

RESOLUTION NO. 23-80A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AGREEMENT AND GRANT OF EASEMENT

SEWER AUTHORITY MID-COASTSIDE

(STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION)

RESOLVED, by the Board of Directors of the Sewer Authority
Mid-Coastside, San Mateo County, California, that

WHEREAS, this Authority has requested permission from the
State of California Department of Parks and Recreation to construct
certain improvements on lands owned by said State agency;

WHEREAS, in response to said request, there has been submitted
to this Authority a proposed agreement entitled "Agreement and Grant
of Easement", by and between this Authority and the State of California,
acting through its Department of Parks and Recreation; and

WHEREAS, said Agreement and Grant of Easement has been
reviewed and considered by this Board;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The above referenced Agreement and Grant of Easement in
form heretofore submitted to and considered by this Board is hereby
approved.
2. The Chairman is hereby authorized to execute said
Agreement on behalf of this Authority and the Secretary is hereby
authorized to countersign same.
3. The Manager shall forthwith deliver executed copies of said
Agreement to the Department of Parks and Recreation with a request
that upon execution by that State agency an executed copy be
returned to this Authority.

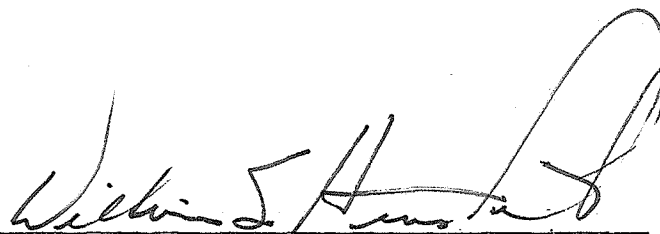
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I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, at a meeting thereof held on the 10th day of November, 1980, by the following vote:

AYES, and in favor thereof, Directors: Heaslet, Bishop, Chanslor, Shaw, Leger, Sawrey.

NOES, Directors: None.

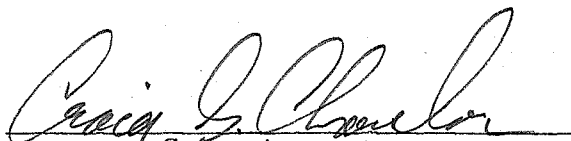
ABSENT, Directors: None.



Chairman

Sewer Authority Mid-Coastside

COUNTERSIGNED:



Secretary
Sewer Authority Mid-Coastside

AGREEMENT AND GRANT OF EASEMENT

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THIS AGREEMENT made and entered into this _____ day of _____, 19___, by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter called "STATE", and SEWER AUTHORITY MID-COASTSIDE, a political subdivision of the State of California, hereinafter called "GRANTEE";

W I T N E S S E T H:

That STATE, pursuant to the provisions of Section 5012 of the Public Resources Code, does hereby grant unto GRANTEE an easement for the purpose of construction, operation, and maintenance of a sanitary sewer over that real property situated in the County of San Mateo, State of California, being a portion of Parcels 1, 2, and 3 of that certain property described in the "Agreement for the Transfer of Control and Possession of State Owned Real Property", recorded May 26, 1976, in Volume 7137, page 454 of Official Records of San Mateo County, said portion being more particularly described as follows:

A strip of land 10 feet in width, 5 feet either side of the following described centerline:

Commencing at the northerly terminus of the course described as "N. 11° 32' 15" W., 69.15 feet" in the deed to the State of California, recorded March 9, 1950, in Volume 1815, page 151, of Official Records of San Mateo County; thence along the easterly boundary of Parcel 1 as said parcel is described in the aforementioned "Agreement for Transfer of Control and Possession", South 29° 6' 40" East 114.05 feet to the point of commencement of the centerline of said 10 foot strip and the true point of beginning; thence from said true point of beginning; South 46° 6' 29" West 31.01

1 feet; thence South 32° 07' 47" East 569.36 feet to the
2 southerly corner of Parcel 2 as said parcel is described in
3 aforementioned "Agreement for the Transfer of Control and
4 Possession of State Owned Real Property", said southerly
5 corner is the terminus of the centerline of said 10 foot
6 strip of land and bears South 29° 6' 40" East 576.48 feet
7 from the true point of beginning.

