

WHEN RECORDED MAIL TO:

County of San Mateo
Real Property Services
County of San Mateo
555 County Center, 4th Floor
Redwood City, CA 94063

NO FEE DOCUMENT

Per Government Code 6103

APN: 084-101-010, 084-101-020; 084-102-010;
084-102-020; 084-102-030; and 084-102-040

THIS SPACE FOR RECORDER'S USE ONLY

AMENDED ENCROACHMENT PERMIT

AMENDED ENCROACHMENT PERMIT

This Amended Encroachment Permit ("Permit"), dated for reference purposes only as of this _____ day of _____ 2019, is hereby entered into by and between the County of San Mateo, a political subdivision of the State of California ("County"), and Loma Mar Mutual Water and Improvement Company, a non-profit mutual benefit corporation ("Permittee"). County and Permittee may be referred to each individually as a "Party" and collectively as the "Parties" herein.

RECITALS

A. On June 16, 2014 the County acquired the real property assigned Assessor's Parcel Numbers 084-101-010, 084-101-020, 084-102-010, 084-102-020, 084-102-030 and 084-102-040, comprising approximately 174 acres, from the Superintendent of Schools of the County of San Mateo ("County Property"). The County Property is located in Loma Mar in unincorporated area of San Mateo County, California, north of Pescadero Creek Road and is shown on attached Exhibit C to this Permit.

B. Permittee asserts that it has owned, operated, maintained, repaired and replaced water storage tanks and associated facilities, pipelines and equipment on a portion of Assessor's Parcel Number 084-102-040 (the "Premises," as defined further below) since the 1930s for use as an integrated part of the public water system owned and operated by Permittee for the supply of potable water to the Loma Mar Subdivision within the County, and that it has located associated pipelines in, along and under the roadway known as "Buena Vista Avenue", that the public water system is gravity-fed from the water storage tanks, and that there is no feasible alternative site on which the water storage tanks could be located.

C. Permittee asserts that it is entitled to an implied or prescriptive easement for use of the Premises for location, operation, maintenance, repair and replacement of water storage tanks and associated facilities, pipelines and equipment, including driving ingress and egress, use of a parking turnout and access thereto, based on more than five years' continuous use thereof, prior to the acquisition of the County Property by the County or the Superintendent of Schools (the "Claim").

D. The County disputes Permittee's Claim, and the Parties desire to enter into this Permit without determination of, or prejudice to, Permittee's Claim or the County's position, under the terms and conditions set forth in this Permit.

E. Permittee is the permittee under that certain Encroachment Permit between Loma Mar Mutual Water Company [sic] and the Superintendent of Schools of the County of San Mateo, recorded on January 17, 1985 in the Official Records of the County of San Mateo as Recorder's Serial Number 85005391 ("Original Permit"), attached hereto as Exhibit D for reference.

F. The Original Permit granted Permittee the right to erect and maintain three (3) water storage tanks and associated facilities on the County Property, which at that time included a total storage capacity of approximately 58,500 gallons, as depicted on the as-built drawings attached in Exhibit F. Currently, there are two inactive 5,000-gallon tanks and one active 40,000-gallon tank at the Premises.

G. The County acquired the County Property and the Premises subject to the Original Permit, and Permittee also asserts that the County acquired the County Property subject to the Claim.

H. The County utilized, in part, funds from the Peninsula Open Space Trust, a California non-profit public benefit corporation ("POST") for the acquisition of the County Property, and the County granted POST certain deed restrictions over the County Property memorialized by the County on December 10, 2013 ("Deed Restrictions").

I. The County acquired the County Property using, in part, funds from the California State Coastal Conservancy and thereby agreed to certain conditions and agreed to permanently dedicate the County Property for specified purposes which restrictions are set forth in that certain Irrevocable Offer to Dedicate Title In Fee and Declaration of Restrictive Covenants recorded on June 16, 2014 in the Official Records of the County of San Mateo as Recorder's Serial Number 2014-052095, ("Offer and Declaration").

J. For environmental stewardship purposes and as part of its Drought Relief Program efforts, the San Mateo County Resource Conservation District ("RCD"), a special district established and existing under the laws of the State of California, has secured California Department of Water Resources Bay Area Integrated Regional Water Management Plan grant funding to assist Permittee in replacing existing aging water storage facilities located on the Premises to (1) serve the community of Loma Mar and (2) protect in-stream creek flows and salmon habitat in Pescadero Creek.

K. In order to facilitate implementation of Permittee's improvement plans, the County and Permittee have agreed to enter into this Permit.

AGREEMENT

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

1. **PROPERTY DESCRIPTION**: During the term of this Permit, Permittee is hereby granted permission to use and occupy a portion of the County Property known as the "Premises", which is described as "Area-1" on Exhibit A and depicted on Exhibit B, both of which are incorporated herein by reference.

2. **PURPOSE**: Permittee is hereby granted permission to use and occupy the Premises for the purpose of locating, accessing, constructing, operating, maintaining, repairing and replacing water storage tanks and associated water storage, treatment and distribution facilities (including the associated water pipelines located along and under Buena Vista Avenue) and equipment ("Improvements"). With the exception of the water pipelines located along and under Buena Vista Avenue, all Improvements shall be located on the Premises. Permittee shall access the Premises via Buena Vista Avenue, as depicted on Exhibit B. Permittee shall also be granted a parking pull-out as shown on Exhibit B for ongoing maintenance. No other use of the Premises is allowed without the prior written consent of the County.

3. **THE PROJECT**: The Parties acknowledge that Permittee is currently planning to undertake a project to replace certain of the Improvements, including: removal of two existing, inactive 5,000-gallon water storage tanks; construction of foundations for four new water storage tanks, installation of four new 4,995-gallon water storage tanks and related retaining

walls, security fencing and equipment; and, after the four new tanks are operational, removal of the existing, active 40,000-gallon water storage tank on the Premises (collectively, the "Project"). While the detailed scope of the Project has not been finalized as of the Effective Date, the County and Permittee agree and acknowledge that Permittee intends to build the Project in substantial compliance with the conceptual design attached hereto as Exhibit C and the Geotechnical Investigation prepared by Cotton, Shires and Associates, Inc. dated December 12, 2016, as revised by their Supplemental Geotechnical Design Criteria Recommendations dated September 1, 2017, which the Parties hereby acknowledge they have received. If Permittee determines that it is necessary or convenient for Permittee to locate additional water storage tanks on the Premises in order to maintain water services at an adequate level or meet regulatory requirements related to water services or fire flows, Permittee shall be entitled to install additional water storage tanks only within the footprint of the active 40,000 gallon tank located on the Premises, as provided for in this Permit, and on terms and conditions approved by the County, which approval shall not be unreasonably withheld, conditioned or delayed for cumulative water storage not to exceed 58,500 gallons, including the Project.

4. **TEMPORARY CONSTRUCTION AREA:** During construction of the Project, Permittee is granted permission to use the temporary construction area ("TCA"), which is depicted as "Area-2" on Exhibit A, for construction staging purposes on a temporary basis. As soon as practical after completion of the Project, Permittee shall restore the TCA to a condition substantially the same as that existing prior to Permittee's use authorized herein and to the reasonable satisfaction of the County.

5. **SPECIFICATIONS:** Permittee is granted permission to undertake the Project on the Premises, subject to the following conditions.

- a) **RESTORATION OF PROPERTY:** Immediately following completion of any work permitted hereunder, Permittee shall remove any and all debris, excess dirt or vegetation, and, except for Project-related replacements and improvements, shall restore the Premises and surrounding County Property to a condition substantially similar to the condition existing immediately prior to Permittee's work hereunder, to the reasonable satisfaction of the County. Permittee shall restore excavated areas, if any, with new vegetation according to reasonable satisfaction of the County. Any and all tree removal shall be subject to the terms and conditions included in a tree removal permit, which must be obtained from the County prior to commencement of any work. Permittee shall replace any road surface rock that has been reduced or removed due to Permittee's construction of the Project and use of those portions of the Premises authorized under this Permit according to the standards and with the materials specified by the County. Nothing in this Permit imposes on the County any obligation to maintain Buena Vista Avenue.
- b) **PROJECT AND PERMITS:** Permittee is permitted to construct or cause to be constructed the Project: (i) at Permittee's sole cost; (ii) by contractors, engineers or mechanics selected by Permittee and approved by the County, which approval shall not be unreasonably withheld, conditioned or delayed; and (iii) in compliance with all applicable laws, including, without limitation, any applicable federal, state or local laws or regulations. Permittee shall obtain any and all permits, licenses and approvals ("Approvals") from all regulatory agencies and other third parties that are required in advance and before beginning any work on the Premises or the Property. Permittee recognizes and agrees that no approval

by the County of the Project shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such Approvals at Permittee's sole cost.

