL DATUM IS CALIFORNIA STATE PLANE COORDINATE SYSTEM 1983 (CCS83), NORTH AMERICAN DATUM 1983 (NAD83), ZONE 3, EPOCH 2010.0000 PER GPS OPUS SOLUTION. COMBINATION SCALE FACTOR 0.99994288.

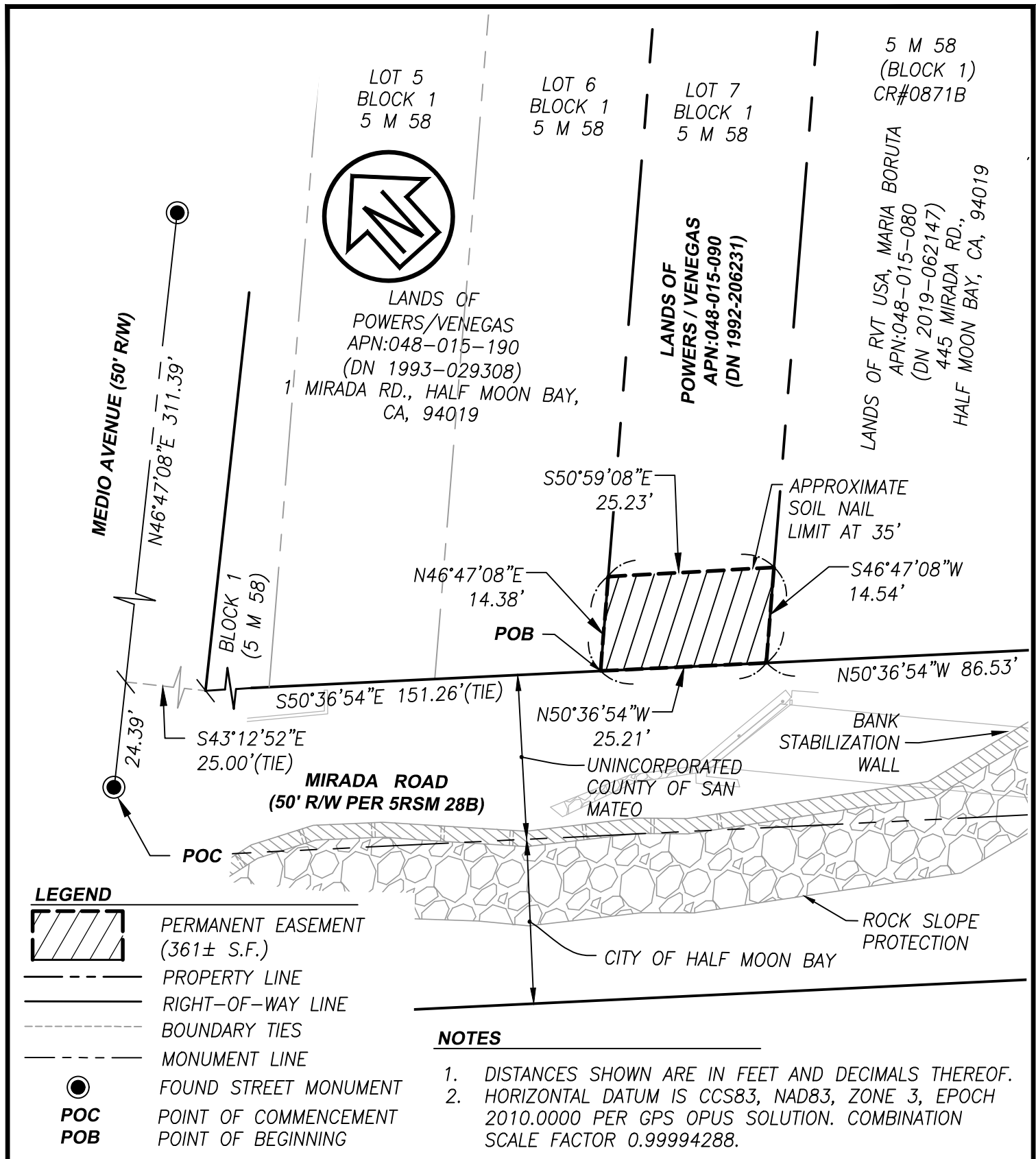
Rev.: 12/17/2021
Date: 12/10/2021
Project: 4122700

PREPARED BY:
CSW/STUBER-STROEH ENGINEERING, INC.



