

OPTION AGREEMENT FOR PURCHASE OF EASEMENT

This Option Agreement for Purchase of Easement ("Agreement") is made by and between the City of San Mateo ("City") and the County of San Mateo ("County"), effective as of the date executed by the parties.

RECITALS

WHEREAS, County is the record owner of an approximately 47-acre parcel situated at 2495 South Delaware Street in the City of San Mateo, known commonly as the San Mateo County Event Center ("Event Center Parcel"); and

WHEREAS, County is willing to sell a permanent easement across the Event Center Parcel to the City for the purposes of constructing, operating, and maintaining a below-ground storage basin used to equalize wastewater flows within the City's sewer collection system during wet weather periods and appurtenant pipeline(s); and

WHEREAS, City identified the Event Center Parcel as one of several potential sites for such a storage basin in the Final Programmatic Environmental Impact Report for the City's Clean Water Program, which was certified by the San Mateo City Council on June 6, 2016; and

WHEREAS, after public outreach efforts, community meetings, and study sessions before the City Council, the City Council directed City staff to undertake further evaluation of two sites, the Event Center Parcel and the City of San Mateo's corporation yard, for the storage basin(s); and

WHEREAS, City agrees to compensate County for an exclusive option to purchase such permanent easements if the City determines, in its sole discretion, that the Event Center Parcel would be a suitable and acceptable location for such a storage basin; and

WHEREAS, at such time that City exercises its option, this Agreement will be superseded and replaced by an easement agreement defining and specifying the parties' rights and obligations as substantially defined in Section 7 (Scope of Easement(s) for Storage Basin) below and associated transaction documents to be signed by the parties.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. Grant of Option. County hereby grants to City the exclusive option and right to acquire a permanent easement encumbering the Event Center Parcel, as well as the necessary temporary construction easements (TCE), all subject to and in accordance with the terms and conditions of this Agreement.

2. Location of Easements. The proposed locations of the easements to be acquired by the City from the County are set forth on the plat attached to this Agreement as Exhibit A. Prior to the City exercising the option contemplated in this Agreement, the City shall provide a detailed American Land Title Association Survey (ALTA Survey) to the County to demonstrate no other easements or utilities are located within the easement boundaries. Should the ALTA Survey identify existing easements within the proposed easement boundaries, City shall design any future projects in a manner that preserves existing utilities.

3. Option Payment. In consideration for the exclusive right to acquire said easements, City shall pay to County ONE HUNDRED THOUSAND DOLLARS (\$100,000) as required herein (referred to herein as the "Option Payment").

In the event City exercises its option pursuant to the terms of this Agreement, the Option Payment shall be allocated toward the purchase of the easement.

4. Option Term. This Agreement shall remain in full force and effect until it expires THIRTY-SIX (36) MONTHS after the execution of this Agreement, unless extended by the parties. Further, this Agreement shall terminate immediately upon a determination by City that the Event Center Parcel is not a suitable location for the overflow storage basin project. City agrees to provide written notice to County within five (5) business days of such a determination. City may terminate this Agreement at any time and for any reason during the Option Term, provided such termination shall not entitle City to a refund of the Option Payment. This Agreement shall automatically terminate at closing (as described in Section 10, below) upon receipt by City of the fully executed and acknowledged Easement Agreement and related documents from County, in form reasonably satisfactory to both parties.

5. Use of Event Center Property by City During Option Term.

City shall have the right to access across Event Center Parcel as reasonably necessary to access both the temporary and permanent easement locations and to perform investigative activities within the potential easement locations (as identified on Exhibit A). Authorized activities include environmental investigations, photographing, surveying, drilling and sampling of groundwater, installation of standpipe wells and associated pump testing, geotechnical studies and borings, soil sampling and testing, utility potholing and other subsurface utility engineering investigations, and other similar reasonable site investigation activities. City will be responsible for properly abandoning any drill holes and restoring the property to original or similar condition during the Option Term where disturbed or damaged by City activities. City shall obtain any and all required federal, State, and local permits, at City's cost, to conduct such activities, and shall comply with all federal, state, and local rules, laws, codes, regulations, and ordinances.

City shall provide reasonable notice prior to entering onto the Event Center Parcel. City will provide a minimum of 2 weeks' notice (14 calendar days) to the Event Center (Dana Stoehr, Chief Executive Officer; 650-574-3247 x305) prior to the date access is needed to allow time for Event Center to arrange for relocation of obstructions if necessary to accommodate City activities. Event Center shall promptly notify City if it believes the site cannot be cleared by the requested date to minimize impacts to City for rescheduling site activities. City is not authorized

to conduct any investigative activities during the months of May and June each year due to large events (such as the San Mateo County Fair and Maker Faire). At all times, City shall make all reasonable efforts to minimize the impact on Event Center operations, activities, and events.

6. Use of Event Center Property by County During Option Term

During the Option Term, the County will not construct, or permit construction of, any permanent features such as buildings or underground utility lines in the potential locations of the easements identified in Exhibit A, or otherwise improve the Event Center Parcel in a manner that would interfere with City's contemplated use of the easements, unless such features or improvements are an authorized exercise of rights held under an easement existing as of the date of execution of this Agreement. Except as authorized by existing easements, any temporary features installed or constructed within the potential easement locations will be removed by the County at its expense to provide access for City activities in accordance with Section 5 herein.

County and Event Center shall have unobstructed access to the potential easement locations identified in Exhibit A for their exclusive use on weekends and for the full duration of the months of May and June each year for large events (such as the Maker Faire and County Fair). City may occupy the proposed easement locations for the activities described in Section 5 at any other time during the Option Term provided that notice is given as required herein. City will coordinate with Event Center (Dana Stoehr, Chief Executive Officer; 650-574-3247 x305) to minimize impacts to the Event Center's use of the area during the Option Term.

Construction or other activities by County or Event Center on or within areas outside the easement boundaries shall not be undertaken in such a way as to preclude or prevent the City from accessing the easements.