- c) **APPROVAL OF PLANS AND SPECIFICATIONS:** Permittee shall construct the Project in accordance with plans and specifications approved and permitted in advance by the County of San Mateo's Planning and Building Department and any other Approvals. Any revisions to the plans and specifications are subject to review and approval by the County and any other agencies with jurisdiction over the Project. Permittee shall provide the County with two (2) sets of as-built drawings as soon as commercially reasonable upon completion of the Project.
- d) **MAINTENANCE, UTILITIES AND LANDSCAPING:** Permittee shall maintain the Premises in good repair and in a clean and orderly condition free of debris, rock, construction materials, water tank equipment, parts and construction residue and organic material not in use, during the term of the Permit. Upon notification by the County that the Premises do not meet those conditions, Permittee shall immediately restore all damaged surfaces and return the Premises to a clean and orderly condition. Permittee shall furnish all utilities and services at Permittee's sole expenses required to maintain the Premises.

6. **TERM:** Unless terminated earlier as provided for herein, this Permit shall be effective for thirty (30) years from the "Effective Date," which shall be the first day of the month following the first date upon which the County Board of Supervisors, in its sole and absolute discretion, has adopted a resolution authorizing the execution of this Permit, and each Party has executed and delivered this Permit to the other Party. At least one (1) year before the end of the term, the Parties shall meet and confer in good faith regarding extension of this Permit. In the event that the parties are unable to reach agreement through the meet and confer process referenced herein, the parties shall participate in mediation with a mutually agreed third party mediator. The parties shall equally share the costs of such mediator.

7. **EARLY TERMINATION; DEFAULT:** The County shall have the right to terminate this Permit on thirty (30) days written notice in the event of Default by Permittee. The failure by any Party to perform its material obligations under this Permit, which continues for more than thirty (30) days after receipt of written notice from the other Party stating the existence and nature of such default, shall constitute a "Default", unless the default cannot be cured in thirty (30) days, and in that event, if the defaulting Party fails to continuously and diligently remedy the default.

8. **ASSIGNMENT:** This Permit is not transferable or assignable, without the prior written consent of the County, except that: (i) the County shall not unreasonably withhold, condition or delay consent in the event that the transfer or assignment of this Permit is made as part of a transaction for the transfer or assignment of substantially all the water system assets of Permittee to another entity that will assume the obligation to provide potable water services or fire flows to properties within the Loma Mar Subdivision; and (ii) no prior approval from the County shall be required for any transfer or assignment made as part of a merger, consolidation or other such corporate reorganization involving Permittee. Any unauthorized transfer or assignment shall be void from the time made.

9. **RELATIONSHIP:** The County shall not become or be deemed a partner or joint venturer with Permittee by reason of this Permit or any provision hereof. Nothing in this Permit shall be

construed to make Permittee an agent, employee or department of the County. Permittee warrants that it will not represent, directly or indirectly, to any person or entity, that it is a department, agent or employee of the County, or that it is performing any official function of the County.

10. **NO SETTLEMENT OF CLAIM:** By executing this Permit, neither Party agrees to, acknowledges the validity of, compromises, or concedes any position with regard to the Claim. During the effectiveness of this Agreement, Permittee shall not assert the Claim, and the County shall not deny the Claim, in any judicial or administrative forum, and the relative rights and obligations of the Parties with respect to the matters addressed in this Permit shall be determined exclusively by the provisions of this Permit. The Parties agree that their respective positions related to the Claim shall be preserved as of the Effective Date, and any statute of limitations that may apply to assertion of the Claim shall be tolled as of the effective date of this Permit and during the term hereof. The Parties acknowledge that the foregoing will not affect the ability of a Party to respond to, or defend against, a claim raised by a third party, but the Parties shall meet and confer in a timely manner regarding any such response or defense, so as not to unduly modify the treatment of the Claim pursuant to this Section 10.

11. **BUENA VISTA AVENUE:** The Parties acknowledge that the County disclaims any obligation or responsibility for, or liability in connection with, the maintenance of Buena Vista Avenue (the "Disclaimer"). By executing this Agreement, neither Party agrees to, acknowledges the validity of, compromises, or concedes any position with regard to the Disclaimer. The Parties acknowledge that the foregoing will not affect the ability of a Party to respond to, or defend against, a claim raised by a third party related to the Disclaimer.

12. **NOTICES:** Any notice to be given hereunder shall be by U.S. Certified Mail, prepaid, and addressed to the Parties hereto, or personally delivered, as follows:

County: County of San Mateo
County Manager's Office
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063

Permittee: Loma Mar Mutual Water and Improvement Company
P.O. Box 1
Loma Mar, CA 94021.

13. **INDEMNIFICATION:** During the term of this Permit, Permittee agrees to indemnify and hold harmless the County, its officers and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, or damage to property of any kind whatsoever and to whomsoever belonging, or violation of any right to whomsoever belonging, including members of the public, from any cause or causes whatsoever arising from any of Permittee's activities on or about the Premises, TCA and Buena Vista Avenue; (2) the County's involvement with inspection or approval of any Improvements or any other development or alteration of the Premises as provided in this Permit; (3) the condition or contamination of any creek, ground, or surface water related in any way to Permittee's use of or activities on the Premises; and (4) provisions of the California Health and Safety Code and state regulations applicable to Permittee's use of and activities on the Premises. The duty of Permittee 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.

14. **INSURANCE:** Permittee, from the Effective Date, shall maintain in full force and effect commercial general liability insurance, with a combined single limit per occurrence of not less than \$1 million for the injury to or death of one or more persons or damage or destruction to property, with a general aggregate limit of no less than \$5 million, in a form and with a carrier reasonably satisfactory to the County, and shall provide a certificate of insurance to the County of such policy which names the County as an additionally named insured in such insurance policy. The County and Permittee shall confer in good faith regarding appropriate increases in the amount of insurance coverage in the event that higher coverage limits become commercially appropriate during the term of this Permit.

15. **NO FURTHER AMENDMENTS; CONFLICTS:** This Permit constitutes the entire agreement between Permittee and County and may not be modified except by an instrument in writing duly executed by the Parties hereto. Upon the Effective Date, this Permit shall effectively terminate and replace the Original Permit in its entirety.

16. **RECORDATION OF AGREEMENT:** This Permit shall be recorded in the Official Records of San Mateo County, California, and shall serve as notice to all persons succeeding to the interest of the Parties hereto that their use of the Premises or TCA shall be benefited or restricted in the manner herein described.

