

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of San Mateo
330 W. 20th Avenue
San Mateo, California 94403

[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. 20th 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:

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



DATE

9/13/19



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'

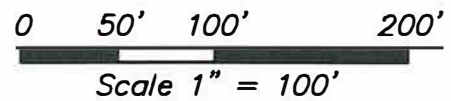
S1°32'14"E (R)

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
- 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 "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'

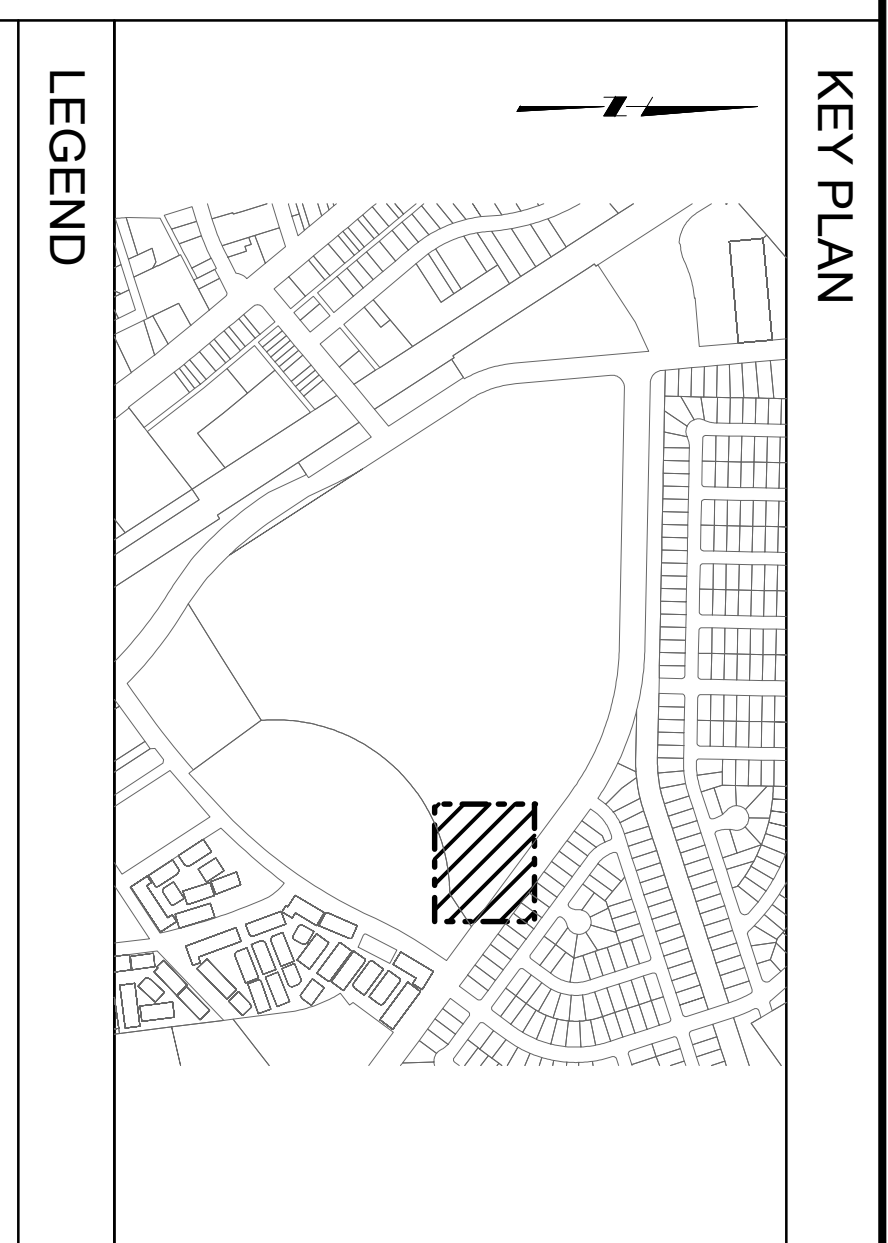
HORIZONTAL SCALE:
SCALE IN FEET
0 20 40

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

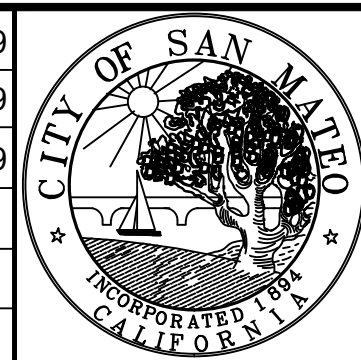
TREES	BOTANICAL / COMMON NAME	CONT.	QTY
	PINUS CANARIENSIS / CANARY ISLAND PINE	24" BOX	9



