

EASEMENT DEDICATION AGREEMENT

THIS EASEMENT DEDICATION AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT, a special district (hereinafter the "DISTRICT") governed by the COUNTY OF SAN MATEO Board of Supervisors (hereinafter the "Governing Board"), and JEFFERSON 10 INVESTORS LP, a California limited partnership (hereinafter referred to as the "OWNER") with reference to the following:

WHEREAS, OWNER is the owner of Assessor's Parcel Number 068-211-020, also known as 900 Fallen Leaf Way, Redwood City, in unincorporated San Mateo County, California (hereinafter the "Property"); and

WHEREAS, DISTRICT is the owner of two (2) existing sanitary sewer easements encumbering the Property that were originally vested in the County of San Mateo for the benefit of the DISTRICT to construct and maintain District's sanitary sewer facilities through the Property; and

WHEREAS, OWNER has requested to dedicate, and DISTRICT desires to accept, a new sanitary sewer easement vested in DISTRICT encumbering the Property, which easement (hereinafter referred to as the "New Sanitary Sewer Easement") is described and shown on Exhibits "A" and "B" attached hereto and incorporated herein by reference; and

WHEREAS, OWNER has requested to dedicate, and DISTRICT desires to accept, a new sanitary sewer access easement vested in DISTRICT encumbering the Property, which easement (hereinafter referred to as the "New Sanitary Sewer Access Easement") is described and shown on Exhibits "C" and "D" attached hereto and incorporated herein by reference; and

WHEREAS, the New Sanitary Sewer Easement and New Sanitary Sewer Access Easement are required for DISTRICT use and shall be referred to collectively hereinafter as the "New Easements".

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEDICATION OF PROPERTY INTERESTS: DISTRICT and OWNER have determined that the property interests to be dedicated by OWNER to DISTRICT according to the terms and conditions herein are of mutual benefit to both OWNER and DISTRICT and that no financial consideration shall be provided by either party, and that the transfer of interests described herein shall constitute consideration for this Agreement. Subject to the terms and conditions contained in this Agreement, OWNER agrees to transfer to DISTRICT ownership of the described property interests, subject to the following:

OWNER hereby agrees to convey to DISTRICT the permanent New Easements

by Easement Deed (hereinafter the "Easement Deed") in a form substantially similar to Attachment 1 attached hereto and incorporated herein by reference.

This Agreement is subject to approval by DISTRICT'S Governing Board, which is an express condition precedent to DISTRICT's duty to perform.

2. OWNER OBLIGATIONS AND SUBORDINATION:

(a) Upon OWNER'S execution of this Agreement and execution and acknowledgement of the Easement Deed, OWNER shall deliver such documents to DISTRICT for execution of the Agreement and acceptance of the Easement Deed.

(b) OWNER shall obtain subordination of any lien, debt, or deed of trust encumbering the Property to DISTRICT'S New Easements. Such subordination shall be recorded simultaneously with the Easement Deed for the New Easements.

3. DISTRICT OBLIGATIONS: Within ten (10) business days following execution of this Agreement by DISTRICT, DISTRICT shall deliver the fully-executed Agreement and the Easement Deed with signed Certificate of Acceptance to the Escrow Holder.

4. ESCROW AND FEES:

(a) Escrow shall be opened with Senior Escrow Officer Ron DeChaine at Lawyer's Title Company, 530 El Camino Real, San Carlos, CA 94070 ("Escrow Holder"), with escrow instructions to be based upon the terms and conditions set forth herein, and DISTRICT shall deliver a copy of this Agreement to the Escrow Holder.

(b) The Close of Escrow shall be within thirty (30) days of the opening of escrow, or such other date as the parties hereto shall mutually agree in writing.

(c) DISTRICT and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. On behalf of DISTRICT, the DISTRICT's Governing Board authorizes the County of San Mateo Real Property Manager, or designee, to execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction.

(d) This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

(f) The "Close of Escrow" is defined as:

- (i) The recordation of the Easement Deed with Certificate of Acceptance attached; and
- (ii) The recordation of any Subordination Agreement(s) or other documents subordinating any loans, liens, and/or deeds of trust encumbering the Property to the DISTRICT's interest in the New Easements.

(g) The Escrow Officer shall be obligated as follows:

- (i) To provide a current preliminary title report covering the Property; and
- (ii) To record documents at Close of Escrow in an order that ensures subordination of any loans, liens, and/or deeds of trust to DISTRICT'S New Easements; and
- (iii) To issue to DISTRICT a California Land Title Association policy of title insurance for DISTRICT'S interest in the New Easements.