[Signature pages to follow]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Cruz)
 On 04/10/2019 before me, C.R. Chrysler, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Piotr Mardewski
 Name(s) of Signer(s)

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 [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: amended encroachment permit
 Document Date: 04/10/2019 Number of Pages: 12
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

COUNTY OF SAN MATEO

BY: _____
CAROLE GROOM
BOARD PRESIDENT

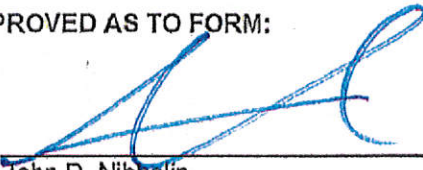
DATE: _____

ATTEST:

BY: _____
MICHAEL P. CALLAGY
COUNTY MANAGER/CLERK OF THE BOARD

DATE: _____

APPROVED AS TO FORM:

BY:  _____
John D. Nibbelin
Chief Deputy County Counsel

DATE: April 16, 2019

**LEGAL DESCRIPTION
OF PERMIT AREA
EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN PARCEL TWO OF THE GRANT DEED IN FAVOR OF THE COUNTY OF SAN MATEO, FILED JUNE 16, 2014, RECORDED AS DOCUMENT NUMBER 2014-052094, OFFICIAL RECORDS OF SAN MATEO COUNTY, (HEREAFTER REFERRED TO AS "DOCUMENT NO. 2014-052094"), BEING A PORTION OF THE N ½ OF THE NW ¼ OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 4 WEST, MT. DIABLO BASE & MERIDIAN, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA - ONE

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 43 AS DEPICTED ON THE MAP ENTITLED, "LOMA-MAR, SUBDIVISION NO. 1," RECORDED SEPTEMBER 2, 1930 IN VOLUME 18 OF MAPS AT PAGES 39 AND 40, SAN MATEO COUNTY RECORDS, SAID CORNER ALSO BEING COMMON WITH THE MOST WESTERLY CORNER OF LOT 44 AS DEPICTED ON SAID "LOMA-MAR, SUBDIVISION NO. 1" MAP, SAID COMMON CORNER BEING ON THE SOUTHEASTERLY LINE OF BUENA VISTA AVENUE, 40 FEET WIDE, AS DEPICTED ON SAID "LOMA-MAR, SUBDIVISION NO. 1" MAP";

THENCE FROM SAID POINT OF COMMENCEMENT, LEAVING SAID SOUTHEASTERLY LINE OF BUENA VISTA AVENUE AND TRAVERSING ACROSS SAID BUENA VISTA AVENUE, NORTH 27°25'13" WEST, A DISTANCE OF 45.46 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID BUENA VISTA AVENUE, SAID LINE BEING COMMON WITH THE SOUTHEASTERLY LINE OF ABOVEMENTIONED "DOCUMENT NO. 2014-052094;" SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID COMMON LINE, SOUTH 34°13'00" WEST, A DISTANCE OF 114.68 FEET;

THENCE LEAVING SAID COMMON LINE AND TRAVERSING THROUGH THE LANDS DESCRIBED IN "DOCUMENT NO. 2014-052094" THE FOLLOWING (4) FOUR COURSES:

1. NORTH 41°59'14" WEST, A DISTANCE OF 51.40 FEET;
2. NORTH 49°09'15" EAST, A DISTANCE OF 50.53 FEET;
3. NORTH 33°21'44" EAST, A DISTANCE OF 37.73 FEET;
4. SOUTH 78°45'24" EAST, A DISTANCE OF 40.69 FEET TO THE SAID NORTHWESTERLY LINE OF SAID BUENA VISTA AVENUE AND THE POINT OF BEGINNING FOR THIS DESCRIPTION.

AREA - 1, CONTAINING 4,125 SQUARE FEET, MORE OR LESS.

AREA - TWO

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 32 AS DEPICTED ON THE MAP ENTITLED, "LOMA-MAR, SUBDIVISION NO. 1," RECORDED SEPTEMBER 2, 1930 IN VOLUME 18 OF MAPS AT PAGES 39 AND 40, SAN MATEO COUNTY RECORDS, SAID CORNER ALSO BEING AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF BUENA VISTA AVENUE, 40 FEET WIDE, AS DEPICTED ON SAID "LOMA-MAR, SUBDIVISION NO. 1" MAP";

THENCE FROM SAID POINT OF COMMENCEMENT, LEAVING SAID SOUTHEASTERLY LINE OF BUENA VISTA AVENUE AND TRAVERSING ACROSS SAID BUENA VISTA AVENUE, NORTH 21°37'34" WEST, A DISTANCE OF 45.28 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID BUENA VISTA AVENUE, SAID LINE BEING COMMON WITH THE SOUTHEASTERLY LINE OF ABOVEMENTIONED "DOCUMENT NO. 2014-052094;" SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID COMMON LINE, NORTH 56°50'00" EAST, A DISTANCE OF 48.95 FEET;

THENCE LEAVING SAID COMMON LINE AND TRAVERSING THROUGH THE LANDS DESCRIBED IN "DOCUMENT NO. 2014-052094" THE FOLLOWING (4) FOUR COURSES:

5. NORTH 18°00'43" WEST, A DISTANCE OF 14.55 FEET;
6. SOUTH 81°16'30" WEST, A DISTANCE OF 40.61 FEET;
7. SOUTH 49°17'53" WEST, A DISTANCE OF 20.75 FEET;
8. SOUTH 42°49'20" EAST, A DISTANCE OF 28.54 FEET TO THE SAID NORTHWESTERLY LINE OF SAID BUENA VISTA AVENUE AND THE POINT OF BEGINNING FOR THIS DESCRIPTION.

AREA - 2, CONTAINING 1,343 SQUARE FEET, MORE OR LESS.

AREA - THREE

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 43 AS DEPICTED ON THE MAP ENTITLED, "LOMA-MAR, SUBDIVISION NO. 1," RECORDED SEPTEMBER 2, 1930 IN VOLUME 18 OF MAPS AT PAGES 39 AND 40, SAN MATEO COUNTY RECORDS, SAID CORNER ALSO BEING COMMON WITH THE MOST WESTERLY CORNER OF LOT 44 AS DEPICTED ON SAID "LOMA-MAR, SUBDIVISION NO. 1" MAP, SAID COMMON CORNER BEING ON THE SOUTHEASTERLY LINE OF BUENA VISTA AVENUE, 40 FEET WIDE, AS DEPICTED ON SAID "LOMA-MAR, SUBDIVISION NO. 1" MAP";

THENCE ALONG SAID COMMON LINE, **SOUTH 34°13'00" WEST, A DISTANCE OF 93.09 FEET;**

THENCE, LEAVING SAID SOUTHEASTERLY LINE OF BUENA VISTA AVENUE AND TRAVERSING ACROSS SAID BUENA VISTA AVENUE, **NORTH 55°47'00" WEST, A DISTANCE OF 40.00 FEET** TO A POINT ON THE NORTHWESTERLY LINE OF SAID BUENA VISTA AVENUE, SAID LINE BEING COMMON WITH THE SOUTHEASTERLY LINE OF ABOVEMENTIONED "DOCUMENT NO. 2014-052094;" SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE ALONG SAID COMMON LINE, **NORTH 34°13'00" EAST, A DISTANCE OF 114.68 FEET;**

THENCE, LEAVING SAID NORTHWESTERLY LINE OF BUENA VISTA AVENUE AND TRAVERSING ACROSS SAID BUENA VISTA AVENUE, **SOUTH 27°25'13" EAST, A DISTANCE OF 45.46 FEET** TO THE SAID SOUTHEASTERLY LINE OF SAID BUENA VISTA AVENUE AND THE **POINT OF BEGINNING** FOR THIS DESCRIPTION.

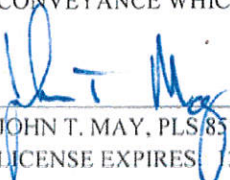
AREA - 3, CONTAINING 4,155 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

PORTION OF ASSESSOR'S PARCEL NO.: 084-102-040.

TWO PLAT MAPS (EXHIBIT "B") ARE ATTACHED HERETO AND MADE A PART HEREOF.

THIS LAND DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, PURSUANT TO CHAPTER 15, ARTICLE 3, SECTION 8726(L) OF THE PROFESSIONAL LAND SURVEYORS' ACT, AND IN CONFORMANCE WITH DIVISION 2, CHAPTER 2, ARTICLE 1, SECTION 66428(A)(2) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHALL NOT BE UTILIZED IN ANY CONVEYANCE WHICH MAY VIOLATE SAID ACT(S) OR LOCAL ORDINANCES.

