

EASEMENT DEDICATION AGREEMENT

THIS EASEMENT DEDICATION AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter the "COUNTY"), and the CABRILLO UNIFIED SCHOOL DISTRICT, a special district (hereinafter the "DISTRICT"), with reference to the following:

WHEREAS, DISTRICT is the owner of El Granada Elementary School (the "School"), located at 400 Santiago Street, Half Moon Bay, CA 94019, also known as County Assessor's Parcel Number 047-330-020, in unincorporated San Mateo County, California (hereinafter the "Property"); and

WHEREAS, DISTRICT desires to dedicate by donation, and COUNTY desires to accept, a multi-use public trail easement (the "Trail Easement") vested in COUNTY encumbering the Property, which easement is described and shown on Attachment 1 attached hereto and incorporated herein by reference; and

WHEREAS, DISTRICT desires to dedicate by donation, and COUNTY desires to accept, a temporary construction easement (the "TCE") across the Property, which TCE is described and shown on Attachment 2 attached hereto and incorporated herein by reference; and

WHEREAS, COUNTY will build and maintain a new multi-use public trail (the "Trail") within the Trail Easement at COUNTY'S sole cost and expense; and

WHEREAS, COUNTY will use the TCE to facilitate the construction of the Trail; and

WHEREAS, the Trail will be of mutual benefit to both DISTRICT and COUNTY by providing safe travel and access routes for students and the community to the School and surrounding neighborhoods while also providing recreational opportunities to the public; and

WHEREAS, pursuant to California Education Code Section 17556, the governing board of any school district may, pursuant to this article, dedicate or convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes, either with or without consideration and without a vote of the electors of the district first being taken, any real property belonging to the district, either in fee or any lesser estate or interest therein; and

WHEREAS, the Trail Easement provides for pedestrian and bicycle travel to the School as an integral part of the street and highway facilities and transportation system adjacent to the School; and

WHEREAS, pursuant to California Government Code Section 25354, COUNTY may receive from other sources lands donated to the COUNTY for the purpose of aiding in the construction of COUNTY roads or other specific purposes such as trails, and may use the property for such purposes; and

WHEREAS, DISTRICT and COUNTY agree that DISTRICT shall dedicate said Trail Easement to COUNTY without monetary compensation in exchange for COUNTY's construction and maintenance of the Trail improvements on the Trail Easement at COUNTY's sole cost and expense.

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

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

It is agreed that the Trail Easement and TCE conveyed by this Agreement are being donated to the COUNTY by the undersigned DISTRICT. DISTRICT, having initiated this donation, has been informed of the right to compensation for the Trail Easement and TCE donated and hereby waives such right to compensation.

DISTRICT hereby agrees to convey to COUNTY the permanent Trail Easement by Deed of Easement and Dedication (hereinafter the "Trail Easement Deed") in a form substantially similar to Attachment 3 attached hereto and incorporated herein by reference.

DISTRICT hereby agrees to convey to COUNTY the TCE by Temporary Construction Easement Deed (hereinafter the "TCE Deed") in a form substantially similar to Attachment 4 attached hereto and incorporated herein by reference.

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

This Agreement is subject to approval by COUNTY's Board of Supervisors, which is an express condition precedent to COUNTY's duty to perform.

2. DISTRICT OBLIGATIONS: Upon DISTRICT'S execution of this Agreement and execution and acknowledgement of the Easement Deed, DISTRICT shall deliver such documents to COUNTY for execution of the Agreement and acceptance of the Easement Deed.

3. COUNTY OBLIGATIONS AND RECORDATION OF DEED:

(a) Prior to COUNTY'S start of construction on the Property, COUNTY shall record with the San Mateo County Recorder's Office the Trail Easement Deed. The TCE Deed shall not be recorded. COUNTY shall pay all recording fees, as well as the documentary stamp tax, if any, incurred in the recordation of the above documents.

(b) Within ten (10) business days of execution of this Agreement and the TCE by COUNTY, COUNTY shall deliver a copy of the fully executed Agreement and TCE to DISTRICT.

(c) Within ten (10) business days of COUNTY'S receipt of the recorded Trail Easement Deed from the COUNTY Recorder's Office, COUNTY shall deliver a copy of the recorded Trail Easement Deed to DISTRICT.