(h) Escrow, title and other fees shall be paid as follows:

- (i) OWNER shall pay Escrow Holder's fees at the close of escrow;
- (ii) OWNER shall pay all recording fees, including the documentary stamp tax, if any, incurred in the recordation of the above documents;
- (iii) OWNER shall pay for a Standard California Land Title Association policy of title insurance covering the New Easements being conveyed to DISTRICT.

5. TITLE AND DEED: The property interest in the New Easements conveyed by OWNER to DISTRICT is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to OWNER, except covenants, conditions, restrictions, and reservations of record approved by DISTRICT.

6. GOOD FAITH DISCLOSURE: OWNER has made and shall make good faith disclosure to DISTRICT of any and all known facts, findings, or information regarding the areas that are the subject of this Agreement including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

7. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, the parties may also provide notices, documents, correspondence or such other communications by personal delivery, first class mail postage prepaid, or reputable overnight delivery service, and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

TO DISTRICT: County of San Mateo
Real Property Services
Attn: Don Grady
555 County Center, 4th floor
Redwood City, CA 94063
Phone: (650) 363-4047
Email: dgrady@smcgov.org

TO OWNER: Eric Zweig
Director of Planning
Edenbridge Homes
21771 Stevens Creek Blvd., Ste. 200A
Cupertino, CA 95014-1175
Tel: (669) 231-4240
Email: eric@edenbridgehomes.com
Fax: (669) 231-4250

8. **TERMINATION:** OWNER and DISTRICT shall have the right to terminate this Agreement at any time prior to the recordation of any documents referenced in Section 4(f) of this Agreement by written notice to the other party to be effective immediately.

9. **WAIVER:** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

11. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, 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. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

12. SECTION HEADINGS: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

13. REAL PROPERTY DOCUMENTS: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Agreement.

14. SUCCESSORS AND ASSIGNS: The rights under this Agreement shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

15. CERTIFICATION OF SIGNATORY(IES): OWNER represents and warrants that it is the sole owner of the Property or sole authorized party to execute this Agreement and that no additional signatures are required to carry out the duties contemplated herein.

16. AGREEMENT APPROVAL: This Agreement is subject to the approval of the DISTRICT's Governing Board. Execution of this Agreement by the President, or designee, of the DISTRICT's Governing Board shall evidence said approval by said Governing Board.

17. EXECUTION IN COUNTERPARTS: The Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, DISTRICT and OWNER have executed this Easement Dedication Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the DISTRICT.

"DISTRICT"
EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT,
a special district


By: _____

Warren Slocum, President
Board of Supervisors
Ex-Officio Governing Board

Date: _____

"OWNER"
JEFFERSON 10 INVESTORS LP,
a California limited partnership

By: Edenbridge Land and Cattle LLC,
a California limited liability company
Its: General Partner

By:  _____

Print Name: Patrick J. Geary
Title: Managing Member

Date: 7/14/2020

Exhibits "A" and "B"
New Sanitary Sewer Easement

**EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT**

All that certain real property situate in the unincorporated County of San Mateo, State of California, being a portion of Parcel One of the lands of Jefferson 10 Investors LP as described in the grant deed recorded June 6, 2018, as Document Number 2018-043844, Official Records of the County Recorder of said County and State; said portion of Parcel One being more particularly described as follows:

BEGINNING at a point on the easterly boundary line of said Parcel One, distant thereon South 19°54'15" East, 135.04 feet from the easterly corner of said Parcel One;

Thence along said boundary line South 19°54'15" East, 0.58 feet to the northeasterly corner of the County of San Mateo sanitary sewer easement described as Parcel 5-2107-2 in the grant deed recorded November 22, 1983, as Document Number 83129756, said Official Records;


Thence along the northerly line of said County sanitary sewer easement North 71°16'37" West, 10.76 feet to the southeasterly corner of the County of San Mateo sanitary sewer easement described in the grant deed recorded July 16, 1984, as Document Number 84077422, said Official Records;

Thence along the easterly line of last said easement North 31°42'37" West, 12.36 feet;

Thence leaving said easterly line South 51°30'31" East, 21.57 feet to the POINT OF BEGINNING.