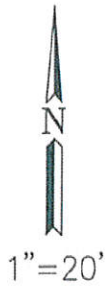

JOHN T. MAY, PLS 8570
LICENSE EXPIRES 12/31/17

4/25/18
DATE



EXHIBIT "B"

PAGE 1 OF 2



LINETYPE LEGEND

—(w)— WATER PIPING

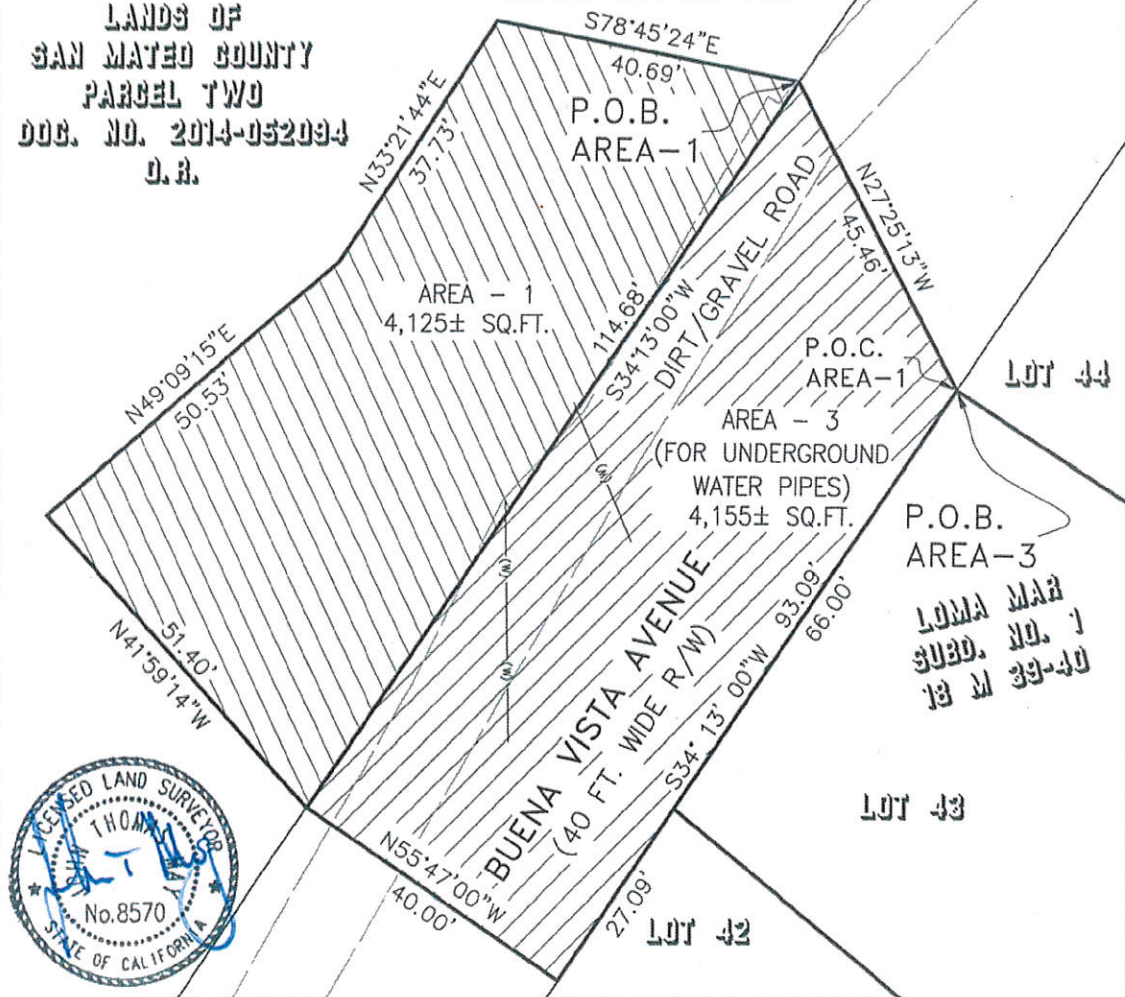
— EDGE OF TRAVELED WAY

LANDS OF
SAN MATEO COUNTY
PARCEL TWO
DOC. NO. 2014-052094
O.R.

N $\frac{1}{2}$, NW $\frac{1}{4}$, SEC. 4, T. 9S., R. 4W.

M.D.E. & M.

A.P.N. 034-102-040



LEGEND

P.O.B.

P.O.C.



POINT OF BEGINNING
POINT OF COMMENCEMENT
AREA-1 OF DESCRIPTION
AREA-3 OF DESCRIPTION



TOWILL | Surveying, Mapping
and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

EXHIBIT "B"

PAGE 2 OF 2

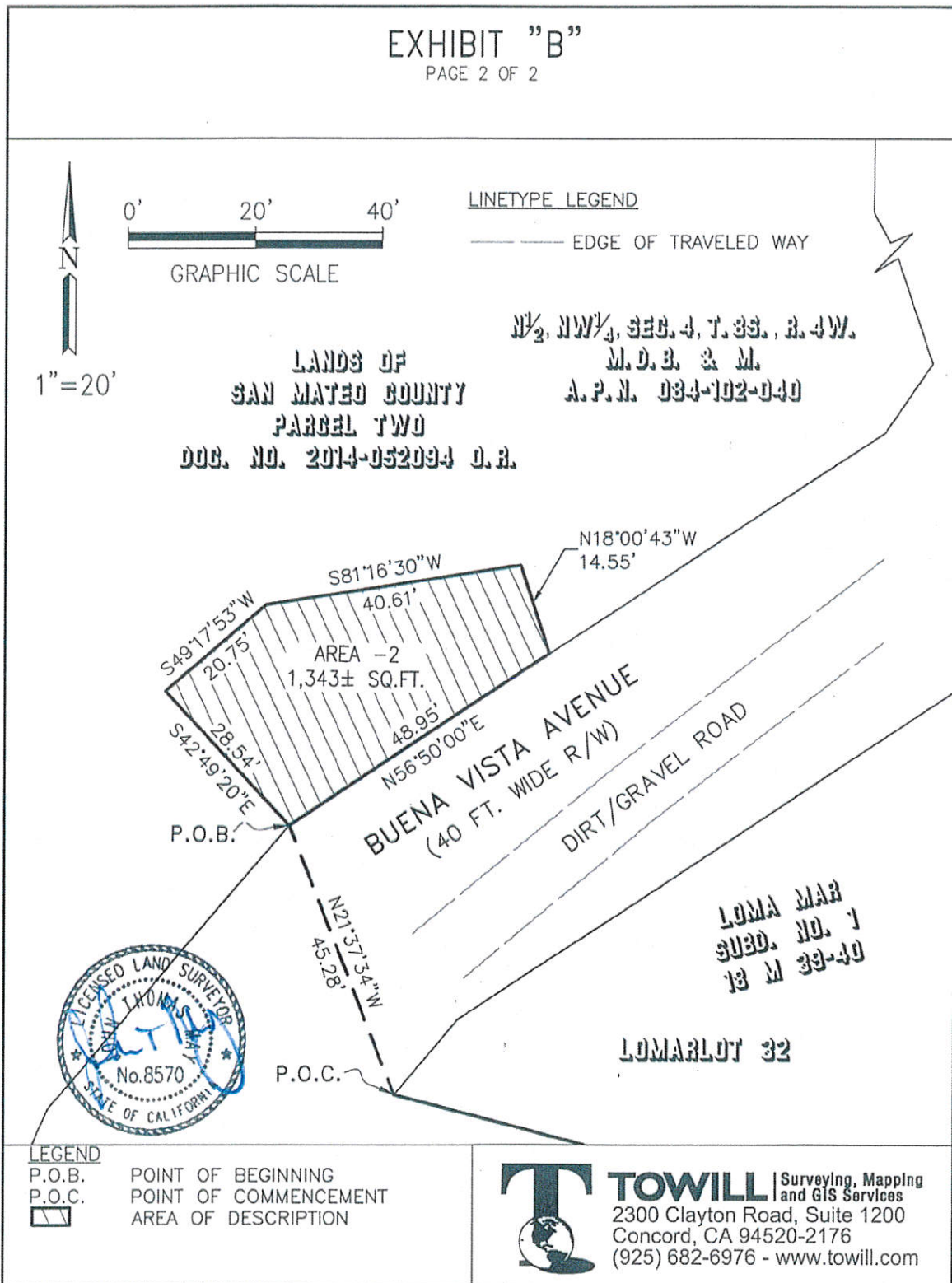
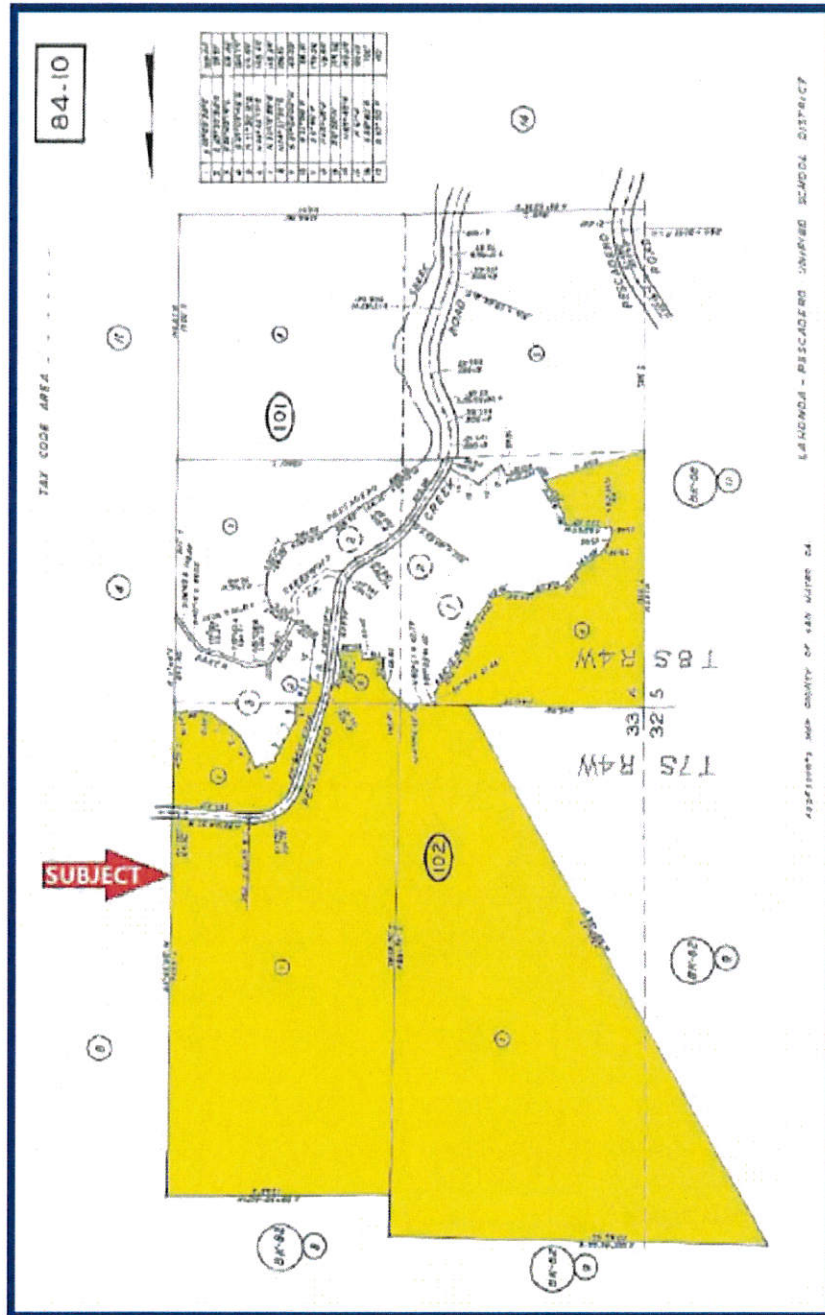