JOSH WOELBING, PLS 9387





CSW ST2

CSW/Stuber-Stroeh Engineering Group, Inc.
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Rev. 12/17/2021

Date: 12/10/2021

Job No. 4122700

Scale: 1" = 20'

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT
 PERMANENT EASEMENT
 1 MIRADA ROAD
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

Exhibit B
Permanent Easement Agreement

RECORDING REQUESTED BY
County of San Mateo
Parcel No. 048-015-190/048-015-090

WHEN RECORDED MAIL TO:
Real Property Services
County of San Mateo
555 County Center, 4th Floor
Redwood City, CA 94063

Exempt from recording fees – Government entity exempt under G.C. §6103

PERMANENT SUBSURFACE EASEMENT AGREEMENT

THIS PERMANENT SUBSURFACE EASEMENT AGREEMENT is made and entered into as of _____, 2022 by and between JAMES MICHAEL POWERS AND DIANA E. VENEGAS-POWERS, as husband and wife, a community property (“Grantor”) and the COUNTY OF SAN MATEO, a political subdivision of the State of California (“Grantee” or “County”) (hereafter the “Parties”).

RECITALS

WHEREAS, Grantor is the owner of that certain real property identified as Assessor’s Parcel 048-015-190 and 048-015-090, together with any improvements thereon, and commonly known as 1 Mirada Road, Half Moon Bay, California 94019, in San Mateo County (the “Property”); and

WHEREAS, Grantor wishes to grant to Grantee and Grantee wishes to accept from Grantor an easement for the installation of improvements related to the Mirada Bridge Replacement and Bank Stabilization Project.

NOW THEREFORE, in consideration of the terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

Subject to the terms of this Permanent Subsurface Easement Agreement (the “Easement”), Grantor hereby grants and conveys to Grantee a permanent subsurface easement within and through that certain real property described in Exhibit “A” attached hereto (the “Easement Area”), for the purpose of installation, construction,

reconstruction, operation, maintenance and repair of soil nails, together with any and all appurtenances connected therewith and rights incidental thereto.

1. The rights granted herein shall commence at or below a depth of 5 feet, as measured from the ground surface of the Property and all work and installations performed by Grantee shall conform to that measurement. No improvements shall be installed by Grantee above said depth.

Notwithstanding the Easement granted hereby, but subject to the limitations stated below, Grantor, without first seeking County's approval, retains the right to construct such legal structures and other improvements on the surface of the real property above the Easement Area. However, structures and other improvements that extend more than five (5) feet below existing ground surface are presumed to unreasonably interfere with the Easement, and before their construction, must be first approved in writing by County's Engineer, whose decision shall be determinative and final, and who may be contacted at the Public Works Department of the County of San Mateo, or its successor.

A request for such approval must be supported by a written report in a form reasonably acceptable to County, signed by a professional engineer licensed by the State of California, and concluding that the proposed structure, or improvement, when constructed according to plans and specifications presented therein, will not adversely impact the operation, serviceability and longevity of County's Easement. Any construction upon or use of the Easement Area, which is in violation of the foregoing limitation, shall be removed by the Grantor, or may be removed by County, at the Grantor's sole expense. Any interference with the Easement shall be abated by the Grantor at the Grantor's sole expense. The Grantor understands, agrees and acknowledges, by execution of this document, that any use approved by County's engineer shall not in any way limit County's rights under this Easement. If County's engineer has approved a proposed structure or improvement, nevertheless, County retains the right to remove all or any part of said structure or improvement within said Easement Area so as to enable County to exercise and make full use of its Easement; however, in such unlikely event, County shall compensate Grantor for all reasonably resulting loss of or damage to the structure or improvement by either repairing, replacing, or paying the then fair market value of same, as the County, in its sole and absolute discretion, shall elect.