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

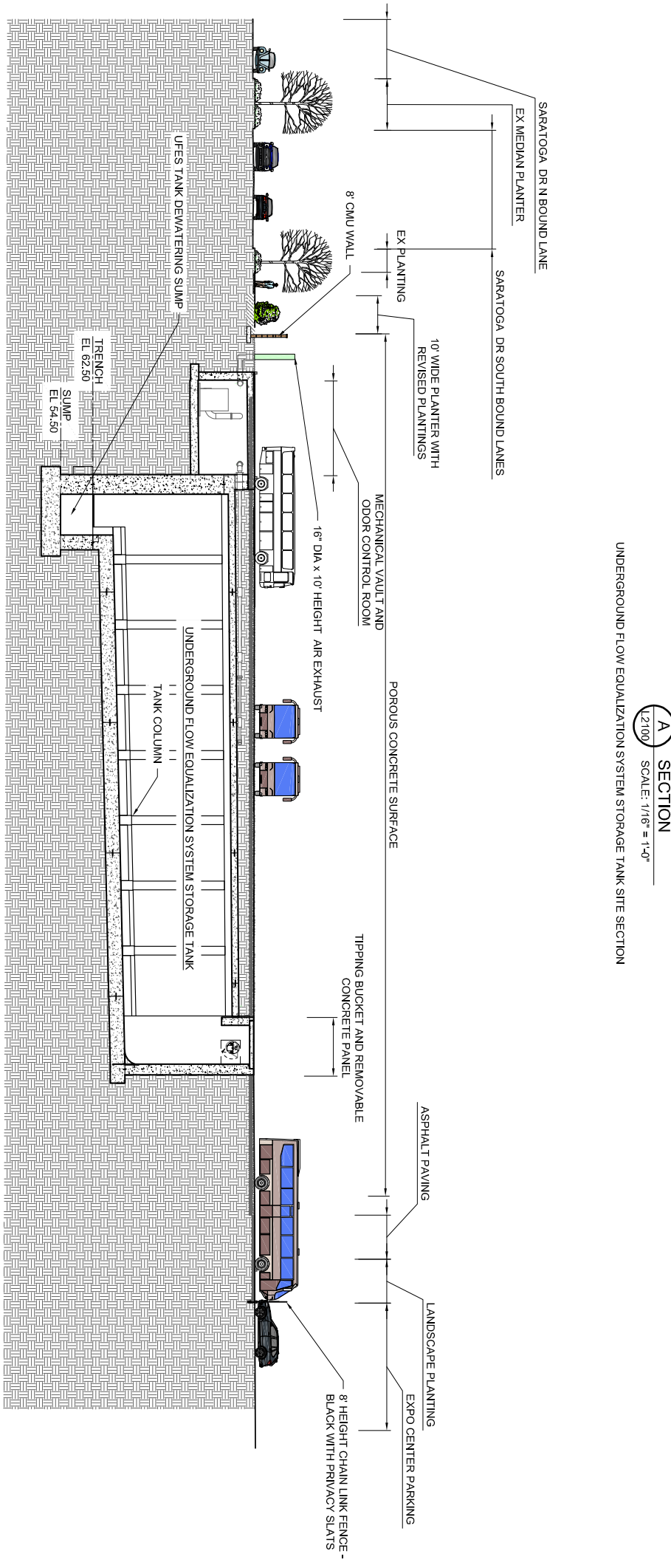
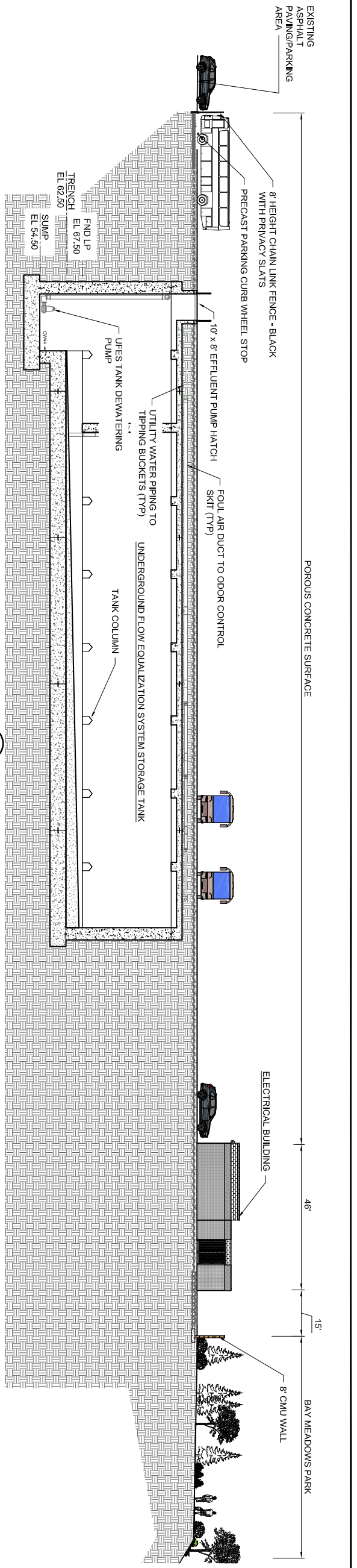
SHEET X OF 165