EXHIBIT C

Plat Map of County Property

PLAT MAP





PHONE: 650.712.7765
625 MIRAMONTES ST #103, HALF MOON BAY, CA 94019
WWW.SANMATEORCD.ORG

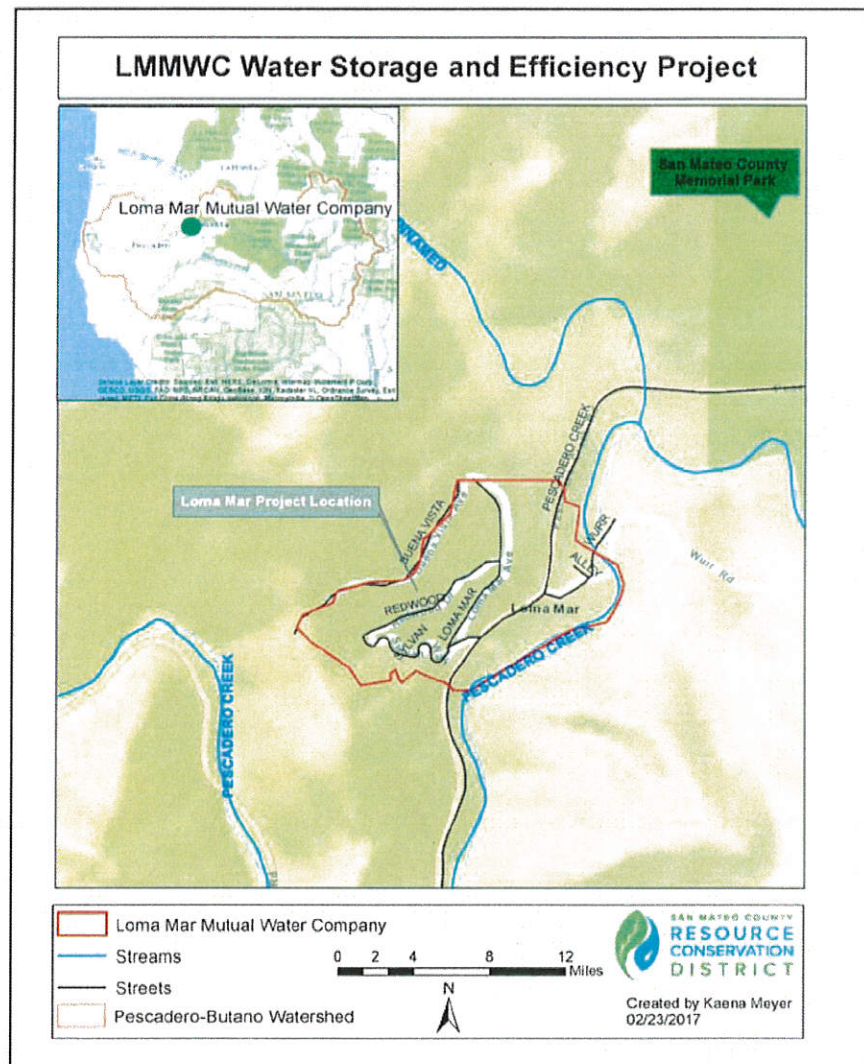


EXHIBIT D

Document provided under the provisions of the California Public Information Act (P.I.A.)

RECEIVED BY OFFICE SAN MATEO COUNTY



San Mateo County Office of Education

William L. Jennings - Superintendent of Schools

RESOLUTION OF SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

WHEREAS, the San Mateo County Superintendent of Schools is the owner of certain real property known as the Outdoor Education Site located at Loma Mar, California;

NOW, THEREFORE, BE IT RESOLVED that it is his judgment that an Encroachment Permit be issued and it is his judgment that it is for the best interests of the County Superintendent of Schools that an Encroachment Permit be issued to the Loma Mar Mutual Water Company for water storage purposes upon the following terms and conditions:

For the purpose of erecting and maintaining three (3) water storage tanks on property belonging to the San Mateo County Superintendent of Schools.

Permittee shall comply with Sections 8729 and 8727 of the San Mateo County Construction Code and the provisions set forth in the Encroachment Permit.

BE IT FURTHER RESOLVED, that a public hearing upon the question of granting the encroachment permit shall be held on

16570055

333 MARIN STREET, REDWOOD CITY, CA 94065 (415) 383-1400

RECORDER'S OFFICE SAN MATEO COUNTY

333 Main Street, Redwood City, California, Conference Rooms A and B, on December 19, 1984.

ADOPTED by the San Mateo County Superintendent of Schools on the 28th day of November, 1984.