(d) Any Trail Facilities installed and maintained within the Trail Easement by COUNTY shall be constructed and maintained by COUNTY at COUNTY'S sole cost and expense.

4. IMMEDIATE POSSESSION AND USE: DISTRICT grants to COUNTY and its contractors, agents, representatives, employees and all others deemed necessary by COUNTY, the irrevocable right to possession and use of the Trail Easement and TCE, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the Trail Easement and TCE. COUNTY shall have the right to possess the Trail Easement and TCE and begin construction of the Trail on the date this Agreement has been fully executed by both parties.

5. TITLE AND DEED:

(a) The property interests in the Trail Easement and TCE conveyed by DISTRICT to COUNTY are to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to DISTRICT, except covenants, conditions, restrictions, and reservations of record approved by COUNTY.

(b) DISTRICT represents and warrants that no lien, debt, or deed of trust encumbers the Property. In the event a lien, debt, or deed of trust encumbers the Property prior to recordation of the Trail Easement Deed, DISTRICT shall obtain subordination of such lien, debt, or deed of trust to COUNTY'S Trail Easement. Such subordination shall be recorded simultaneously with the Trail Easement Deed.

6. GOOD FAITH DISCLOSURE: DISTRICT has made and shall make good faith disclosure to COUNTY of any and all known facts, findings, or information regarding the areas that are the subject of this Agreement including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express

or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

7. INDEMNIFICATION:

(a) DISTRICT assumes no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of DISTRICT'S breach of a legal duty.

(b) COUNTY agrees to defend, indemnify, and hold DISTRICT harmless from any claims or damages resulting from COUNTY's or the public's use of the Trail Easement or COUNTY's use of the TCE, unless said claims or damages are as a result, in part or wholly, of DISTRICT'S breach of a legal duty.

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

TO COUNTY:

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

TO DISTRICT:

Jesus Contreras
Chief Business Officer
Cabrillo Unified School District
498 Kelly Ave.
Half Moon Bay, CA 94019
Tel: (650) 712-7135
Email: contrerasj@cabrillo.k12.ca.us

9. TERMINATION: If COUNTY is unable to secure any permits, approvals, or funding needed for the Trail project, or if COUNTY learns of conditions which, in COUNTY'S sole discretion, render the Trail project infeasible, COUNTY shall have the

right to terminate this Agreement at any time prior to the start of Trail construction by written notice to DISTRICT to be effective immediately.

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

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

12. CONSTRUCTION: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

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

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

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

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

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

Trustees shall evidence said approval by the Board of Trustees.

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

[Balance of page intentionally left blank.]

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

"COUNTY"

COUNTY OF SAN MATEO

By: _____
David J. Canepa, President
Board of Supervisors

Date: _____

"DISTRICT"

CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Sean McPhetridge, Ed.D., Secretary
Board of Trustees

Date: 2/12/21

Attachment 1
Permanent Trail Easement
Legal Description and Plat
(see following pages)



ENGINEERS
SURVEYORS
PLANNERS

December 28, 2020
Project No. 20140242

LEGAL DESCRIPTION
PERMANENT TRAIL EASEMENT

All that certain real property situate in the city of Half Moon Bay, County of San Mateo, State of California, described as follows:

Being a portion of the lands described in that certain document entitled "GRANT DEED" recorded on September 23, 1954 in Volume 2656, Page 563 Official Records of said county, being more particularly described as follows:

BEGINNING at the southerly corner of the lands described in said Grant Deed, said point being on the northerly right of way line of Cabrillo Highway;

Thence along said right of way line, North 62°52'24" West, 556.95 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence continuing along said right of way line, North 62°52'24" West, 39.01 feet;

Thence leaving said right of way line, North 42°53'46" West, 133.23 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 99.00 feet, through a central angle of 39°41'04", for an arc length of 68.57 feet;

Thence North 82°34'50" West, 135.45 feet to said northerly right of way line;

Thence along said right of way line, North 62°52'24" West, 37.36 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South 38°24'54" East;

Thence leaving said right of way line, easterly along said curve having a radius of 31.00 feet, through a central angle of 45°50'04", for an arc length of 24.80 feet;