7. Scope of Easement(s) for Storage Basin.

A. Temporary Construction Easement

The lands and premises necessary for the construction of the pipeline, below-ground storage facility, and appurtenant structures will be located and referred to herein as the "Temporary Construction Easement Area #1", "Temporary Construction Easement Area #2", and "Temporary Construction Easement #4" or cumulatively as the "Temporary Construction Easements", and consists of the portion of the Event Center Parcel as depicted in Exhibit A. City shall compensate County for the cost of the Temporary Construction Easements as determined by a mutually agreed-upon licensed appraiser pursuant to Section 8, below.

The temporary construction easement rights shall substantially include the following: the right to access and occupy the easement areas for the purposes of constructing and commissioning a below-ground wastewater storage basin and pipeline(s) required to connect the basin to the City's wastewater collection system, and any ancillary equipment, and minor appurtenances located at ground level; and the right to remove and dispose of improvements installed by the City, and install, relocate or connect associated utilities. City will restore, or cause to be restored, the Temporary Construction Easement areas to approximately the condition existing on the date of this Agreement except for the alteration or removals as follows:

1. All other improvements removed within the proposed TCE area will be replaced in a like-kind manner as a cost of City's project.
2. Asphalt pavement and driveway will be replaced after project construction is complete in a condition that is equal to or greater than the paving project constructed by the County and Event Center.

B. Permanent Easement. The lands and premises where the pipeline, below-ground storage facility, and appurtenant structures will be located is referred to herein as the "Easement" or "Easements", and consists of the portion of the Event Center depicted as "Permanent Easement Areas #3" and "Permanent Easement Area #5" in Exhibit A.

The easement rights shall include the following: the perpetual right to construct, operate, inspect, maintain, and repair or replace a below-ground wastewater storage basin and pipeline(s) required to connect the basin to the City's collection system; the right to construct, operate, inspect, maintain, and repair or replace any ancillary equipment, and minor appurtenances located at ground level. City shall make all reasonable efforts to design and construct the project in a manner that locates all hatchways, electrical equipment, and any aboveground improvements in a manner so as to minimize the impact on Event Center operations. County and Event Center shall likewise inform City of any changes, or planned changes, in use or operation of the Event Center Parcel that could interfere with City's use of the Easements.

County and Event Center shall reserve the right to fully use and enjoy the Event Center Parcel in any manner that will not prevent, or interfere with, City's use of the storage basin, and except as otherwise limited herein. County shall covenant and agree not to construct, install or permit the construction or installation of any structures or objects of any kind upon or under the surface of the ground in the Easement, not to store or place any objects within the Easement, and not to change the elevation of the ground within the Easement, without the prior written consent of City, which may not be unreasonably withheld. To the extent the location of the Easement overlaps with any pre-existing easement, the grant of Easement hereunder shall be deemed non-exclusive only to the extent of such overlap.

City shall have the right to engage in all actions and activities consistent with the use of the rights and easements hereby granted including, but not limited to, the right to cut down, remove and keep cleared by such means as City deems desirable, at any and all times, trees, underbrush and vegetation as in the judgment of City may interfere with or endanger the operation or maintenance of said storage basin, pipeline, facilities or appurtenances, provided that City shall obtain any required federal, State, and local permits and comply with any applicable federal, State, or local rules, laws, codes, and ordinances. City shall have the right of ingress and egress over the Event Center Parcel at convenient points reasonably determined by City for the exercise of the rights and easements herein granted, provided, however, that said rights and easements must be exercised in a careful manner and any damage to such other real or personal property of County or Event Center, other than as contemplated herein, shall be borne by City. In exercising ingress and egress rights, City shall use reasonable judgment to minimize inconvenience to County and Event Center. City and County agree to negotiate in good faith to define City's right

to use Event Center Property outside of the Easements in excess of the rights described above, as well as the installation of an additional sewer connection(s) to serve the existing RV park use, and such terms shall be memorialized in a future easement agreement in the event City exercises its purchase option.

8. Purchase Price of Easement. The purchase price of the easement shall be determined by an appraisal performed by a real estate appraiser licensed in the State of California and deemed mutually acceptable to the parties. The amount of the Option Payment shall be ONE HUNDRED THOUSAND DOLLARS (\$100,000), and the Option Payment will be applied to the purchase of the easement.

City shall commission the appraisal report upon execution of the Agreement, and provide a draft appraisal report to County no later than ninety (90) days after execution of the Agreement. Upon approval by both parties, the identified value for the Temporary Construction Easements and Easements shall be accepted and memorialized in by written addendum to this Agreement.

9. Option Notice. City will provide County written notice of its intent to exercise the option at any time after the Effective Date and on or before 11:59 p.m. on the last day of the Option Term (the "Option Notice"). The Option Notice must be delivered to the County, with a copy to the San Mateo County Event Center, as specified below:

Michael Callagy, Assistant County Manager
400 County Center,
Redwood City, California 94063

And

Dana Stoeher, Chief Executive Officer
2495 S. Delaware Street,
San Mateo, California 94403

10. Closing. City and County may complete the transaction at any time up to ninety (90) days following the date of notice by the City of its intent to exercise its purchase option. Within ten (10) days of notice by the City of its intent to exercise its purchase option, City shall deposit the purchase funds in an escrow account. Within 60 days following the date of notice by the City, City and County shall jointly prepare transaction documents, including but not limited to (i) the Easement in executable form and incorporating the terms and conditions of this Agreement and such other terms and conditions as appropriate, if any, together with a plat in substantial conformance with Exhibit A; (ii) Escrow instructions containing payment directions, recording instructions, and any other such terms as appropriate, and deposit such documents in escrow.

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11. Indemnification. City shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description ("claims") resulting from this Agreement, the performance of any work or services associated with activities contemplated by the Agreement, anything related to the improvements or use

defined herein, or any other act or omission by City related to use of the Event Center Parcel, brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including City's employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any damage to real property, including claims for inverse condemnation, trespass, and nuisance;
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, City's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of City 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.

12. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. This Agreement is solely for the benefit of said parties and their respective successors and assigns and may not be enforced by, nor shall it be construed for the benefit of, any third party. City shall not assign this agreement or any portion of it to a third party without the prior written consent of County.