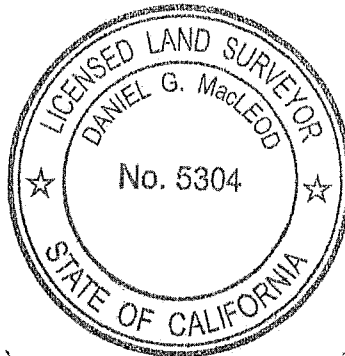
As shown on Exhibit B, the plat attached hereto and made a part hereof.

Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

 JUNE 9, 2020
Date



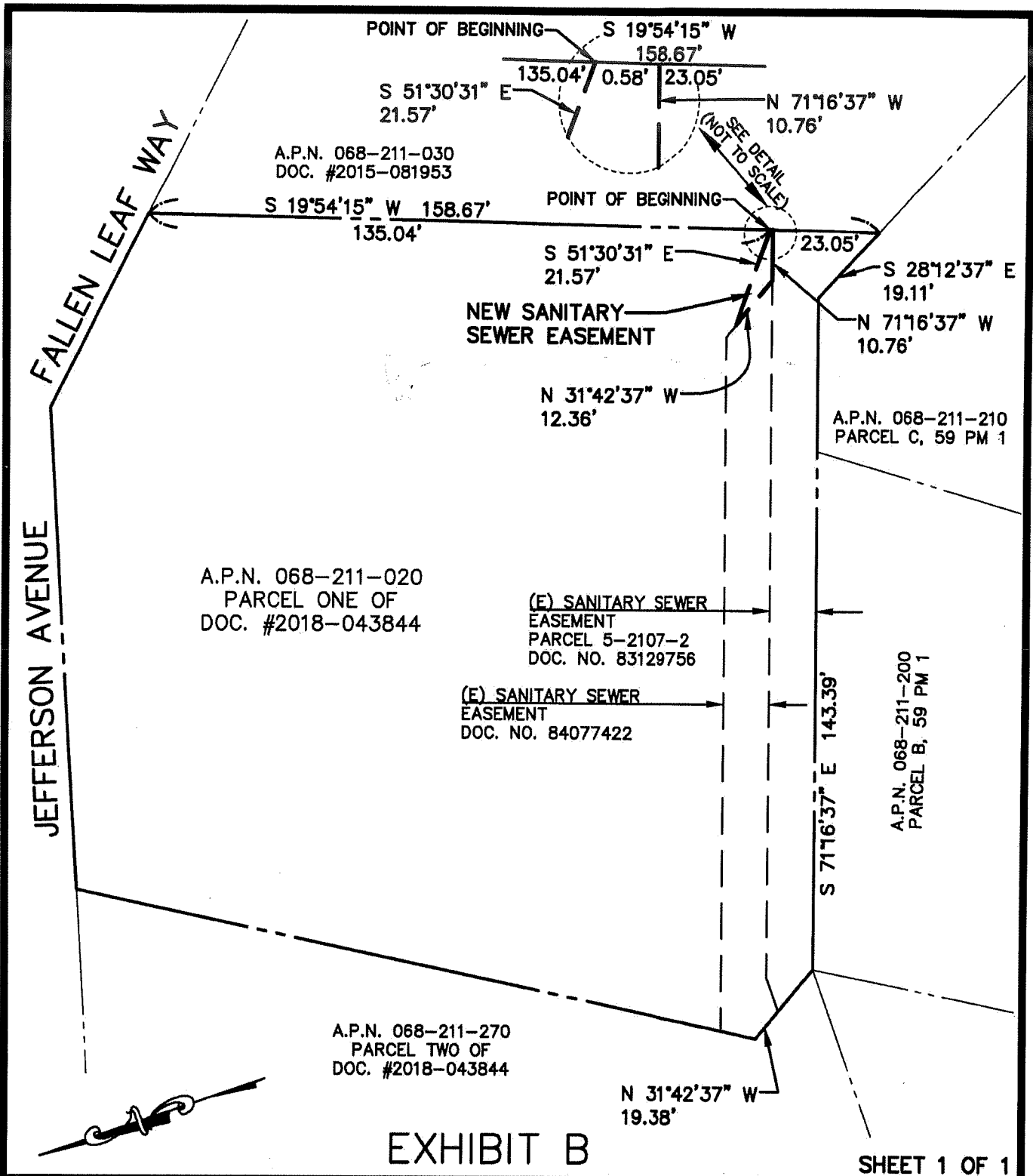
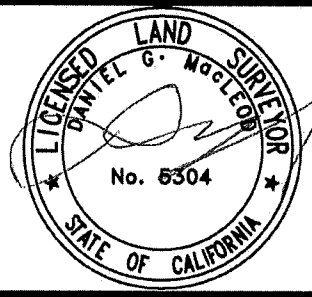