Thence South 82°34'50" East, 148.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 121.00 feet, through a central angle of 12°08'27", for an arc length of 25.64 feet;

Thence North 26°31'53" East, 5.05 feet;

Thence North 89°09'37" East, 36.40 feet;



ENGINEERS
SURVEYORS
PLANNERS

December 28, 2020
Project No. 20140242

Thence South $26^{\circ}31'53''$ West, 22.18 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South $34^{\circ}54'49''$ West;

Thence southeasterly along said curve having a radius of 121.00 feet, through a central angle of $12^{\circ}11'25''$, for an arc length of 25.74 feet;

Thence South $42^{\circ}53'46''$ East, 148.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 31.00 feet, through a central angle of $43^{\circ}55'31''$, for an arc length of 23.77 feet to the **TRUE POINT OF BEGINNING**.

Containing 8,995 square feet more or less.

BASIS OF BEARINGS:

The bearings were based on NAD 83, California Coordinate System of 1983, EPOCH 2011. Distances shown hereon are ground level distances. Multiply distances by 0.99999714 to obtain grid values.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



12/28/2020

Date

END OF DESCRIPTION

Attachment 2
Temporary Construction Easement
Legal Description and Plat
(see following pages)



ENGINEERS
SURVEYORS
PLANNERS

December 16, 2020
Project No. 20140242

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

All that certain real property situate in the city of Half Moon Bay, County of San Mateo, State of California, described as follows:

Being a portion of the lands described in that certain document entitled "GRANT DEED" recorded on September 23, 1954 in Volume 2656, Page 563 Official Records of said county, being more particularly described as follows:

BEGINNING at the southerly corner of the lands described in said Grant Deed, said point being on the northerly right of way line of Cabrillo Highway;

Thence along said northerly right of way line, North 62°52'24" West, 551.47 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence continuing northwesterly along said right of way line, North 62°52'24" West, 59.12 feet;

Thence leaving said right of way line, North 42°53'46" West, 119.47 feet to the beginning of a tangent curve to the left;

Thence along said curve having a radius of 94.00 feet, through a central angle of 39°41'04", for an arc length of 65.11 feet;

Thence North 82°34'50" West, 121.49 feet to said northerly right of way line;

Thence along said right of way line, North 62°52'24" West, 57.60 feet to the beginning of a non-tangent curve concave southerly, whose radius point bears South 41°59'11" East;

Thence leaving said right of way line, easterly along said curve having a radius of 36.00 feet, through a central angle of 49°24'21", for an arc length of 31.04 feet;

Thence South 82°34'50" East, 148.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 126.00 feet, through a central angle of 10°07'25", for an arc length of 22.26 feet;

Thence North 26°31'53" East, 3.74 feet;

Thence North 89°09'37" East, 47.66 feet;

Thence South 26°31'53" West, 26.16 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South 36°52'56" West;

Thence southeasterly along said curve having a radius of 126.00 feet, through a central angle of 10°13'18", for an arc length of 22.48 feet;

Thence South 42°53'46" East, 148.38 feet to the beginning of a tangent curve to the right;

Thence along said curve having a radius of 36.00 feet, through a central angle of 47°45'48", for an arc length of 30.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 12,955 square feet more or less.

BASIS OF BEARINGS:

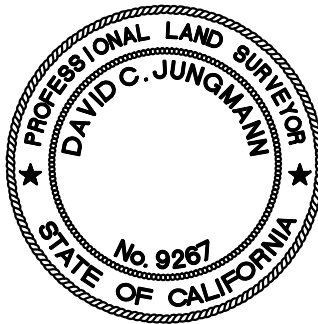
The bearings were based on NAD 83, California Coordinate System of 1983, EPOCH 2011. Distances shown hereon are ground level distances. Multiply distances by 0.99999714 to obtain grid values.

A plat showing the above described parcel is attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.