13. Liability Insurance. City shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect City and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from City's operations under this Agreement, whether such operations be by City, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

14. Governing Law. This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect, and performance. Any dispute arising out of this Agreement shall be venued in either the San Mateo

County Superior Court or in the United States District Court for the Northern District of California.

15. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document. A signature or notice sent by facsimile or via email file shall have the same force as an original signature or a physical written notice. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In the event that either party should discover and notify the other party of clerical errors with respect to this Agreement or the Transaction Documents, the notified party agrees to provide reasonable cooperation to the notifying party in supplementing and/or re-executing this Agreement and/or the Transaction Documents in a timely manner to give effect to the purpose and intent set forth herein.

16. Recording. City shall have the right to record a Memorandum of Option in the Office of the County Clerk-Recorder of San Mateo County.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date countersigned by County below.

Date:

COUNTY OF SAN MATEO

(Typed/Printed Name)

Its:

Date:

CITY OF SAN MATEO

Larry A. Patterson

Its: City Manager

ATTEST:

Patrice M. Olds, City Clerk



APPROVED AS TO FORM:

Deputy/County Counsel

APPROVED AS TO FORM:

Caio Arellano, Assistant City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY EASEMENT 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, 455.93 FEET TO
THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHWESTERLY LINE, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 37° 01' 18" WEST, 429.70 FEET,

2) SOUTH 74° 52' 44" WEST, 31.38 FEET, AND

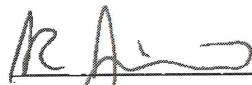
3) THENCE NORTH 00° 14' 21" EAST, 540.19 FEET TO A POINT ON SAID SOUTHWESTERLY
LINE, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING
A RADIUS OF 1000.00 FEET, FROM WHICH THE CENTER BEARS SOUTH 26° 24' 56" WEST;

THENCE ALONG SAID SOUTHWESTERLY LINE, ALONG THE ARC OF SAID CURVE,
THROUGH A CENTRAL ANGLE OF 09° 01' 39", FOR AN ARC LENGTH OF 157.56 FEET;

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

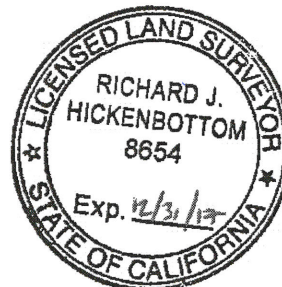
CONTAINING 83,285 SQUARE FEET OR 1.9120 ACRES, MORE OR LESS.

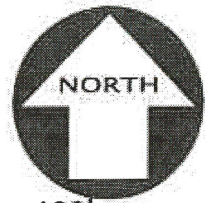
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



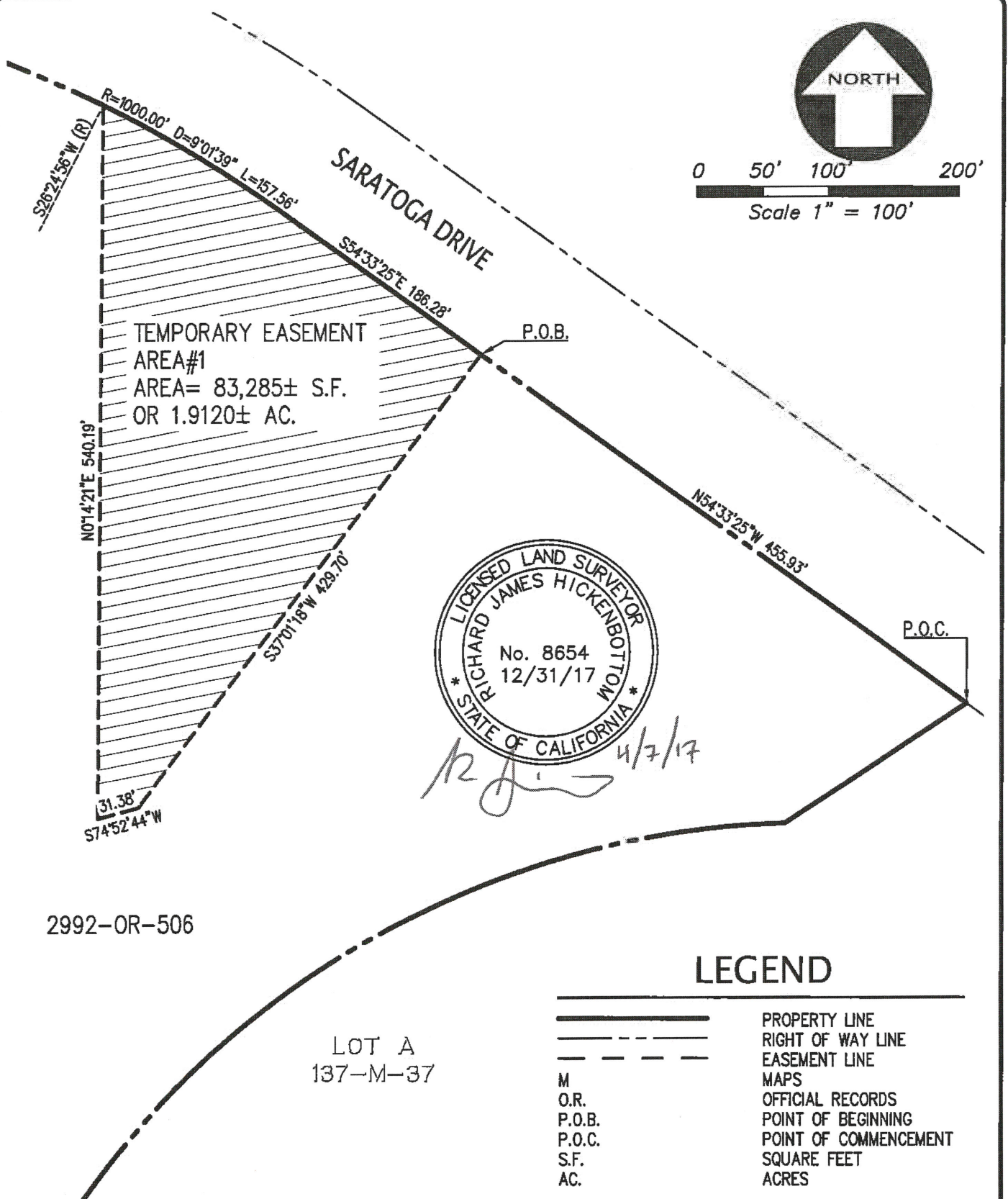
RICHARD JAMES HICKENBOTTOM, L.S. 8654
LICENSE EXPIRES 12-31-17