EXHIBIT B

SHEET 1 OF 1



**TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT**
UNINCORPORATED SAN MATEO COUNTY CALIFORNIA

PREPARED FOR: EDENBRIDGE HOMES	PLAT: DJK	CHECKED: DGM	SCALE: 1" = 30'	DATE: 06/09/20	JOB #: 3044-08
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MACLEOD AND ASSOCIATES
CIVIL ENGINEERING • LAND SURVEYING
965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

Exhibits "C" and "D"
New Sanitary Sewer Access Easement

**EXHIBIT C
LEGAL DESCRIPTION
SANITARY SEWER ACCESS EASEMENT**

All that certain real property situate in the unincorporated County of San Mateo, State of California, being a portion of Parcel One of the lands of Jefferson 10 Investors LP as described in the grant deed recorded June 6, 2018, as Document Number 2018-043844, Official Records of the County Recorder of said County and State; said portion of Parcel One being more particularly described as follows:

BEGINNING at the easterly corner of said Parcel One;

Thence along the easterly boundary line of said Parcel One South 19°54'15" West, 116.80 feet;

Thence leaving said boundary line South 52°17'49" West, 17.80 feet;

Thence North 51°30'31" West, 11.51 feet to the easterly line of the County of San Mateo sanitary sewer easement described in the grant deed recorded July 16, 1984, as Document Number 84077422, said Official Records;

Thence along said easterly line North 31°42'37" West, 3.34 feet to the northeasterly corner of said easement;

Thence North 52°17'49" East, 11.78 feet to the beginning of a tangent curve to the left having a radius of 14.50 feet;

Thence northeasterly along said curve through a central angle of 32°23'34" a distance of 8.20 feet;

Thence tangent from said curve North 19°54'15" East, 23.33 feet;

Thence North 70°05'45" West, 3.50 feet;

Thence North 19°54'15" East, 93.73 feet to the northeasterly boundary line of said Parcel One;

Thence along said boundary line South 44°18'45" East, 19.99 feet to the POINT OF BEGINNING.

As shown on Exhibit D, the plat attached hereto and made a part hereof.

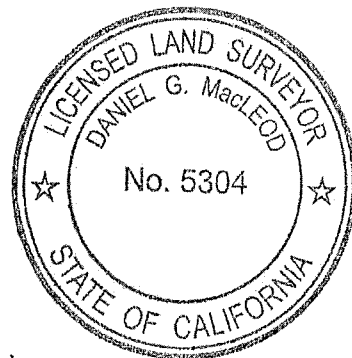
Description prepared by MacLeod and Associates, Inc.