David Jungmann, PLS 9267



END OF DESCRIPTION

12/16/2020
Date

LEGEND

LOT LINE
EASEMENT LINE
RADIAL LINE
DOCUMENT NUMBER
RADIAL BEARING

DN.
(R)

TEMPORARY CONSTRUCTION EASEMENT
AREA = 12,955 SQ.FT. ±



SANTIAGO AVENUE

LANDS OF
PENINSULA OPEN SPACE TRUST
DN. 2003-065506



LANDS OF
CABRILLO UNIFIED
SCHOOL DISTRICT
VOL. 2656, PG. 563

LANDS OF
MORTGAGE INVESTORS X LLC
DN. 2017-054019

CABRILLO HIGHWAY
(HIGHWAY 1)
N62°52'24"W (N64°07'20"W)



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N26°31'53"E	3.74'
L2	N89°09'37"E	47.66'
L3	S26°31'53"W	26.16'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	36.00'	49°24'21"	31.04'
C2	126.00'	10°07'25"	22.26'
C3	126.00'	10°13'18"	22.48'
C4	36.00'	47°45'48"	30.01'

ATTACHMENT 2 - PAGE 3 OF 3

BKF100 YEARS
ENGINEERS • SURVEYORS • PLANNERS

255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

Subject TEMPORARY CONSTRUCTION EASEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20140242
By BDF Chkd. DCJ Date 12/16/2020
3 OF 3

Attachment 3
Trail Easement Deed
(See Following Pages)

WHEN RECORDED RETURN TO:
REAL PROPERTY SERVICES DIVISION
COUNTY OF SAN MATEO
555 County Center, 4th Floor
Redwood City, CA 94063

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

THIS SPACE FOR RECORDER'S USE ONLY

APN: 047-330-020 (portion)

Property Address: 400 Santiago Street, Half Moon Bay, CA 94019

**DEED OF EASEMENT
AND DEDICATION
(MULTI-USE PUBLIC TRAIL EASEMENT)**

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

CABRILLO UNIFIED SCHOOL DISTRICT, a special district, (hereinafter referred to as "Grantor"),
AND

COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter referred
to as "Grantee").

WHEREAS, Grantor is the owner of that certain property situated in unincorporated County of
San Mateo currently referred to as County Assessor's Parcel Number 047-330-020, and also
known as 400 Santiago Street, Half Moon Bay, California (hereinafter the "Property"); and

WHEREAS, Grantor and Grantee desire for Grantee to construct and maintain certain multi-use
public trail improvements and other appurtenances (the "Trail Facilities") over, under, upon and
through a portion of the Property in accordance with specifications of Grantee and at Grantee's
sole cost and expense; and

WHEREAS, Grantor desires to dedicate to Grantee, which desires to accept, a permanent multi-
use public trail easement and right of way over, under, upon and across at any time without
notification all that real property described and shown in **EXHIBIT "A" attached hereto and made
a part hereof** (the "Easement Area"); together with the perpetual right of ingress to and egress
from said Easement Area, for the purpose of exercising and performing all of the rights and
privileges herein granted; and

WHEREAS, Grantor and Grantee agree that all right, title and interest in and to the Trail Facilities to be installed and maintained within the Easement Area by Grantee at Grantee's cost shall vest in Grantee; and

WHEREAS, Grantor assumes no liability for loss or damage to Grantee's property, or injury to or death of any agent, employee, or contractor of Grantee, unless said loss, damage, injury, or death is as a result, in part or wholly, of Grantor's breach of a legal duty; and

WHEREAS, Grantee agrees to defend, indemnify, and hold Grantor harmless from any claims or damages resulting from Grantee's or the public's use of the Easement Area, unless said claims or damages are as a result, in part or wholly, of Grantor's breach of a legal duty.

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

1. The recitals above are hereby incorporated by reference and made a part hereof as if set forth in full.
2. Grantor hereby grants and conveys to Grantee a permanent multi-use public trail easement over, under, upon and through the Easement Area for multi-use public trail purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a multi-use public trail, of such dimensions as Grantee shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across the Easement Area at any time without notification, together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.
3. Grantor retains the right to use the Easement Area except that within the Easement Area, no permanent surface improvements, fences, trees, shrubs, vines, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the rights granted herein.
4. Grantee shall have the right to clear or keep clear from the Easement Area all buildings, structures and facilities that may interfere with the use of the Easement Area at the expense of the party or parties responsible for the installation of same. Grantee, its successors, assigns, contractors and employees shall have the right, but not the obligation, to maintain, trim and cut trees, shrubs, vines, vegetation and roots, if any, as may endanger or interfere with the operation or use of the public Trail Facilities within and above the Easement Area.
5. Grantor and Grantee agree that the Trail Facilities within the Easement Area shall be constructed and maintained by Grantee at Grantee's sole cost and expense.
6. Grantor and Grantee agree that all right, title and interest in and to the Trail Facilities to be installed within the Easement Area by Grantee at Grantee's cost shall vest in Grantee.