SAN MATEO COUNTY
SUPERINTENDENT OF SCHOOLS

William K. Jennings
William K. Jennings

85005391

APPROVED:

SAN MATEO COUNTY BOARD OF EDUCATION

Jean Colby
Jean Colby, President

85005391

RF	<input checked="" type="checkbox"/>
LN	<input checked="" type="checkbox"/>
MF	<input checked="" type="checkbox"/>
AF	<input checked="" type="checkbox"/>
W	<input checked="" type="checkbox"/>

RECORDED AT REQUEST OF
San Mateo County
Superintendent of Schools
JAN 17 '85 10 31 AM 1985
MARVIN CHURCH IN CHARGE
SAN MATEO COUNTY
OFFICIAL RECORDS

COPY



San Mateo County Office of Education

William K. Jennings - Superintendent of Schools

ENCROACHMENT PERMIT

Loma Mar Mutual Water Company
c/o Loma Mar Store
Loma Mar, California 94021, PERMITTEE

As requested by the above addressee, hereinafter known as the "PERMITTEE," and subject to all the terms, conditions, and restrictions set forth herein, the Superintendent of Schools of the County of San Mateo, State of California, hereinafter known as the "SUPERINTENDENT," hereby grants to PERMITTEE a revocable encroachment permit for the purpose of erecting and maintaining three (3) water storage tanks on SUPERINTENDENT's property. PERMITTEE shall comply with Sections 8122 and 8127 of the San Mateo County Construction Code.

85005391

The PERMITTEE shall indemnify and save harmless the SUPERINTENDENT, his officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including PERMITTEE's employees, or damage to property of any

333 MAIN STREET - REDWOOD CITY, CA 94063 - (415) 363-5400

Encroachment Permit

-2-

kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the SUPERINTENDENT, his officers, agents, or employees and servants, resulting from the exercise of this permit by PERMITTEE, provided that this shall not apply to injuries or damage for which the SUPERINTENDENT has been found in a court of competent jurisdiction to be solely liable by reason of his own negligence or willful misconduct.

The duty of the PERMITTEE to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

PERMITTEE has obtained and must maintain for the period of encroachment insurance in the amount of One Million Dollars (\$1,000,000.00) with the SUPERINTENDENT named as co-insured.

This Permit is to be strictly construed and no encroachment other than that specifically set forth herein is authorized hereby.

85005391

Encroachment Permit

-3-

This Permit shall be void unless the work authorized herein shall be completed in accordance with the requirements of the San Mateo County Department of Environmental Health.

Dated: November 28, 1984.

SAN MATEO COUNTY
SUPERINTENDENT OF SCHOOLS

William K. Jennings
William K. Jennings

APPROVED:

SAN MATEO COUNTY BOARD OF EDUCATION

Jean Colby
Jean Colby, President

SS005391

This ENCROACHMENT PERMIT is hereby accepted as to all terms, conditions, and restrictions set forth herein.

Dated: Jan. 5, 1985

LOMA MAR MUTUAL WATER COMPANY
PERMITTEE:

By Orril Fluharty
Orril Fluharty

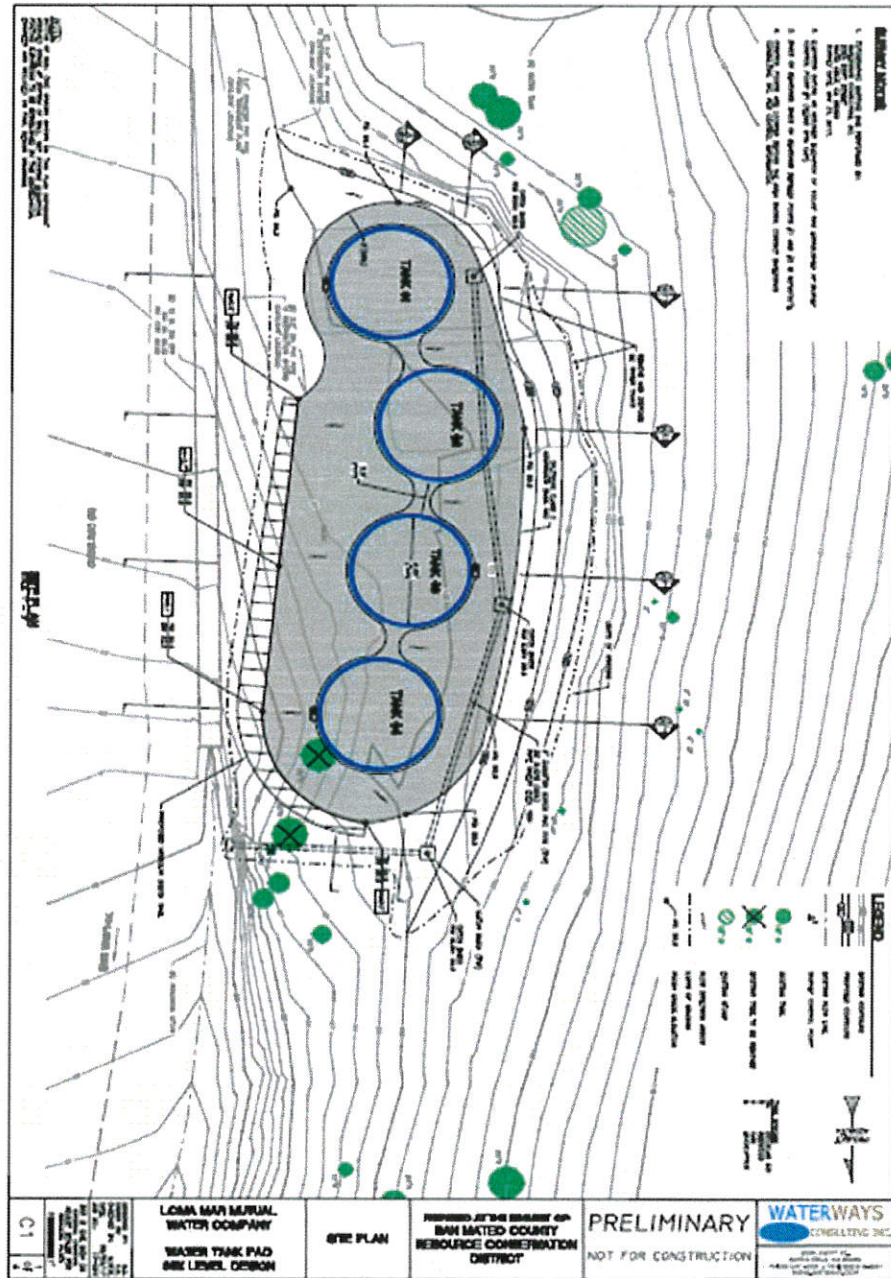
RECORDER'S OFFICE SAN MATEO COUNTY

PROPERTY DESCRIPTION

the County Superintendent of Schools is the owner of an outdoor education site comprising 176 acres of basically undeveloped land located primarily in the SW-1/4 of Sec. 33, also in the NE-1/4 and SE-1/4 of Sec. 32 and the NW-1/4 of Sec. 4, Township 7 South, Range 4 West (U.S. Geological Survey Quadrangle Map, "La Honda, California"), bounded by Pescadero Creek, Memorial Park, and the lands of Horace Wald north of the town of Loma Mar, which property was the subject of an Environmental Impact Report duly adopted on the 23rd day of April, 1975; and

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EXHIBIT E **Conceptual Design**