4/7/17
DATE





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



2992-OR-506

LOT A
137-M-37

LEGEND

	PROPERTY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	MAPS
	OFFICIAL RECORDS
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	SQUARE FEET
	ACRES



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
TEMPORARY EASEMENT
AREA #1
SAN MATEO, CALIFORNIA

DATE	APRIL 2017
SCALE	1" = 100'
BY	RJH
JOB NO.	A17535
SHEET	1 OF 1

AREA #1

North: 3686.2997' East: -651.7083'

Segment #1 : Line

Course: S37.0118W (dms) Length: 429.70'

North: 3343.2238' East: -910.4380'

Segment #2 : Line

Course: S74.5244W (dms) Length: 31.38'

North: 3335.0380' East: -940.7315'

Segment #3 : Line

Course: N00.1421E (dms) Length: 540.19'

North: 3875.2233' East: -938.4766'

Segment #4 : Curve

Length: 157.56' Radius: 1000.00'

Delta: 009.0139 (dms) Tangent: 78.94'

Chord: 157.40' Course: S59.0414E (dms)

Course In: S26.2456W (dms) Course Out: N35.2635E (dms)

RP North: 2979.6323' East: -1383.3550'

End North: 3794.3246' East: -803.4614'

Segment #5 : Line

Course: S54.3325E (dms) Length: 186.28'

North: 3686.3020' East: -651.7005'

Perimeter: 1345.10' Area: 83284.62 Sq. Ft.

Error Closure: 0.0081 Course: N73.2429E (dms)

Error North: 0.00231 East: 0.00777

Precision 1: 166062.96

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY EASEMENT 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 SAID SOUTHWESTERLY LINE, NORTH 54° 33' 25" WEST, 408.04 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, SOUTH 37° 01' 18" WEST, 144.48 FEET TO **THE POINT OF BEGINNING**;

THENCE SOUTH 00° 50' 39" WEST, 205.53 FEET;

THENCE SOUTH 88° 03' 27" WEST, 20.01 FEET;

THENCE SOUTH 00° 24' 15" WEST, 64.60 FEET TO A POINT ON A CURVE THAT IS CONCENTRIC WITH AND 20.00 FEET NORTHWESTERLY OF THAT CERTAIN 675.00 FOOT RADIUS CURVE ALONG THE WESTERLY LINE OF SAID LOT A, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 695.00 FEET, FROM WHICH THE CENTER BEARS SOUTH 27° 37' 31" EAST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 00' 12", FOR AN ARC LENGTH OF 169.86 FEET;

THENCE LEAVING SAID CONCENTRIC CURVE, NORTH 41° 37' 43" WEST, 30.00 FEET;

THENCE NORTH 00° 24' 15" EAST, 48.59 FEET;

THENCE NORTH 36° 40' 03" EAST, 119.04 FEET;

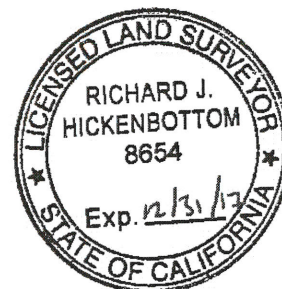
THENCE NORTH 29° 03' 02" EAST, 229.44 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 26,575 SQUARE FEET OR 0.6101 ACRES, MORE OR LESS.

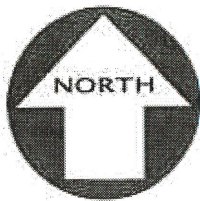
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD JAMES HICKENBOTTOM, L.S. 8654
LICENSE EXPIRES 12-31-17



4/10/17
DATE



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

SARATOGA DRIVE

2992-OR-506

P.O.B.

TEMPORARY EASEMENT
AREA #2
AREA= 26,575± S.F.
OR 0.6101± AC.

P.O.C.

N0°24'15"E
48.59'

N41°37'43"W
30.00'

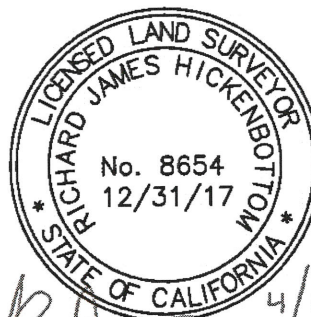
N36°40'03"E
119.04'

N29°03'02"E
228.44'

S0°24'15"W
64.60'

S88°03'27"W
20.01'

LOT A
137-M-37



LEGEND

—————	PROPERTY LINE
- - - - -	RIGHT OF WAY 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



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
TEMPORARY EASEMENT
AREA #2

SAN MATEO,

CALIFORNIA

DATE	APRIL 2017
SCALE	1" = 100'
BY	RJH
JOB NO.	A17535
SHEET	1 OF 1

AREA#2

North: 3528.7869' East: -649.8902'

Segment #1 : Line

Course: S00.5039W (dms) Length: 205.53'

North: 3323.2792' East: -652.9182'

Segment #2 : Line

Course: S88.0327W (dms) Length: 20.01'

North: 3322.6009' East: -672.9167'

Segment #3 : Line

Course: S00.2415W (dms) Length: 64.60'

North: 3258.0025' East: -673.3724'

Segment #4 : Curve

Length: 169.86' Radius: 695.00'

Delta: 014.0012 (dms) Tangent: 85.36'

Chord: 169.44' Course: S55.2223W (dms)

Course In: S27.3731E (dms) Course Out: N41.3743W (dms)

RP North: 2642.2332' East: -351.1100'

End North: 3161.7223' East: -812.7982'

Segment #5 : Line

Course: N41.3743W (dms) Length: 30.00'

North: 3184.1463' East: -832.7272'

Segment #6 : Line

Course: N00.2415E (dms) Length: 48.59'

North: 3232.7351' East: -832.3844'

Segment #7 : Line

Course: N36.4003E (dms) Length: 119.04'

North: 3328.2188' East: -761.2973'

Segment #8 : Line

Course: N29.0302E (dms) Length: 229.44'

North: 3528.7934' East: -649.8855'

Perimeter: 887.07' Area: 26575.07 Sq. Ft.