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

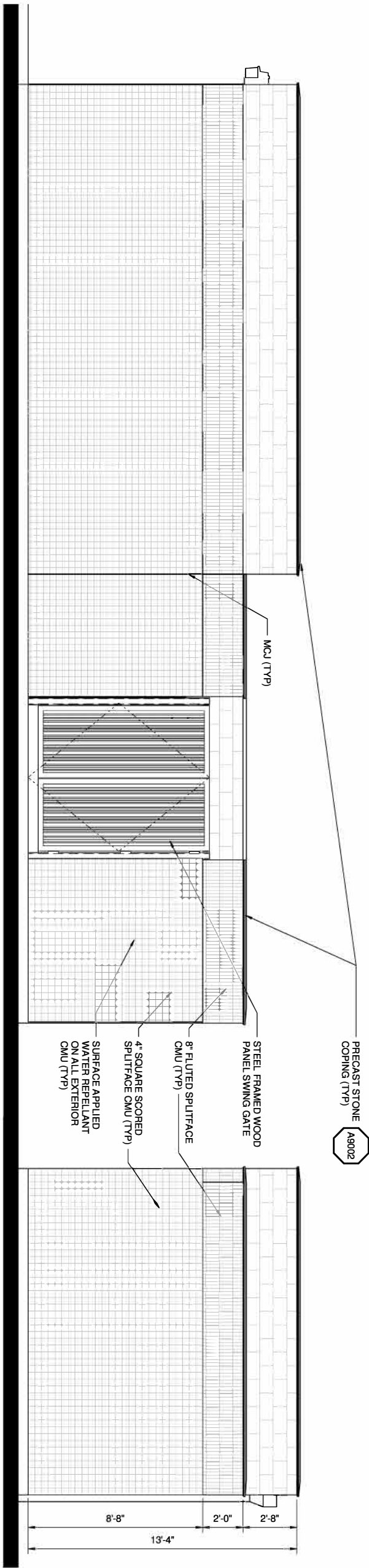
SHEET XX OF XX

EXHIBIT "A-2" - PROJECT SITE PLANS

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

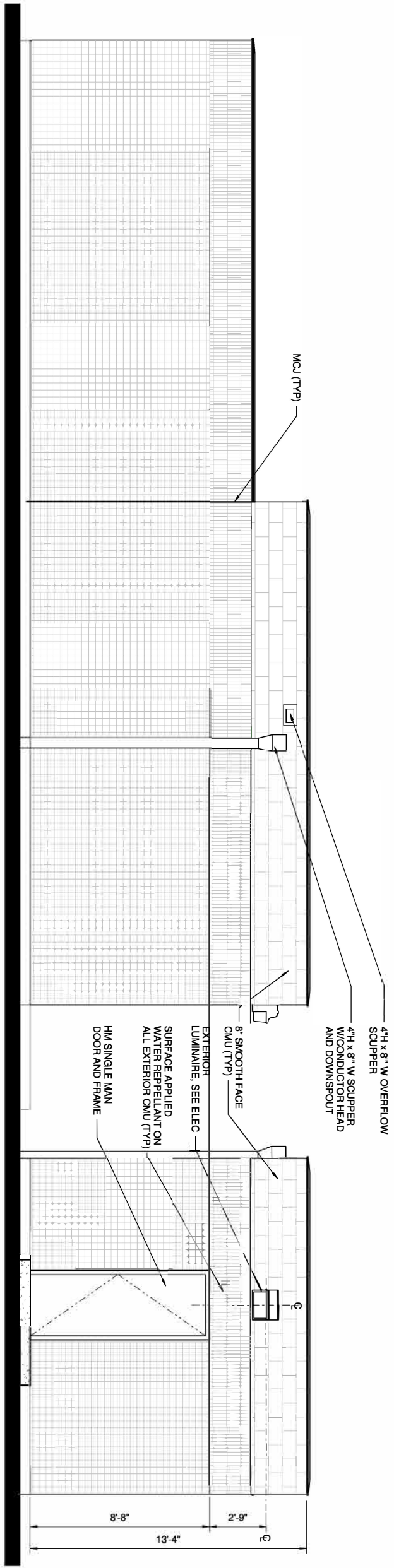
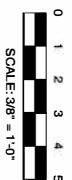
USER : EN

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



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

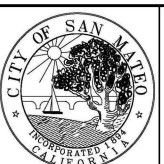
EAST ELEVATION
SCALE: 3/8" = 1'-0"



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