

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, California 94022-1404  
Attn: Real Property Manager  
APN: 050-470-050 (Portion of)

Space above this line for recorder's use only

NO TRANSFER TAX DUE  
PUBLIC AGENCY ACQUIRING TITLE,  
CALIFORNIA REVENUE AND TAXATION  
CODE SECTION 11922. Deed to Public Entity

DULY RECORDED WITHOUT FEE  
Pursuant to Government Code  
Sections 6103, 27383 & 27388

**PUBLIC Parking EASEMENT**  
(Pulgas Ridge Open Space Preserve)

This Easement Agreement ("Agreement") is made as of \_\_\_\_\_,  
(the "Effective Date"), by and between COUNTY OF SAN MATEO, A POLITICAL  
SUBDIVISION OF THE STATE OF CALIFORNIA ("Grantor") and MIDPENINSULA  
REGIONAL OPEN SPACE DISTRICT, a Public District formed pursuant to Article 3 of  
Chapter 3 of Division 5 of the California Public Resources Code ("District"). Grantor and  
District are sometimes referred to in this Agreement singularly as a "Party" and together as  
"Parties".

**RECITALS**

A. Grantor is the owner of certain real property situated in the County of San Mateo,  
State of California, and more particularly described in Exhibit A attached hereto and  
incorporated herein by this reference, San Mateo County Assessor's Parcel Numbers 050-470-  
050 (the "Grantor Property").

B. District is the owner of certain real property situated in San Mateo County, which  
is immediately adjacent to the Grantor Property and is commonly known as the Pulgas Ridge  
Open Space Preserve, as it currently exists or may be expanded in the future, as generally  
depicted in Exhibit B attached hereto and incorporated herein by this reference (the "District  
Preserve").

C. A County facility is located on Grantor's Property including certain future  
parking spaces situated near the property boundary shared by Grantor's Property and the District  
Preserve. County agrees to offer parking spaces on Grantor's Property to the District for its non-  
exclusive use.

D. The District desires to obtain a perpetual non-exclusive public parking easement  
in order to allow the general public to enter, cross and park vehicles on the Grantor's Property to  
serve visitors to the District Preserve as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Public Parking Easement

(a) Easement Scope and Description. Grantor hereby grants to District a perpetual, non-exclusive public parking easement, as appurtenant to the District Preserve, as the District Preserve currently exists or may be expanded in the future, for ten (10) “first come, first served” vehicle parking spaces for use by the general public visiting the District Preserve seven days per week, 365 days per year from sunrise to 30 minutes after sunset, along with other related uses in, on, over, along, and through a portion of Grantor’s Parcel (“Public Parking Easement”). The Public Parking Easement shall also include necessary and reasonable access over the Grantor’s Parcel. A map of the Public Parking Easement is included in Exhibit C attached hereto and incorporated by this reference.

(b) Term. The term of this Easement shall commence on December 31, 2023 and shall be perpetual as long as the District Preserve is used for public open space and park purposes in accordance with Public Resources Code 5500 et seq, or as amended.

(c) Use Restrictions. Use of the Public Parking Easement, shall be limited to “first come, first served” use, by District Preserve visitors. County may utilize the spaces within the Public Parking Easement exclusively for guest parking for visitors to County’s facilities (but not County staff) on a first come, first served basis.

(d) Patrol and Enforcement. The District shall be responsible for patrol and enforcement of the use restrictions described in subparagraph (c) above and the District’s Regulations for Use of Midpeninsula Regional Open Space District Lands within the Public Parking Easement. The District shall install and maintain signage to inform District Preserve users of the restrictions described in subparagraph (c) above and to identify the 10 spaces.

(e) Repair and Maintenance. Grantor shall be solely responsible, at its sole cost and expense, for repairing and maintaining the parking spaces in good condition and for implementing, maintaining, repairing (and replacing when necessary) erosion protection including, without limitation, all drainage and erosion control structures and facilities. The District shall have no obligation to repair or maintain the parking spaces within the Public Parking Easement.

(f) Non-Exclusive Use. The Public Parking Easement shall be non-exclusive, and Grantor may make use of the Public Parking Easement as visitor parking, provided that such use is not offered to County staff and does not otherwise unreasonably interfere with District’s use of the Public Parking Easement or its intended purposes as permitted under this Agreement.

2. Representation and Warranties. Grantor represents and warrants to District that Grantor has good and marketable title to the Grantor Property, and there are no matters affecting title to

the Grantor Property that adversely affect the Public Parking Easement or the rights granted under this Agreement.

3. Requirements of Law. District shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, "Laws") of all governmental authorities now existing or hereafter created affecting the Public Parking Easement granted herein, or uses thereof.