2. If any term or provision of this Easement or the application thereof to any person or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, unless such court decision defeats the purpose of this Easement, the remainder of this Easement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each term or provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT BY DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE FIRST WRITTEN ABOVE AT REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA.

GRANTOR:

OWNER, JAMES MICHAEL POWERS
AND DIANA E. VENEGAS-POWERS

DO NOT SIGN

BY: **EXHIBIT PURPOSES ONLY**

James Michael Powers

DO NOT SIGN

BY: **EXHIBIT PURPOSES ONLY**

Diana E. Venegas-Powers

GRANTEE:

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

DO NOT SIGN

BY: **EXHIBIT PURPOSES ONLY**

Michael P. Callagy
County Manager

Rev.: 12/17/2021

Date: 12/10/2021

Project: 4122700

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT EASEMENT
APN: 048-015-190

ALL THAT CERTAIN REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PERMANENT EASEMENT OVER A PORTION OF THE LANDS OF JAMES M. POWERS AND DIANA E. VENEGAS, AS DESCRIBED IN DOCUMENT NUMBER 1993-029308, RECORDED FEBRUARY 24, 1993, AND BEING A PORTION OF LOT 4, 5 AND 6 OF BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BROPHY'S BEACH", FILED IN BOOK 5 OF MAPS, PAGE 58 (5 M 58), SAN MATEO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT THE POINT ON THE CENTER LINE OF MEDIO AVENUE (50' RIGHT-OF-WAY PER SAID MAP), SAID **POINT OF COMMENCEMENT** BEING THE SOUTHWESTERLY TERMINUS OF SAID CENTER LINE AND MARKED BY FOUND STREET MONUMENT; THENCE RUNNING NORTHEASTERLY ALONG SAID CENTER LINE OF MEDIO AVENUE, NORTH 46°47'08" EAST, A DISTANCE OF 24.39 FEET; THENCE LEAVING SAID CENTER LINE, SOUTH 43°12'52" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 1 AS SHOWN ON SAID MAP; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 1, SOUTH 50°36'54" EAST, A DISTANCE OF 75.63 FEET TO THE SOUTHWESTERLY CORNER OF LOT 4 OF SAID BLOCK 1 AND **THE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF BLOCK 1, RUNNING ALONG NORTHWESTERLY LINE OF SAID LOT 4, NORTH 46°47'08" EAST, A DISTANCE OF 4.69 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE OF LOT 4, SOUTH 79°11'33" EAST, A DISTANCE OF 9.38 FEET;

THENCE SOUTH 65°06'14" EAST, A DISTANCE OF 19.17 FEET;

THENCE SOUTH 50°59'08" EAST, A DISTANCE OF 50.08 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 6 OF BLOCK 1;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 6, SOUTH 46°47'08" WEST, A DISTANCE OF 14.38 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 1 (5 M 58);

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BLOCK 1, NORTH 50°36'54" WEST, A DISTANCE OF 75.63 FEET TO THE SOUTHWESTERLY CORNER OF LOT 4 OF BLOCK 1 AND **THE POINT OF BEGINNING**;

SAID EASEMENT CONTAINING 965 SQUARE FEET MORE OR LESS.

Rev.: 12/17/2021

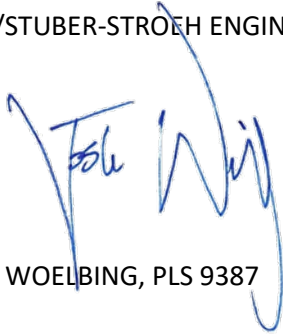
Date: 12/10/2021

Project: 4122700

HORIZONTAL DATUM IS CALIFORNIA STATE PLANE COORDINATE SYSTEM 1983 (CCS83), NORTH AMERICAN DATUM 1983 (NAD83), ZONE 3, EPOCH 2010.0000 PER GPS OPUS SOLUTION. COMBINATION SCALE FACTOR 0.99994288.