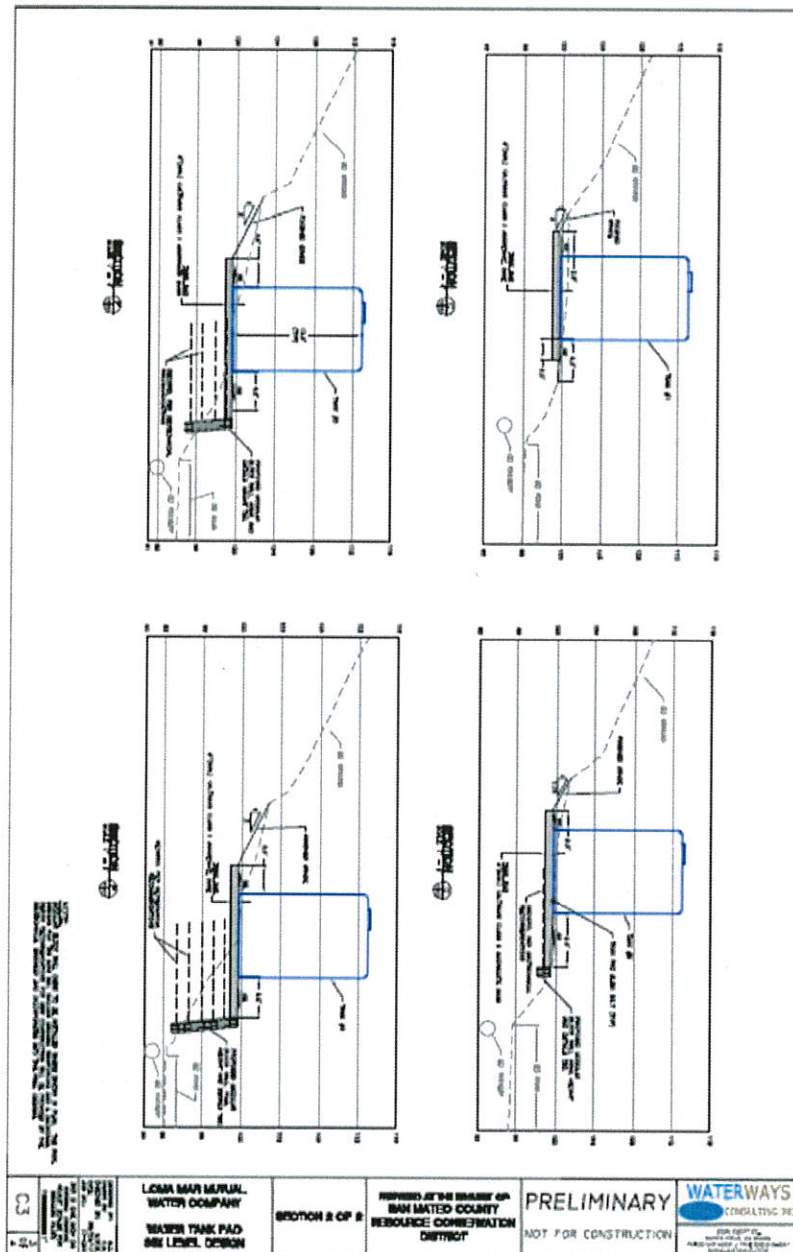
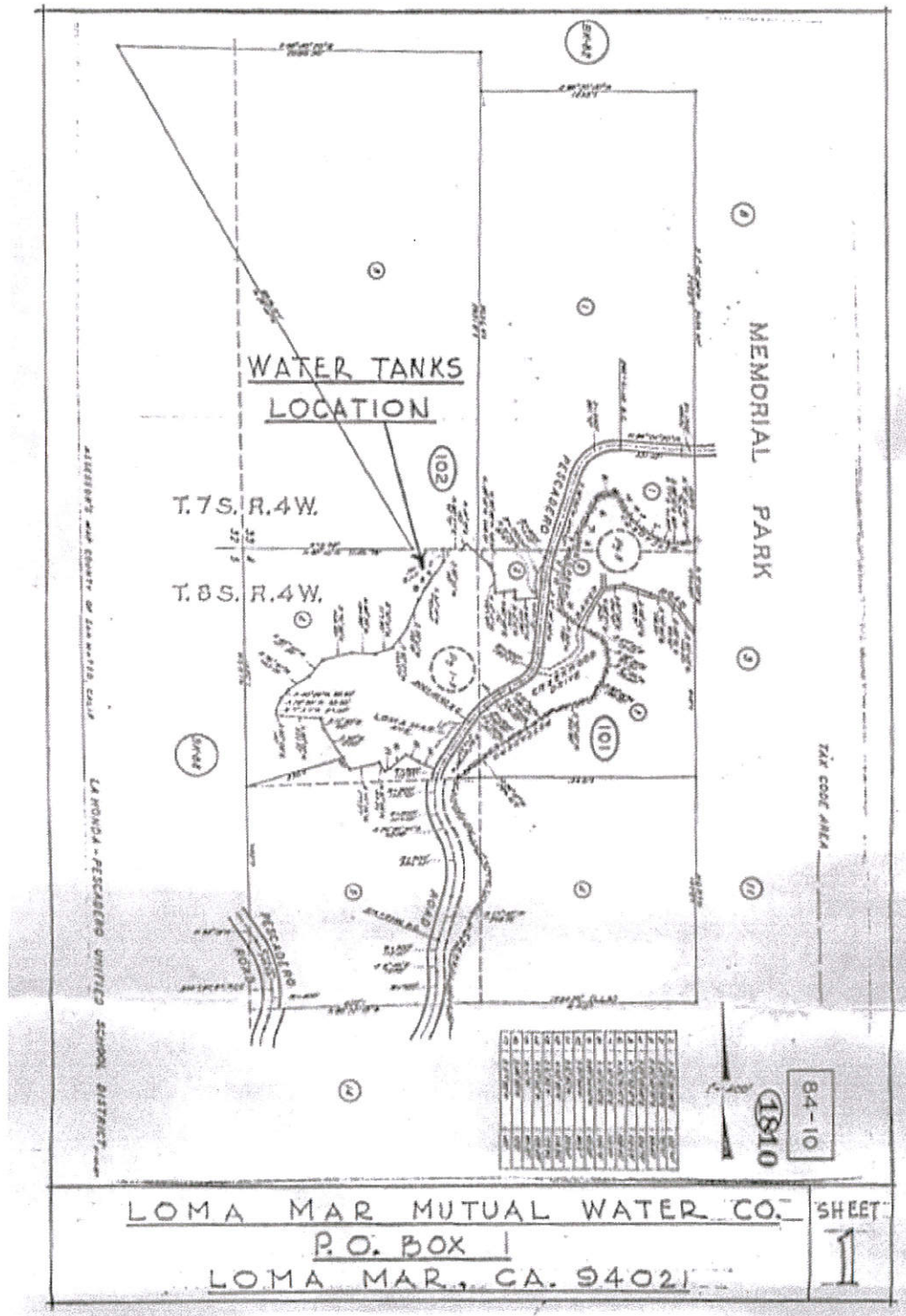
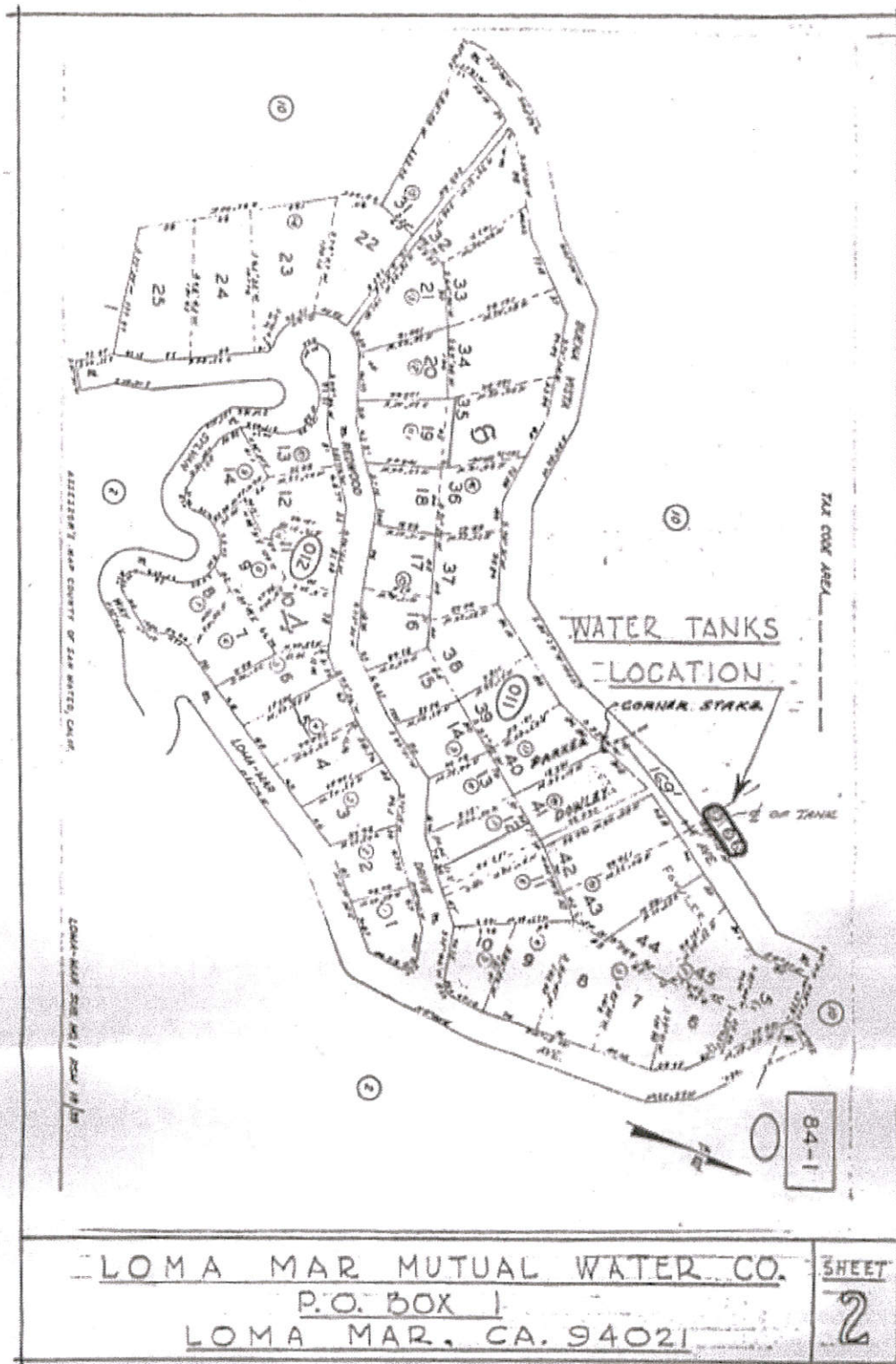
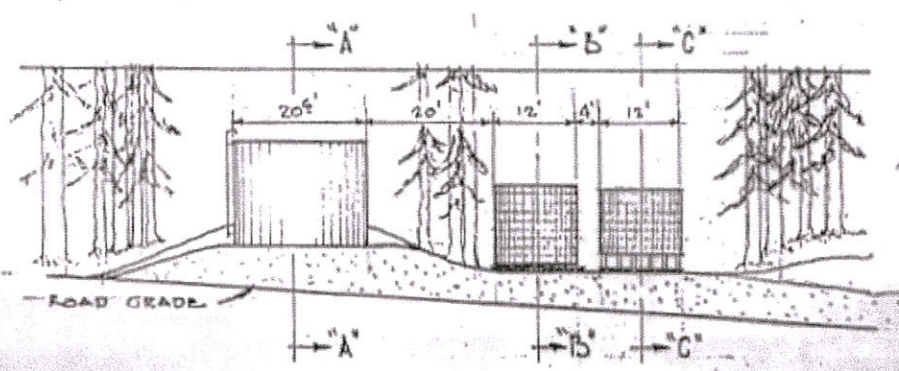
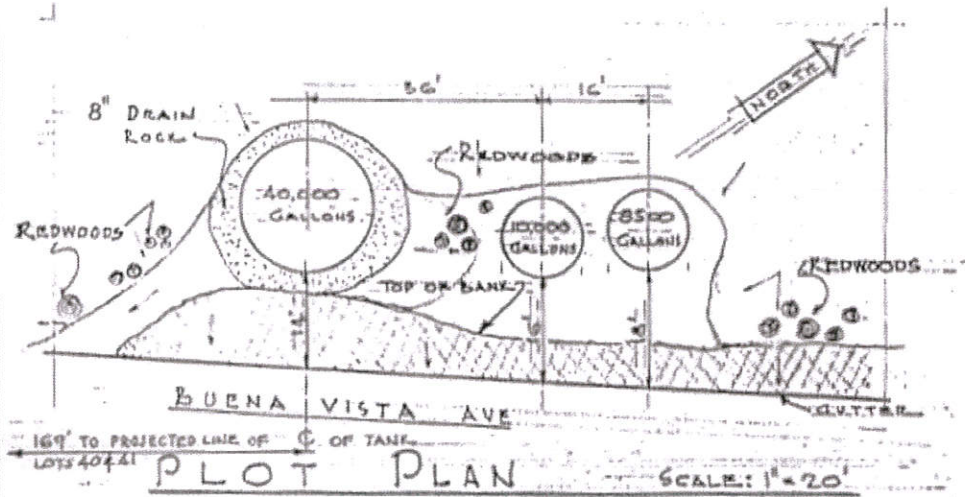