Error Closure: 0.0080 Course: N35.4307E (dms)

Error North: 0.00648 East: 0.00466

Precision 1: 110883.75

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT EASEMENT 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:

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 $56^{\circ} 52' 35''$ WEST, 165.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, FROM WHICH THE CENTER BEARS SOUTH $01^{\circ} 32' 14''$ EAST, AND
- 2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $20^{\circ} 18' 34''$, FOR AN ARC LENGTH OF 239.26 FEET TO THE FACE OF A CHAINLINK FENCE;

THENCE ALONG SAID CHAINLINK FENCE THE FOLLOWING THREE (3) COURSES:

- 1) NORTH $00^{\circ} 24' 15''$ EAST, 36.24 FEET,
- 2) SOUTH $88^{\circ} 03' 27''$ WEST, 51.04 FEET, AND
- 3) SOUTH $00^{\circ} 24' 15''$ WEST, 57.54 FEET TO A POINT ON SAID NORTHWESTERLY LINE, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, FROM WHICH THE CENTER BEARS SOUTH $26^{\circ} 36' 38''$ EAST;

THENCE ALONG SAID NORTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $15^{\circ} 01' 05''$, FOR AN ARC LENGTH OF 176.93 FEET;

THENCE NORTH $41^{\circ} 37' 43''$ WEST, 20.00 FEET TO A POINT ON A CURVE THAT IS CONCENTRIC WITH AND 20.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 695.00 FEET, FROM WHICH THE CENTER BEARS SOUTH $41^{\circ} 37' 43''$ EAST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $14^{\circ} 00' 12''$, FOR AN ARC LENGTH OF 169.86 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET WESTERLY OF SAID CHAINLINK FENCE;

THENCE ALONG SAID PARALLEL LINE, NORTH $00^{\circ} 24' 15''$ EAST, 64.60 FEET;

THENCE NORTH $88^{\circ} 03' 27''$ EAST, 20.01 FEET;

THENCE NORTH $00^{\circ} 50' 39''$ EAST, 205.53 FEET;

THENCE NORTH 37° 01' 18" EAST, 144.48 FEET TO A POINT ON THE SOUTHWESTERLY
LINE OF SARATOGA DRIVE;

THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 54° 33' 25" EAST, 408.04 FEET TO
THE POINT OF BEGINNING;

CONTAINING 96,397 SQUARE FEET OR 2.2130 ACRES, MORE OR LESS.

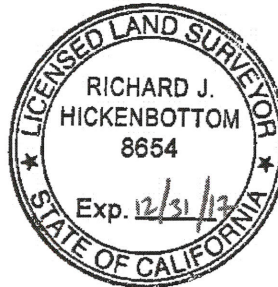
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

