

WHEN RECORDED RETURN TO:  
REAL PROPERTY SERVICES DIVISION  
COUNTY OF SAN MATEO  
555 County Center, 4<sup>th</sup> 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 12<sup>th</sup> day of February,  
2021, 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

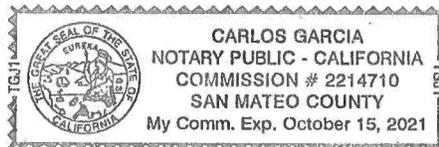
County of San Mateo

On February 12, 2021, before me, Carlos Garcia Notary Public  
(insert name and title of the officer)

personally appeared Sean McPhetridge,  
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 Carlos Garcia (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



**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;

Thence South 26°31'53" West, 22.18 feet to the beginning of a non-tangent curve concave southwesterly, whose radius point bears South 34°54'49" West;

Thence southeasterly along said curve having a radius of 121.00 feet, through a central angle of 12°11'25", for an arc length of 25.74 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 31.00 feet, through a central angle of 43°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**

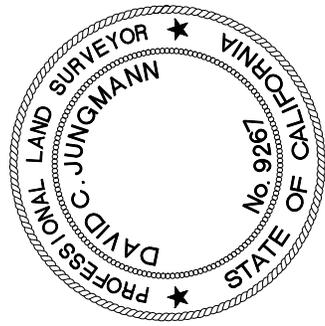
**LEGEND**

- LOT LINE
- EASEMENT LINE
- RADIAL LINE
- DN. (R)
- TRAIL EASEMENT  
AREA = 8,995 SQ.FT. ±

SANTIAGO AVENUE

LANDS OF  
PENINSULA OPEN SPACE TRUST  
DN: 2003-065506

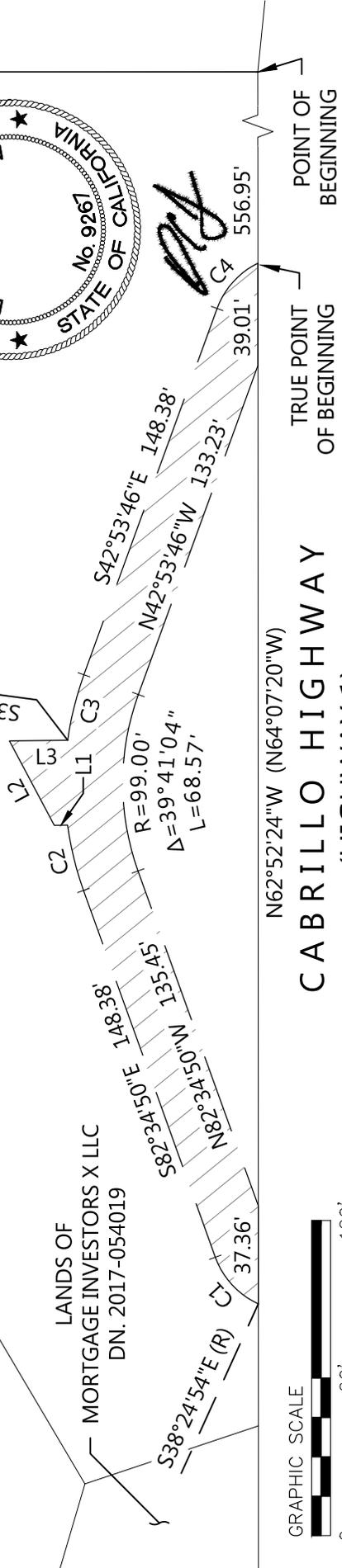
LANDS OF  
CABRILLO UNIFIED  
SCHOOL DISTRICT  
VOL. 2656, PG. 563



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N26°31'53"E	5.05'
L2	N89°09'37"E	36.40'
L3	S26°31'53"W	22.18'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	31.00'	45°50'04"	24.80'
C2	121.00'	12°08'27"	25.64'
C3	121.00'	12°11'25"	25.74'
C4	31.00'	43°55'31"	23.77'

LANDS OF  
MORTGAGE INVESTORS X LLC  
DN. 2017-054019



CABRILLO HIGHWAY  
(HIGHWAY 1)



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



Subject PERMANENT TRAIL EASEMENT  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
Job No. 20140242  
By BDF Chkd. DCJ Date 12/28/2020  
3 OF 3

Plotting Date: 12-28-20 PLOTTED BY: sep  
Drawing Name: \\bkt-cv\p\BKF\140242 sub-Model Trail\BKF\Maping\Plats & Layout\Access Easement\Y-PLAT-PERM-TRL-ESMT-2020-12-28.dwg