Daniel G. MacLeod

L.S. 5304

Date

JUNE 9, 2020



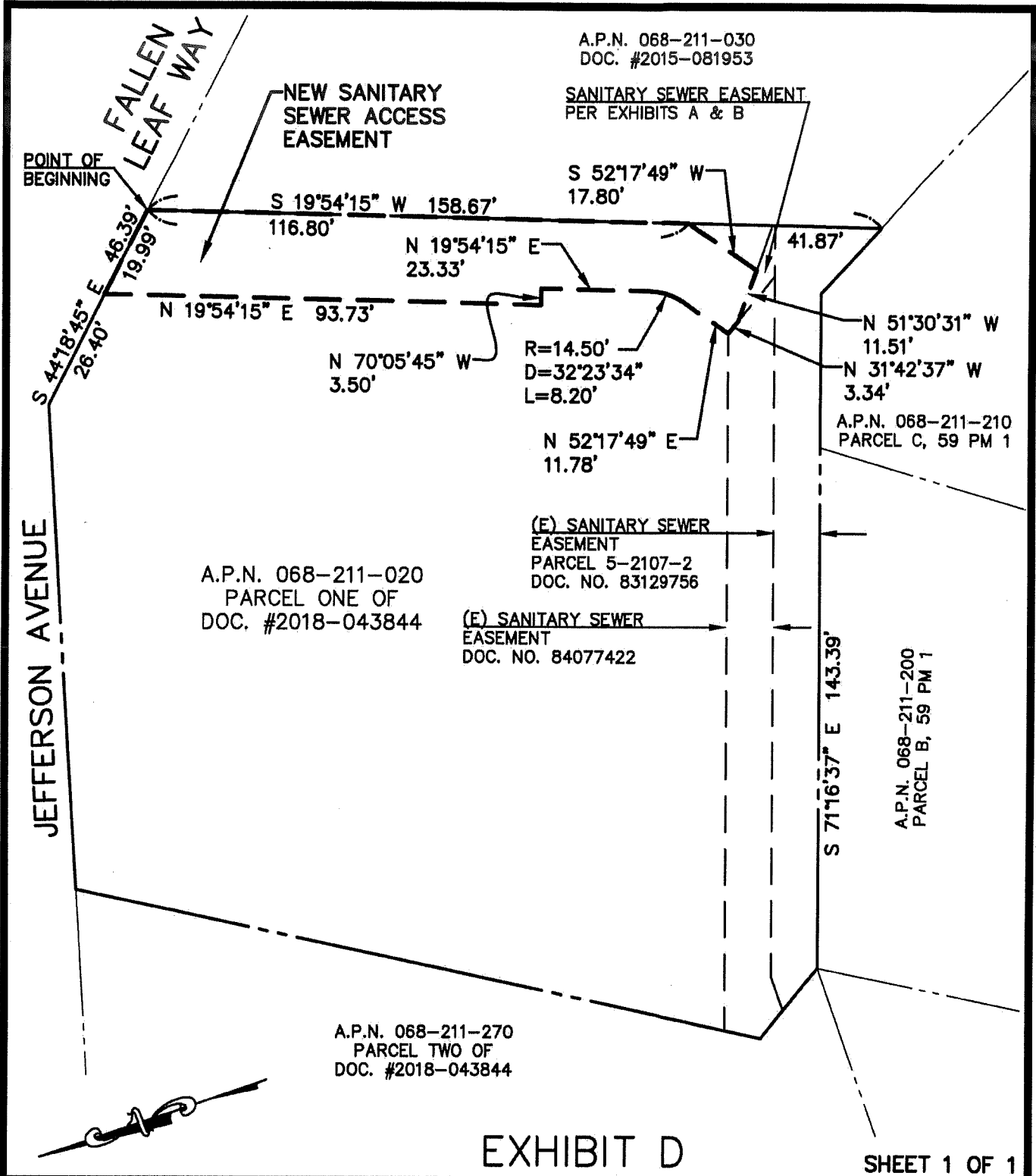
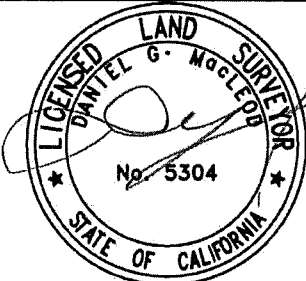


EXHIBIT D

SHEET 1 OF 1



TITLE: PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SANITARY SEWER ACCESS EASEMENT
 UNINCORPORATED SAN MATEO COUNTY CALIFORNIA

PREPARED FOR: EDENBRIDGE HOMES	PLAT: DJK	CHECKED: DGM	SCALE: 1" = 30'	DATE: 06/09/20	JOB #: 3044-08
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MacLEOD AND ASSOCIATES
 CIVIL ENGINEERING • LAND SURVEYING
 965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

Attachment 1
Easement Deed
(See Following Pages)

WHEN RECORDED RETURN TO:

**REAL PROPERTY SERVICES DIVISION
COUNTY OF SAN MATEO
555 County Center, 4th Floor
Redwood City, CA 94063**

**NO FEE DOCUMENT Per Gov. Code 6103
NO Doc. Transfer Tax Per R & T Code 11922**

THIS SPACE FOR RECORDER'S USE ONLY

Escrow No. _____
APNs: 068-211-020 (portion)
Property Address: 900 Fallen Leaf Way, Redwood City, CA 94062

**DEED OF EASEMENT
AND DEDICATION**

THIS DEED OF EASEMENT AND DEDICATION is made this ____ day of _____,
2020, BETWEEN

JEFFERSON 10 INVESTORS LP, a California limited partnership, (hereinafter referred to as
"Grantor"), AND

EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT, a special district (hereinafter
referred to as "Grantee").