7. Grantor assumes no liability for loss or damage to Grantee's property, or injury to or death of any agent, employee, or contractor of Grantee, unless said loss, damage, injury, or death is as a result, in part or wholly, of Grantor's breach of a legal duty.

8. Grantee agrees to defend, indemnify, and hold Grantor harmless from any claims or damages resulting from Grantee's or the public's use of the Easement Area, unless said claims or damages are as a result, in part or wholly, of Grantor's breach of a legal duty.

9. 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 this Deed of Easement and Dedication on the day and year first written above.

Grantor:
CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Sean McPhetridge, Ed.D., Secretary
Board of Trustees

ACKNOWLEDGMENT

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

State of California

County of _____

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

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

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

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the DEED OF EASEMENT AND DEDICATION dated _____, from CABRILLO UNIFIED SCHOOL DISTRICT, a special district, as Grantor, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on _____, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on _____, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____.

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
Clerk of the Board

Attachment 4
Temporary Construction Easement Deed
(See Following Pages)

TEMPORARY CONSTRUCTION EASEMENT DEED
(NOT FOR RECORDATION)

CABRILLO UNIFIED SCHOOL DISTRICT, as Grantor herein, owner of that certain property situated in unincorporated County of San Mateo currently referred to as Assessor's Parcel Number 047-330-020, and also known as 400 Santiago Street, Half Moon Bay, California (hereinafter the "Property"),

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SAN MATEO, a political subdivision of the State of California, its authorized agents, contractors, officers and employees, as Grantee herein, a temporary construction easement (hereinafter the "TCE"), including the right to enter upon, store, and move equipment and materials to facilitate the construction of certain multi-use public trail improvements and other appurtenances (hereinafter the "Trail Facilities") in accordance with specifications of Grantee in, on, over, along, under, and across a portion of the Property described and shown in **EXHIBIT "A" attached hereto and made a part hereof** (the "TCE Area").

It is contemplated that this TCE shall be for a period of one (1) year, which shall begin upon the date construction of the Trail Facilities commences on the TCE area. This TCE shall terminate upon the filing of a "Notice of Completion" by Grantee's contractor performing the above-mentioned work, or by notification by Grantee that construction has been completed. However, in the event construction is not completed within said one (1) year period, the TCE shall be extended until such completion.

The Grantee, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during Grantee's entry thereon.

By Grantee's exercise of this TCE, Grantor assumes no liability for loss or damage to Grantee's property, or injury to or death of any agent, employee, or contractor of Grantee, unless said loss, damage, injury, or death is as a result, in part or wholly, of Grantor's breach of a legal duty.

Grantee agrees to defend, indemnify and hold Grantor harmless from any claims or damages resulting from Grantee's use of the TCE, unless said claims or damages are as a result, in part or wholly, of Grantor's breach of a legal duty.

Grantee, its authorized agents, employees, and contractors shall replace and/or repair any improvements outside of the permanent Trail Easement destroyed or damaged as a result of the rights granted under this TCE. If any improvements outside of the permanent Trail Easement are damaged or removed by Grantee, its authorized agents, employees, or contractors, they shall be restored or replaced by Grantee to as near the original condition and location as is practicable. If any mature trees outside of the permanent Trail Easement are damaged to the extent that they

do not survive, Grantee shall replace each such tree with two of the same species of trees of not less than 5-gallon size as Grantor's sole remedy.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Temporary Construction Easement Deed as of the dates set forth below.

"Grantor"

CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Sean McPhetridge, Ed.D., Secretary
Board of Trustees

Date: _____

"Grantee"

COUNTY OF SAN MATEO

By: _____
David J. Canepa, President
Board of Supervisors

Date: _____