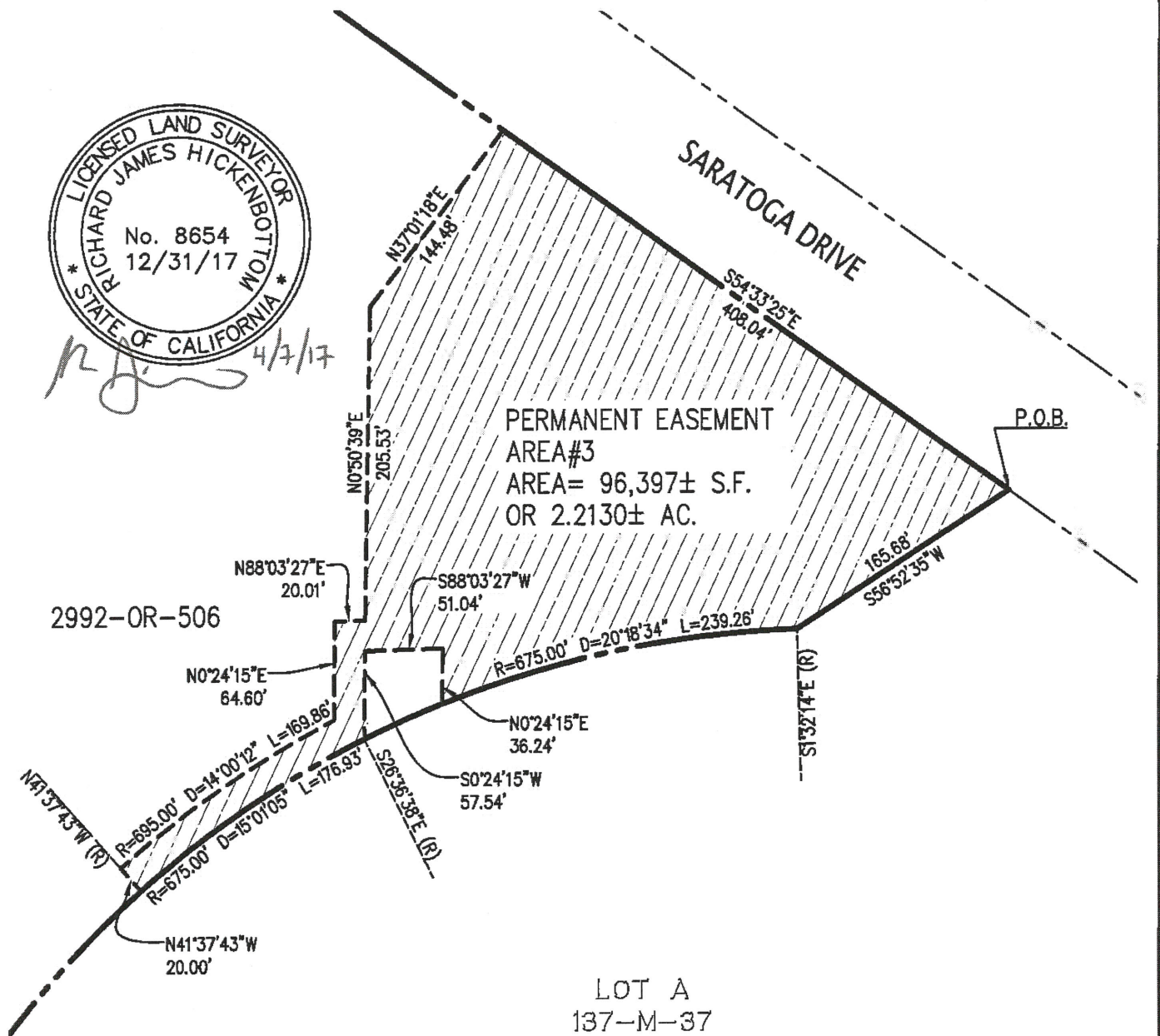


RICHARD JAMES HICKENBOTTOM, L.S. 8654
LICENSE EXPIRES 12-31-17

4/7/17

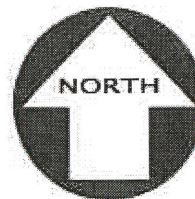
DATE





LEGEND

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



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



KIER & WRIGHT
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2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B" PERMANENT EASEMENT AREA #3

SAN MATEO,

CALIFORNIA

DATE	APRIL 2017
SCALE	1" = 100'
BY	RJH
JOB NO.	A17535
SHEET	1 OF 1

AREA #3

North: 3336.9839' East: -108.3006'

Segment #1 : Line

Course: S56.5235W (dms) Length: 165.68'

North: 3246.4485' East: -247.0565'

Segment #2 : Curve

Length: 239.26' Radius: 675.00'

Delta: 020.1834 (dms) Tangent: 120.90'

Chord: 238.01' Course: S78.1829W (dms)

Course In: S01.3214E (dms) Course Out: N21.5048W (dms)

RP North: 2571.6915' East: -228.9487'

End North: 3198.2150' East: -480.1324'

Segment #3 : Line

Course: N00.2415E (dms) Length: 36.24'

North: 3234.4541' East: -479.8768'

Segment #4 : Line

Course: S88.0327W (dms) Length: 51.04'

North: 3232.7240' East: -530.8874'

Segment #5 : Line

Course: S00.2415W (dms) Length: 57.54'

North: 3175.1855' East: -531.2933'

Segment #6 : Curve

Length: 176.93' Radius: 675.00'

Delta: 015.0105 (dms) Tangent: 88.97'

Chord: 176.42' Course: S55.5250W (dms)

Course In: S26.3638E (dms) Course Out: N41.3743W (dms)

RP North: 2571.6870' East: -228.9447'

End North: 3076.2269' East: -677.3469'

Segment #7 : Line

Course: N41.3743W (dms) Length: 20.00'

North: 3091.1762' East: -690.6329'

Segment #8 : Curve

Length: 169.86' Radius: 695.00'

Delta: 014.0012 (dms) Tangent: 85.36'

Chord: 169.44' Course: N55.2223E (dms)

Course In: S41.3743E (dms) Course Out: N27.3731W (dms)
RP North: 2571.6870' East: -228.9447'
End North: 3187.4564' East: -551.2072'

Segment #9 : Line
Course: N00.2415E (dms) Length: 64.60'
North: 3252.0548' East: -550.7515'

Segment #10 : Line
Course: N88.0327E (dms) Length: 20.01'
North: 3252.7331' East: -530.7530'

Segment #11 : Line
Course: N00.5039E (dms) Length: 205.53'
North: 3458.2408' East: -527.7249'

Segment #12 : Line
Course: N37.0118E (dms) Length: 144.48'
North: 3573.5947' East: -440.7311'

Segment #13 : Line
Course: S54.3325E (dms) Length: 408.04'
North: 3336.9750' East: -108.3040'

Perimeter: 1759.23' Area: 96396.53 Sq. Ft.
Error Closure: 0.0096 Course: S21.1034W (dms)
Error North: -0.00891 East: -0.00345
Precision 1: 183251.04

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY EASEMENT AREA #4

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 WESTERLY CORNER OF BLOCK 10, AS SAID BLOCK 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 NORTHEASTERLY LINE OF DELAWARE STREET;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 39° 45' 27" WEST, 20.14 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, NORTH 39° 45' 27" WEST, 30.12 FEET;

THENCE NORTH 55° 58' 46" EAST, 638.77 FEET TO A POINT ON A CURVE THAT IS CONCENTRIC WITH AND 50.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF LOT A, AS SAID LOT IS SHOWN ON SAID MAP, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 725.00 FEET, FROM WHICH THE CENTER BEARS NORTH 87° 30' 54" EAST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 51' 24", FOR AN ARC LENGTH OF 643.52 FEET;

THENCE SOUTH 41° 37' 43" EAST, 30.00 FEET TO A POINT ON A CURVE THAT IS CONCENTRIC WITH AND 20.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID LOT A, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 695.00 FEET, FROM WHICH THE CENTER BEARS SOUTH 41° 37' 43" EAST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53° 11' 49", FOR AN ARC LENGTH OF 645.28 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF SAID BLOCK 10;

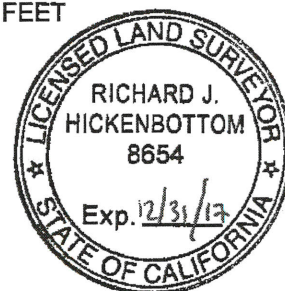
THENCE ALONG THE LAST SAID PARALLEL LINE, SOUTH 56° 53' 03" WEST, 647.06 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 41,841 SQUARE FEET OR 0.9605 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