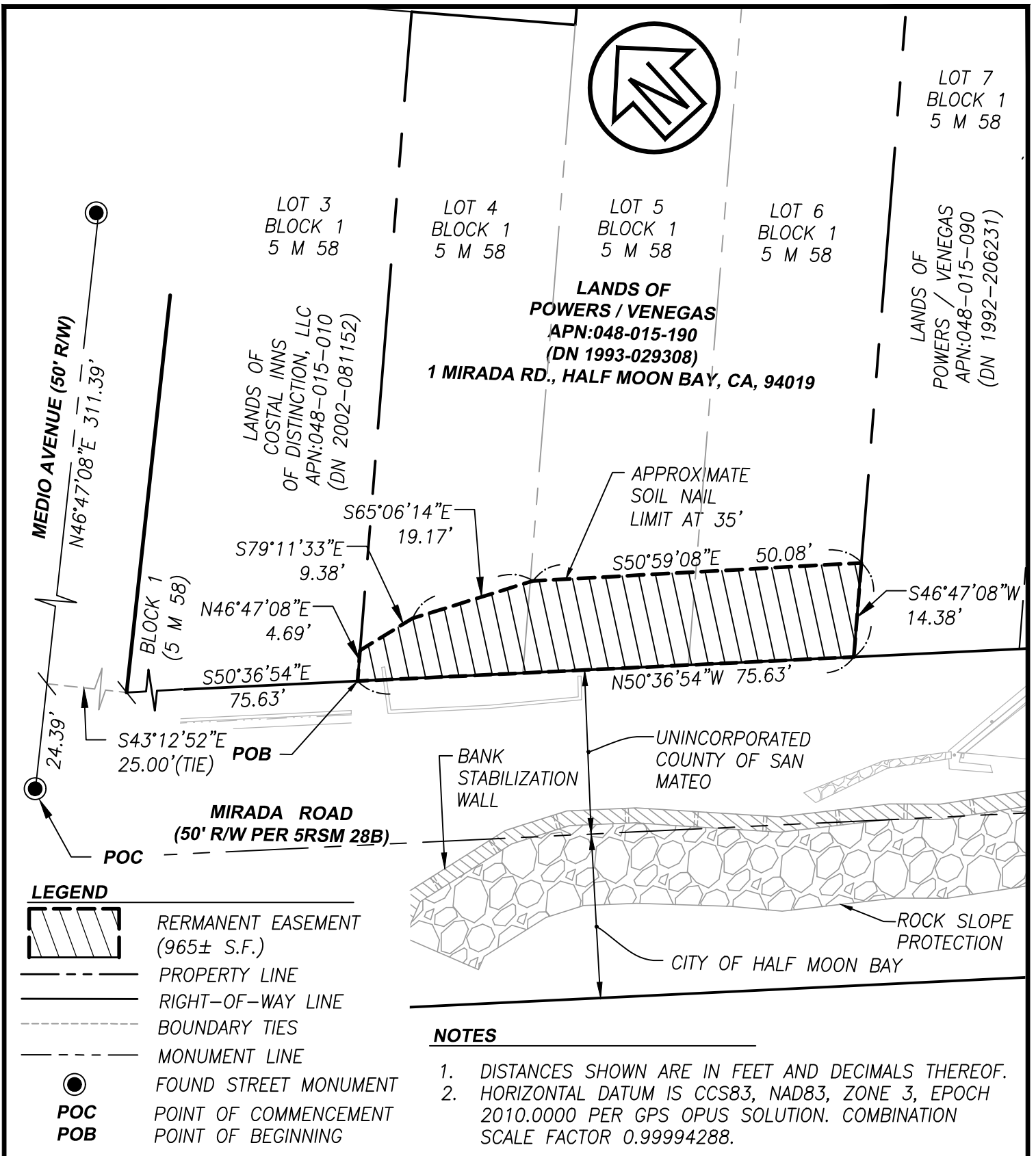
PREPARED BY:

CSW/STUBER-STROEH ENGINEERING, INC.