4. Mechanic's Liens. District shall hold harmless, indemnify and defend Grantor from and against any mechanic's or other liens arising from District's work, including any liabilities, costs, losses, damages, expenses, causes of action, claims or judgments (including court costs and reasonable attorneys' fees) on account of such mechanic's or other liens.

5. Insurance. District warrants that it maintains a policy of commercial general liability insurance or self-insurance program against claims for bodily injury, personal injury, death and/or property damage occurring upon, in or about the Public Parking Easement. Upon Grantor's request, District shall furnish evidence of insurance coverage to Grantor. The requirements of this Section may be satisfied by delivery to Grantor of evidence of insurance coverage provided by membership in a governmental agency self-insurance or pooled risk program.

7. Indemnity. Grantor will protect indemnify, defend, and hold District and District's officers, directors, employees, and agents harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against District arising out of or in any way connected with Grantor's ownership, operation, maintenance, or management of Grantor's Property.

District will protect, indemnify, defend, and hold Grantor and Grantor's officers, directors, employees, and agents harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against Grantor arising out of or in any way connected with District's, possession, operation, or management of the Public Parking Easement.

9. Public Visitor Recreational Immunity. It is the intent of this paragraph to expressly recognize any and all recreational use immunities and any other immunities provided for under Section 846 of the California Civil Code and in Section 5075.4 of the California Public Resources Code and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law Grantor's liability for, or providing immunity from, claims against Grantor by third parties arising out of the use of Grantor's property in connection with recreational and/or trail uses. It is also the intent of this paragraph to preserve for District any and all recreational use immunities and any other immunities provided under California Government Code Sections 831.4 and 831.7 and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting District's liability for, or providing immunity from, claims against District by third parties. This paragraph is not intended

to, nor shall it be construed to, limit, affect or restrict any rights of either party or its officers, directors, agents or employees to assert any claims against the other party to which it may otherwise be entitled to under this Agreement.

10. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as “notice”) that any Party hereto gives to any other Party shall be in writing and shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by overnight courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to Grantor: San Mateo County  
Attn: Real Property Manager  
555 County Center, 4<sup>th</sup> Floor  
TEL: 650-363-4047

If to District: Midpeninsula Regional Open Space District  
Attn: Real Property Manager  
330 Distel Circle  
Los Altos, CA 94022-1404  
Telephone: (650) 691-1200  
Facsimile: (650) 691-0485

11. Subordination. The Public Parking Easement shall be superior to any and all deeds of trusts, mortgages, liens, ground leases, licenses, covenants or encumbrances recorded after the recordation of this Agreement that affect the Grantor’s Property, and this Agreement shall survive the foreclosure or termination of any such instrument or interest.

12. Authority. The Grantor and District, respectfully, represent and warrant that each has the power and authority to execute and carry out the terms and provisions of this agreement.

13. No Partnership. Nothing contained in this Agreement shall be construed as making Grantor and District joint venturers or partners.

14. Miscellaneous

(a) Resolution of Disputes.

(i) Consultation and Resolution Process. In the event either party believes the other party to this Agreement has failed to comply with its terms, or wishes to propose an amendment to this Agreement to address any term or condition herein, or to discuss any

operational issues concerning the Public Parking Easement, the parties agree to meet and confer within thirty (30) days of receipt of a written request for consultation delivered to the other party as set out in Section 10 herein.

(ii) If the consultation process set out above fails to resolve any dispute arising out of or relating to this Agreement or the performance or breach thereof, the parties agree to participate in good faith in non-binding mediation in order to resolve their dispute prior to pursuing any available legal remedies.

(b) Captions. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof.

(c) Exhibits. Each of the Exhibits referenced in this Agreement is attached hereto and incorporated herein.

(d) Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties hereto or by their successors and assigns.

(e) Time. Time is of the essence of this Agreement.

(f) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Agreement, such consent or approval shall be given in writing.

(g) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(h) Terms Run with the Land. The easements, terms, covenants and conditions contained herein shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.

(i) Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

(j) Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**GRANTOR:**

COUNTY OF SAN MATEO, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Michael P. Callagy, County Manager

Date: \_\_\_\_\_

**DISTRICT:**

MIDPENINSULA REGIONAL OPEN SPACE  
DISTRICT, a Public District formed pursuant to  
Section 3 of Chapter 3 of Division 5 of the  
California Public Resources Code

By: \_\_\_\_\_  
Ana Ruiz, General Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilary Stevenson, General Counsel

**ATTEST:**

By: \_\_\_\_\_  
Jennifer Woodworth, District Clerk

## **ACKNOWLEDGMENT**



**Exhibit A**  
**Grantor Property**

**Exhibit B**  
**Map of District Preserve**

# EXHIBIT C

## Public Parking Easement

