

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 Government Code 6103
No Document Transfer Tax Per R & T Code 11922**

APN: 029-321-060 (Portion of)

THIS SPACE FOR RECORDER'S USE ONLY

**EASEMENT DEED AND AGREEMENT FOR
WATER PIPELINE**

WATER PIPELINE, is made this _____ day of _____, 2020, BETWEEN

the COUNTY OF SAN MATEO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (hereinafter referred to as "Grantor"), AND

the CITY OF BURLINGAME, A GENERAL LAW CITY AND MUNICIPAL CORPORATION, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of that certain property situated in the City of San Mateo, County of San Mateo, identified as Assessor's Parcel Number 029-321-060 (the "Property").

WHEREAS, a certain water pipe line and related facilities and appurtenances were installed and constructed or caused to be installed and constructed under and through a portion of the Property by Grantor in accordance with specifications provided by Grantee (the "Water Facilities").

WHEREAS, Grantor desires to quitclaim to Grantee, who desires to accept, a permanent water pipeline easement under and through a portion of the Property described and shown in **EXHIBITS "A" and "B" (collectively "Easement Area")**; together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept all of Grantor's right, title and interest in and to the Water Facilities installed within the Easement Area.

NOW THEREFORE, intending to be legally bound hereby, and for good consideration, the receipt and sufficiency whereof 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.

Grantor hereby quitclaims to Grantee a permanent water pipeline easement to erect, install, construct, remove, repair, replace, reconstruct, maintain and use for water line purposes any and all materials, fixtures, appliances, equipment, fire hydrants, pipes, pipelines, necessary for the transmission, collection, distribution and delivery of water over, along, upon, under and across the Easement Area ("Easement"). The Easement is subject to all rights, encumbrances, and other matters of record or of which Grantee has notice prior to the date this Easement Deed is recorded.

2. Grantor may grant other easements over, along and across the Easement Area so long as such other easements do not interfere with Grantee's purposes and uses of the Easement Area. Grantee shall have no right to grant additional easements or sub-easements on, along or across the Easement Area, however, such limitation shall not interfere with Grantee's purposes and uses of the Easement Area.
3. Grantor retains, reserves and shall continue to enjoy use of the surface of the Easement Area for any and all purposes that do not interfere with and prevent the use of Grantee of the Easement Area, including the right to build and use the surface of the Easement Area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, plantings that do not exceed 3-feet in height, parking areas, and other like uses. Grantor may construct permanent structures 3 feet or less in height and fences.
4. Grantee shall indemnify, defend and hold Grantor, and its employees, agents, officers, directors, attorneys, guests, licensees, invitees, and tenants, harmless from and against any and all claims, demands, costs, liabilities, losses, causes of action and/or expenses of any kind (including attorney's fees) related to Grantee's use of the said easement or Water Facilities or Grantee's operations upon the parcel of real property described in and shown on Exhibit A, except to the extent of the gross negligence or willful misconduct of Grantor
5. Grantor additionally grants and conveys to Grantee title to the Water Facilities located within the Easement Area.
6. Grantee hereby accepts the grant and dedication of the Water Facilities and agrees to perpetually operate, maintain and service the same.
7. Grantor reserves the right to connect into said Water Facilities for purposes associated with Grantor's reasonable use of the Property, including specifically, existing irrigation connections and a single 12 inch water pipeline connection that is associated with that certain Easement for Water Main Line recorded December 30, 1981 in the Official Records of the County of San Mateo as Recorder's Serial Number 22180AT and identified in Exhibit B hereto as WLE (Easement 22180AT), or at a location immediately adjacent thereto, whether or not Easement 22180AT is vacated by Grantee.
8. Grantor and Grantee, as those words are used herein, shall include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed the Easement Deed and Agreement for Water Pipeline on the day and year first written above.

**CITY OF BURLINGAME, A GENERAL LAW CITY
AND MUNICIPAL CORPORATION,**

Dated this ____ **day of** _____, **20** _____

By: _____

Print Name: _____

Title: _____

**COUNTY OF SAN MATEO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA**

By: _____

Print Name: _____

Title: _____

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Burlingame by that certain Easement Deed and Agreement for Water Pipeline dated _____, 2020, executed by, is hereby accepted by the undersigned on behalf of the City of Burlingame pursuant to authority conferred by City Council Motion No. ____ adopted on _____, 2020, and the City of Burlingame consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020
CITY OF BURLINGAME,
a general law city and municipal corporation,

By: _____
City Manager

Attest: _____, City Clerk