WHEREAS, Grantor is the owner of that certain property situated in the County of San Mateo
currently referred to as Assessor's Parcel Number 068-211-020, and also known as 900 Fallen
Leaf Way, Redwood City, California (hereinafter the "Property"); and

WHEREAS, certain sanitary sewer lines, pipes, manholes and other appurtenances were
installed and constructed over, under, upon and through a portion of the Property in accordance
with specifications of Grantee (the "Sewer Facilities"); and

WHEREAS, Grantor desires to dedicate to Grantee, which desires to accept, a permanent
sanitary sewer easement and right of way over, under, upon and across at any time without
notification all that real property situated in unincorporated County of San Mateo, State of California,
described and shown in **EXHIBITS "A" (legal description) and "B" (plat) attached hereto and
made a part hereof** (the "New Sanitary Sewer Easement Area"); together with the perpetual right
of ingress to and egress from said New Sanitary Sewer Easement Area over, under, upon and
across at any time without notification all that real property situated in unincorporated County of
San Mateo, State of California, described and shown in **EXHIBITS "C" (legal description) and
"D" (plat) attached hereto and made a part hereof** (the "New Sanitary Sewer Access Easement

Area”), for the purpose of exercising and performing all of the rights and privileges herein granted; and

WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept, all of Grantor’s right, title and interest in and to the Sewer Facilities installed within the New Sanitary Sewer Easement Area.

NOW THEREFORE, intending to be legally bound hereby, and for good consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree and covenant as follows:

1. The recitals above are hereby incorporated by reference and made a part hereof as if set forth in full.
2. Grantor hereby grants and conveys to Grantee a permanent sanitary sewer easement (the “New Sanitary Sewer Easement”) over, under, upon and through the New Sanitary Sewer Easement Area for sanitary sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as Grantee shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across the New Sanitary Sewer Easement Area at any time without notification, for the purpose of exercising and performing all of the rights and privileges herein granted.
3. Grantor additionally grants and conveys to Grantee title to the Sewer Facilities located within the New Sanitary Sewer Easement Area.
4. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive access easement and right of ingress to and egress from the Property (the “New Sanitary Sewer Access Easement”) for the purposes of maintaining the Sewer Facilities. The New Sanitary Sewer Access Easement is limited to ingress and egress only and shall not be used to extend the New Sanitary Sewer Easement in any manner without the prior written consent of Grantor.
5. Any use of the New Sanitary Sewer Easement Area or New Sanitary Sewer Access Easement Area by Grantor or assignees or successors in interest, except for use as: (i) lawn or similar groundcover or (ii) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of, Grantee. Any allowable uses shall not be installed in a manner that will impede vehicular access in the New Sanitary Sewer Access Easement Area or New Sanitary Sewer Easement Area by Grantee for maintenance purposes. Other than said allowable uses, each use proposed by Grantor must be acceptable to Grantee’s authorized administrator or the Director of the County of San Mateo’s Department of Public Works (collectively referred to hereinafter as “Grantee’s Representative”), and approved in writing, prior to such construction on or use of the New Sanitary Sewer Easement Area or New Sanitary Sewer Access Easement Area by the Grantor. For such approval, the Grantor shall contact the Grantee, or successor. Any use within the New Sanitary Sewer Easement Area or New Sanitary Sewer Access Easement Area not approved by Grantee’s Representative shall not in any way limit Grantee’s rights granted herein. Even if Grantee’s Representative has approved the use, Grantee retains the right to remove all or any part of the approved use to allow Grantee to use the New Sanitary Sewer Easement or New

Sanitary Sewer Access Easement at any time pursuant to Grantee's rights granted herein. Grantee shall not be liable for any cost for the removal or replacement of improvements constructed by Grantor within the New Sanitary Sewer Easement Area or New Sanitary Sewer Access Easement Area.

6. Grantor and Grantee, as those words are used herein, shall include the parties hereto and their respective successors and assigns.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has executed this Deed of Easement and Dedication on the day and year first written above.

Grantor:

JEFFERSON 10 INVESTORS LP,
a California limited partnership

By: Edenbridge Land and Cattle LLC,
a California limited liability company
Its: General Partner

By: _____

Print Name: Patrick J. Geary
Title: Managing Member

ACKNOWLEDGMENT

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

State of California

County of _____

On _____, _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the DEED OF EASEMENT AND DEDICATION dated _____, 2020, from JEFFERSON 10 INVESTORS LP, a California limited partnership, as Grantor, to EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT, a special district, as Grantee, is hereby accepted by order of the Board of Supervisors of San Mateo County, acting as the Governing Board of the Emerald Lake Heights Sewer Maintenance District on _____, 2020, pursuant to authority conferred by resolution adopted on _____, 2020, and the Emerald Lake Heights Sewer Maintenance District consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2020

EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT

By: _____
Michael P. Callagy, County Manager/
Clerk of the Board of Supervisors