RICHARD JAMES HICKENBOTTOM, L.S. 8654
LICENSE EXPIRES 12-31-17



4/7/17
DATE

LEGEND

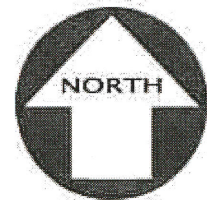
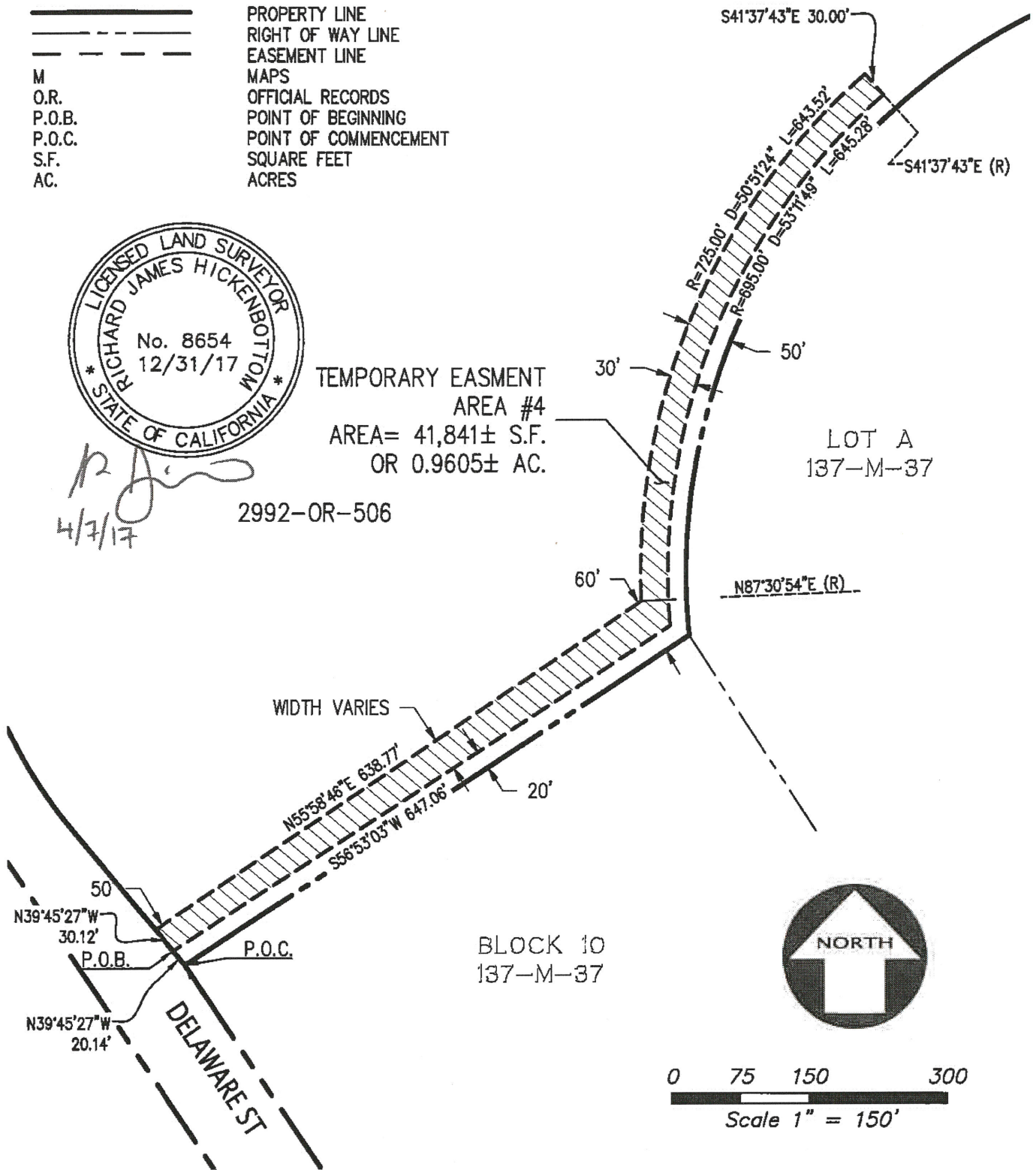
	PROPERTY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
M	MAPS
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
S.F.	SQUARE FEET
AC.	ACRES



Handwritten signature and date:
4/7/17

2992-OR-506

TEMPORARY EASEMENT
AREA #4
AREA= 41,841± S.F.
OR 0.9605± AC.



0 75 150 300
Scale 1" = 150'



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B" TEMPORARY EASEMENT AREA #4

SAN MATEO,

CALIFORNIA

DATE	APRIL 2017
SCALE	1" = 150'
BY	RJH
JOB NO.	A17535
SHEET	1 OF 1

AREA #4

North: 2166.2864' East: -1707.5094'

Segment #1 : Line

Course: N39.4527W (dms) Length: 30.12'

North: 2189.4414' East: -1726.7723'

Segment #2 : Line

Course: N55.5846E (dms) Length: 638.77'

North: 2546.8270' East: -1197.3362'

Segment #3 : Curve

Length: 643.52' Radius: 725.00'

Delta: 050.5124 (dms) Tangent: 344.69'

Chord: 622.60' Course: N22.5636E (dms)

Course In: N87.3054E (dms) Course Out: N41.3743W (dms)

RP North: 2578.2614' East: -473.0180'

End North: 3120.1746' East: -954.6352'

Segment #4 : Line

Course: S41.3743E (dms) Length: 30.00'

North: 3097.7506' East: -934.7062'

Segment #5 : Curve

Length: 645.28' Radius: 695.00'

Delta: 053.1149 (dms) Tangent: 348.01'

Chord: 622.35' Course: S21.4623W (dms)

Course In: S41.3743E (dms) Course Out: S85.1029W (dms)

RP North: 2578.2614' East: -473.0180'

End North: 2519.7998' East: -1165.5548'

Segment #6 : Line

Course: S56.5303W (dms) Length: 647.06'

North: 2166.2893' East: -1707.5114'

Perimeter: 2634.74' Area: 41840.86 Sq. Ft.