8 Containing 0.14 acre, more or less.

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10 This grant is made and accepted upon the following terms and
11 conditions:
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13 1. This grant is subject to all valid and existing contracts, leases,
14 licenses, encumbrances, and claims of title which may affect said property and
15 the use of the word "grant" herein shall not be construed as a covenant against
16 the existence of any thereof.

17 2. GRANTEE hereby waives all claims and recourse against the STATE for
18 loss or damage to persons or property arising from, growing out of, or in any
19 way connected with or incident to this agreement. GRANTEE agrees to indemnify,
20 save harmless, and defend the STATE, its officers, agents, and employees
21 against any and all claims, demands, or causes of action that may be brought
22 against the STATE, its officers, agents, and employees arising out of or in
23 any way connected with or incident to the use or occupancy of said premises
24 by the GRANTEE or the exercise by GRANTEE of the rights or privileges herein
25 granted.

26 3. STATE expressly reserves the right to the use of said property in any
27 manner, provided such use does not unreasonably interfere with the use of the
easement herein granted.

1 4. STATE expressly reserves the right to require GRANTEE, at the expense
2 of STATE, to remove and relocate all improvements placed by GRANTEE within the
3 easement upon determination by STATE that said improvements interfere with the
4 future development of STATE'S property. GRANTEE agrees that within one hundred
5 eighty (180) days after written notice from STATE of such determination by
6 STATE and demand for removal and relocation of said improvements, GRANTEE
7 shall remove and relocate said improvements to a feasible location on the
8 property of the STATE, and STATE shall furnish GRANTEE with a good and
9 sufficient similar easement for said improvements in such new location, and
10 GRANTEE thereupon shall reconvey to STATE the easement herein granted.

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12 5. This agreement and the rights and privileges herein given GRANTEE
13 shall terminate in the event that GRANTEE shall fail for a continuous period
14 of one (1) year to utilize the rights and privileges herein granted.

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16 6. In the event of the termination of this agreement GRANTEE shall, at
17 GRANTEE'S own expense, when requested in writing to do so by STATE, remove all
18 property and equipment placed by or for GRANTEE, upon the said premises and
19 restore said premises as nearly as possible to the same state and condition
20 they were in prior to the entry of GRANTEE upon said premises; but if GRANTEE
21 shall fail so to do within sixty (60) days after the aforesaid request is
22 given, STATE may do so, all at the cost and expense of GRANTEE to be paid by
23 GRANTEE on demand.

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25 Upon termination of the rights herein granted, GRANTEE shall execute
26 and deliver to STATE within thirty (30) days, a good and sufficient quitclaim
27 deed to the rights arising hereunder.

1 7. This agreement shall not, nor shall any interest therein or
2 thereunder, be assigned, mortgaged, hypothecated, or transferred by GRANTEE
3 whether voluntarily or involuntarily or by operation of law, nor shall GRANTEE
4 let or sublet, or grant any licenses or permits with respect to the use and
5 occupancy of the said premises or any portion thereof, without the written
6 consent of STATE being first had and obtained.

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8 8. GRANTEE is further given the right of reasonable ingress to and
9 egress from the easement hereby granted, provided, however, that existing
10 roads and trails shall be utilized for such purpose whenever reasonably
11 possible and further provided that if such road or trail is not available,
12 GRANTEE shall secure the consent of the STATE as to the route or routes to be
13 followed for the purpose of such ingress and egress. Such right of ingress
14 and egress shall at all times be exercised in a manner which will cause the
15 least damage to the property of the STATE.

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17 9. Upon completion of any work to be performed by GRANTEE on said
18 easement, GRANTEE shall restore the surface of the easement to a condition
19 satisfactory to the STATE.

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21 10. GRANTEE, in the exercise of the rights herein granted, shall at all
22 times comply with all applicable laws and lawful regulations, including such
23 rules and regulations for the State Park System now in effect or hereafter
24 adopted.

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1 11. GRANTEE agrees that no tree or plant shall be cut, injured, or
2 disturbed by GRANTEE without approval of the STATE. Any tree or slash so cut
3 or removed shall be disposed of in a manner satisfactory to STATE.
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5 IN WITNESS WHEREOF, the parties have executed this instrument upon
6 the date first hereinabove appearing.
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9 GRANTEE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

10
11 By *William J. ...*
12 By *Craig ...*
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By _____

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