EXHIBIT F
As-Built Drawings



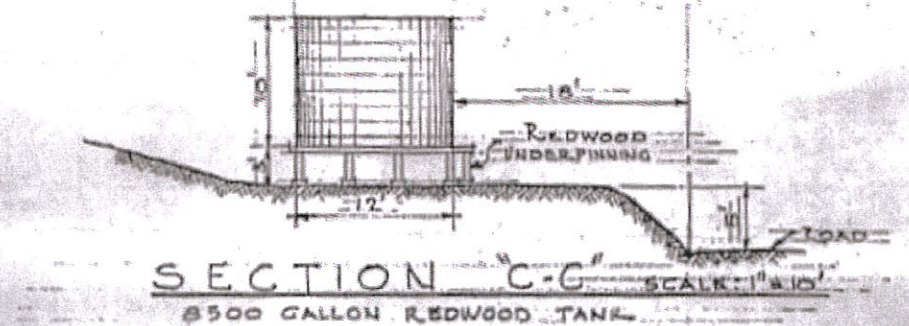
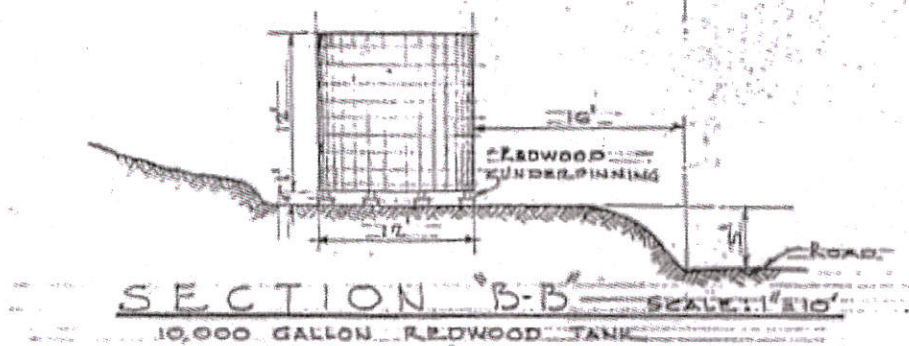
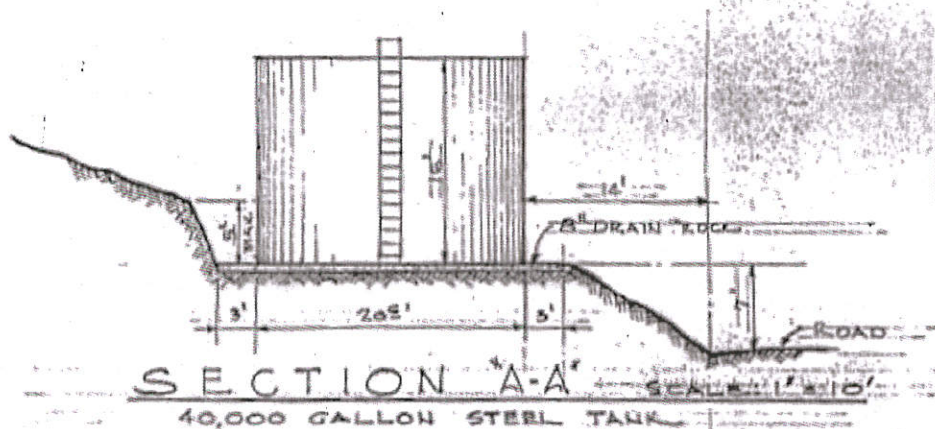




EAST ELEVATION SCALE: 1" = 20'

LOMA MAR MUTUAL WATER CO.
P.O. BOX 1
LOMA MAR, CA. 94021

SHEET
3



LOMA MAR MUTUAL WATER CO
P.O. BOX 1
LOMA MAR, CA. 94021

SHEET
4