Error Closure: 0.0035 Course: N34.3231W (dms)

Error North: 0.00289 East: -0.00199

Precision 1: 752785.71

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT EASEMENT AREA #5

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 WESTERLY CORNER OF BLOCK 10, AS SAID BLOCK 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 NORTHEASTERLY LINE OF DELAWARE STREET;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH $39^{\circ} 45' 27''$ WEST, 20.14 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 20.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINES OF BLOCK 10 AND LOT A, AS SHOWN ON SAID MAP;

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

1) NORTH $56^{\circ} 53' 03''$ EAST, 647.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 695.00 FEET, FROM WHICH THE CENTER BEARS NORTH $85^{\circ} 10' 29''$ EAST, AND

2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $53^{\circ} 11' 49''$, FOR AN ARC LENGTH OF 645.28 FEET;

THENCE SOUTH $41^{\circ} 37' 43''$ EAST, 20.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT A, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 675.00 FEET, FROM WHICH THE CENTER BEARS SOUTH $41^{\circ} 37' 43''$ EAST;

THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $54^{\circ} 12' 23''$, FOR AN ARC LENGTH OF 638.60 FEET TO THE NORTHERLY CORNER COMMON TO SAID BLOCK 10 AND LOT A;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 10, SOUTH $56^{\circ} 53' 03''$ WEST, 656.80 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 25,877 SQUARE FEET OR 0.5941 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

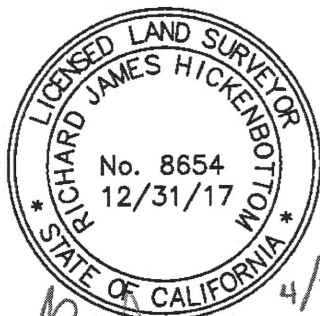


RICHARD JAMES HICKENBOTTOM, L.S. 8654
LICENSE EXPIRES 12-31-17

4/7/17
DATE

LEGEND

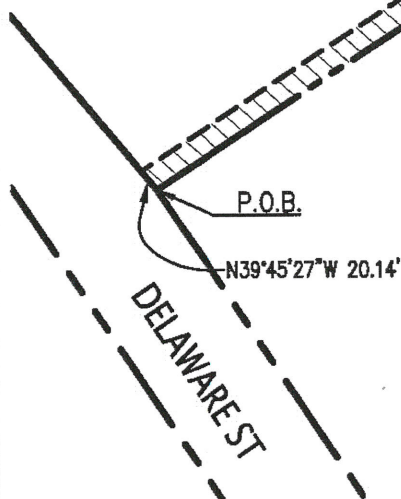
_____ PROPERTY LINE
 _____ RIGHT OF WAY LINE
 _____ EASEMENT LINE
 M MAPS
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 S.F. SQUARE FEET
 AC. ACRES



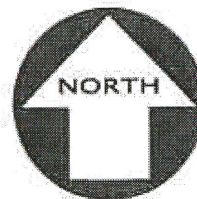
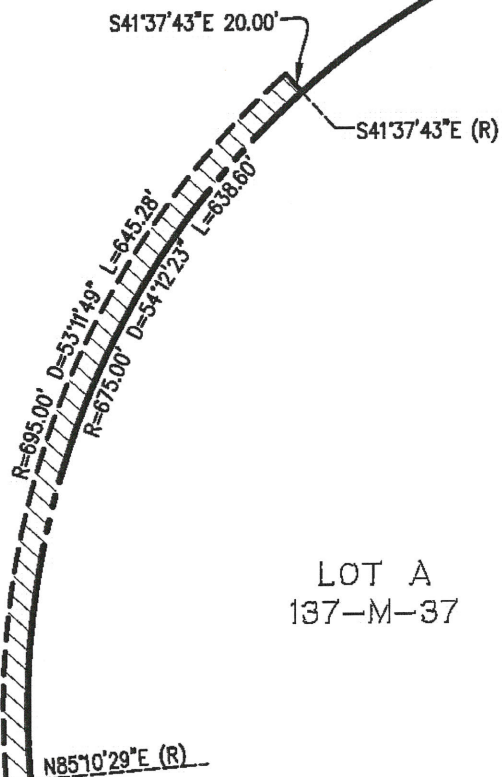
4/7/17 2992-OR-506

20' PERMANENT EASEMENT
 AREA #5
 AREA= 25,877± S.F.
 OR 0.5941± AC.

LOT A
 137-M-37



BLOCK 10
 137-M-37



0 75 150 300
 Scale 1" = 150'



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
PERMANENT EASEMENT
AREA #5
 SAN MATEO, CALIFORNIA

DATE	APRIL 2017
SCALE	1" = 150'
BY	RJH
JOB NO.	A17535
SHEET	1 OF 1

AREA #5

North: 2058.9242' East: -1550.3167'

Segment #1 : Line

Course: N39.4527W (dms) Length: 20.14'

North: 2074.4069' East: -1563.1970'

Segment #2 : Line

Course: N56.5303E (dms) Length: 647.06'

North: 2427.9175' East: -1021.2404'

Segment #3 : Curve

Length: 645.28' Radius: 695.00'

Delta: 053.1149 (dms) Tangent: 348.01'

Chord: 622.35' Course: N21.4623E (dms)

Course In: N85.1029E (dms) Course Out: N41.3743W (dms)

RP North: 2486.3791' East: -328.7036'

End North: 3005.8683' East: -790.3918'

Segment #4 : Line

Course: S41.3743E (dms) Length: 20.00'

North: 2990.9190' East: -777.1058'

Segment #5 : Curve

Length: 638.60' Radius: 675.00'

Delta: 054.1223 (dms) Tangent: 345.46'

Chord: 615.05' Course: S21.1606W (dms)

Course In: S41.3743E (dms) Course Out: S84.0955W (dms)

RP North: 2486.3791' East: -328.7036'

End North: 2417.7591' East: -1000.2066'

Segment #6 : Line

Course: S56.5303W (dms) Length: 656.80'

North: 2058.9273' East: -1550.3211'

Perimeter: 2627.87' Area: 25877.15 Sq. Ft.

Error Closure: 0.0055 Course: N54.2122W (dms)

Error North: 0.00319 East: -0.00444

Precision 1: 477796.36