JOSH WOELBING, PLS 9387





CSW ST2

CSW/Stuber-Stroeh Engineering Group, Inc.
 Civil & Structural Engineers | Surveying & Mapping | Environmental Planning
 Land Planning | Construction Management
 45 Leveroni Court Novato, CA 94949
 tel: 415.883.9850 fax: 415.883.9835
<http://www.cswst2.com>

Rev. 12/17/2021

Date: 12/10/2021

Job No. 4122700

Scale: 1" = 20'

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT
 PERMANENT EASEMENT
 1 MIRADA ROAD
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

Rev.: 12/17/2021
Date: 12/10/2021
Project: 4122700

EXHIBIT "A"
**LEGAL DESCRIPTION
PERMANENT EASEMENT
APN: 048-015-090**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN AN UNINCORPORATED AREA, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PERMANENT EASEMENT OVER A PORTION OF THE LANDS OF JAMES M. POWERS AND DIANA E. VENEGAS, AS DESCRIBED IN DOCUMENT NUMBER 92206231, RECORDED DECEMBER 15, 1992, AND BEING A PORTION OF LOT 7 OF BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF BROPHY'S BEACH", FILED IN BOOK 5 OF MAPS, PAGE 58 (5 M 58), SAN MATEO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWED:

COMMENCING AT THE POINT ON THE CENTER LINE OF MEDIO AVENUE (50' RIGHT-OF-WAY PER SAID MAP), SAID **POINT OF COMMENCEMENT** BEING THE SOUTHWESTERLY TERMINUS OF SAID CENTER LINE AND MARKED BY FOUND STREET MONUMENT; THENCE RUNNING NORTHEASTERLY ALONG SAID CENTER LINE OF MEDIO AVENUE, NORTH 46°47'08" EAST, A DISTANCE OF 24.39 FEET; THENCE LEAVING SAID CENTER LINE, SOUTH 43°12'52" EAST, A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK 1 AS SHOWN ON SAID MAP; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 1, SOUTH 50°36'54" EAST, A DISTANCE OF 151.26 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF SAID BLOCK 1 AND **THE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF BLOCK 1, RUNNING ALONG NORTHWESTERLY LINE OF SAID LOT 7, NORTH 46°47'08" EAST, A DISTANCE OF 14.38 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE OF LOT 7, SOUTH 50°59'08" EAST, A DISTANCE OF 25.23 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID SOUTHEASTERLY LINE OF LOT 7, SOUTH 46°47'08" WEST, A DISTANCE OF 14.54 FEET TO THE SOUTHWESTERLY LINE OF BLOCK 1 (5 M 58);

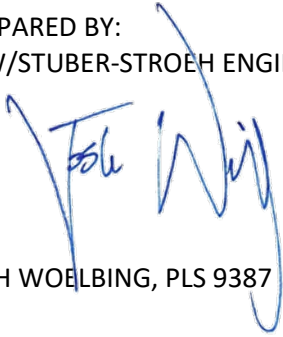
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BLOCK 1, NORTH 50°36'54" WEST, A DISTANCE OF 25.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF BLOCK 1 AND **THE POINT OF BEGINNING**.

SAID EASEMENT CONTAINING 361 SQUARE FEET MORE OR LESS.

HORIZONTAL DATUM IS CALIFORNIA STATE PLANE COORDINATE SYSTEM 1983 (CCS83), NORTH AMERICAN DATUM 1983 (NAD83), ZONE 3, EPOCH 2010.0000 PER GPS OPUS SOLUTION. COMBINATION SCALE FACTOR 0.99994288.

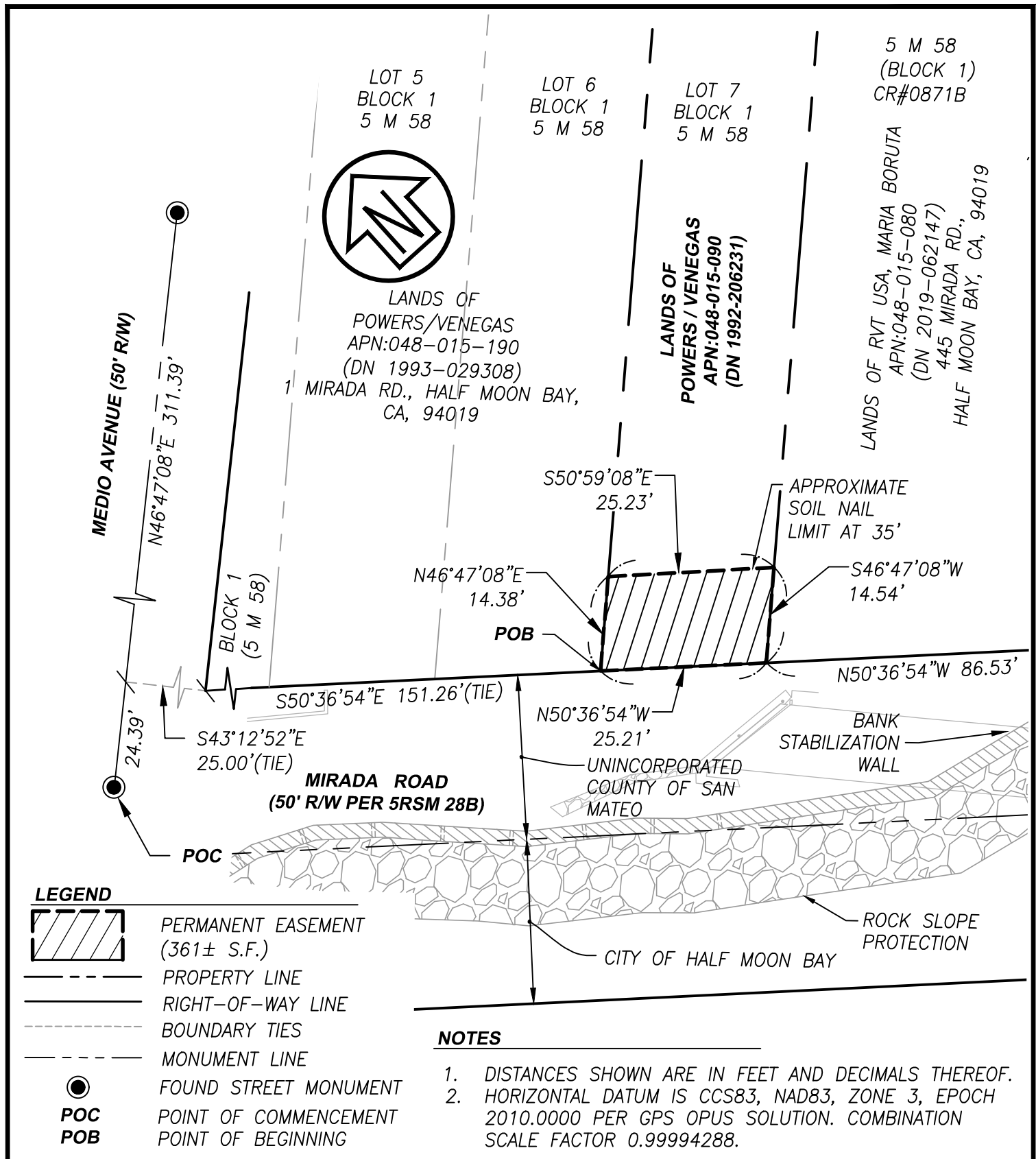
Rev.: 12/17/2021
Date: 12/10/2021
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PREPARED BY:
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Rev. 12/17/2021

Date: 12/10/2021

Job No. 4122700

Scale: 1" = 20'

MIRADA ROAD PEDESTRIAN BRIDGE REPLACEMENT
 PERMANENT EASEMENT
 1 MIRADA ROAD
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 HALF MOON BAY SAN MATEO COUNTY CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Easement Agreement dated as of _____, 2022, from **James Michael Powers & Diana E. Venegas-Powers**, husband and wife as community property, as Grantor, to the COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by the undersigned officer on behalf of the County of San Mateo pursuant to the authority conferred by the Board of Supervisors of the County of San Mateo on _____, 2022, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

By: _____
Michael P. Callagy, County Executive

Relates to portion of APN: 048-015-190 & 048-015-090