

RESOLUTION NO. 4-82RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT
AND GRANT OF EASEMENT BETWEEN THE MONTARA SANITARY
DISTRICT AND THE SEWER AUTHORITY MID-COASTSIDE

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

WHEREAS, there has heretofore been presented to this Board an
Agreement and Grant of Easement by and between the Montara Sanitary
District and this Authority in furtherance of the purposes set forth in
that certain Joint Powers Agreement entitled, "An Agreement Creating
the Sewer Authority Mid-Coastside", dated February 3, 1976, as amended;
and

WHEREAS, the public interest would be served by entering into
said Agreement and Grant of Easement and accepting the easement therein
conveyed to this Authority;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED as
follows:

1. It is in the public interest that the certain Agreement and
Grant of Easement heretofore submitted to this Board be entered into
and said easement is hereby accepted by this Authority.

2. The Chairman is authorized to execute said document on
behalf of this Authority and the Secretary is authorized to countersign
same.

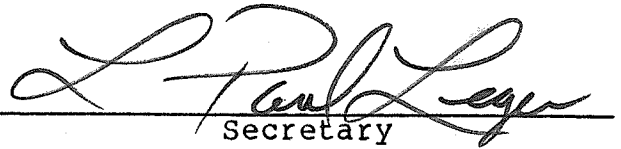
* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside at a meeting thereof held on the 8th day of February, 1982, by the following vote::

AYES, and in favor thereof, Directors: Chanslor, Shaw, Leger,
Foster, Bishop, Shapira.

NOES, Directors: None.

ABSENT, Directors: None.


Secretary

APPROVED:


Chairman

RESOLUTION NO. 432

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
AND GRANT OF EASEMENT BETWEEN DISTRICT AND
THE SEWER AUTHORITY MID-COASTSIDE

MONTARA SANITARY DISTRICT

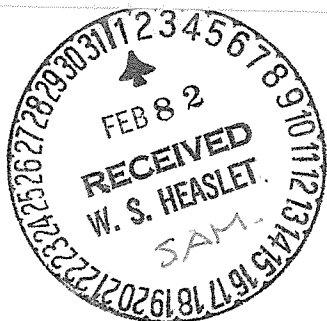
RESOLVED, by the Sanitary Board of the Montara Sanitary
District, San Mateo County, California, that

WHEREAS, there has heretofore been presented to this Board an
Agreement and Grant of Easement in furtherance of the purposes set
forth in that certain Joint Powers Agreement entitled, "An Agreement
Creating the Sewer Authority Mid-Coastside", dated February 3, 1976, as
amended; and

WHEREAS, the public interest would be served by entering into
said Agreement and Grant of Easement;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED as
follows:

1. It is in the public interest that the certain Agreement and
Grant of Easement heretofore submitted to this Board be entered into.
2. The President is authorized to execute said document on
behalf of this District and the Secretary is authorized to countersign
same.
3. An executed copy of said Agreement and Grant of Easement
shall be transmitted to the Sewer Authority Mid-Coastside.



* * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Sanitary Board of the Montara Sanitary District at a meeting thereof held on the 18th day of January, 1982, by the following vote of the members thereof:

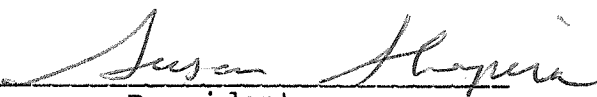
AYES, and in favor thereof, Members: Leger, Smith, Shapira, Volken

NOES, Members: None

ABSENT, Members: None


Secretary

APPROVED:


President

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT, and grant of easement, made and entered into this 18th day of January, 1982, by and between the MONTARA SANITARY DISTRICT, a California public corporation, hereinafter called "MONTARA", and the SEWER AUTHORITY MID-COASTSIDE, a California public entity, hereinafter called "SAM";

RECITALS OF FACT

MONTARA is a member agency of SAM, a Joint Powers Agency created pursuant to California Government Code Section 6500 et seq.

SAM has undertaken the construction of facilities for the treatment and disposal of sewage produced in each member agency and, following such construction, it is intended that such facilities be owned, maintained and operated by SAM.

A portion of the facilities constructed, or to be constructed by SAM, will be located on lands owned by MONTARA.

In consideration of SAM undertaking such construction, and in order for SAM to be able to own, operate and maintain such facilities, MONTARA desires to convey an easement therefor to SAM.

MONTARA will continue to have a need to use the lands burdened by such an easement in the furtherance of its own activities.

NOW, THEREFORE, the parties agree as follows:

1. MONTARA does hereby grant to SAM the easement more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof for the purpose of constructing, owning, maintaining and operating, consistent with that certain joint powers agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976, as amended, certain public

improvements designated to be constructed therein in those certain sets of plans identified as:

- a. "Unit 1: Intertie Pipelines", dated March 14, 1979; and
- b. "Unit 2: Pumping Facilities", dated December, 1979.

This grant of easement is conditioned upon the reasonable exercise thereof consistent with said Joint Powers Agreement, as amended, and any further amendments thereto.

2. SAM agrees to pay such escrow and recording fees incurred in this transaction including costs of title insurance premium if title insurance is desired.

3. MONTARA reserves the right to review all plans for the construction by SAM of facilities within the easement area in order that MONTARA may determine that such facilities are compatible with and do not unduly conflict with the integrity of, and MONTARA's ownership, operation and maintenance of, its existing and planned sewerage system.

4. MONTARA reserves the right to construct, operate and maintain any of its sanitary sewerage facilities located in said easement and to otherwise use said property in such manner as would not reasonably be expected to damage or interfere with the integrity of, or SAM's ownership, maintenance or operation of its facilities.

5. SAM shall hold MONTARA harmless, indemnify, and defend MONTARA and each of its officers, employees and agents against any and all claims, demands or causes of action that may be brought against MONTARA, its officers, employees and agents arising out of, or in any way connected with or incident to the performance of work and the use of the easement and access rights by SAM herein referred to.

6. MONTARA shall be diligent in protecting and avoiding damage

to SAM's facilities, and shall indemnify SAM from loss or liability for damage caused by any construction, operation, maintenance, or other activity of MONTARA within the easement area following construction of SAM's facilities therein, and bear all cost of damage, loss, expense, relocation, reconstruction or repair of SAM's facilities as a consequence of such acts or negligence of MONTARA, its agents, employees and contractors.

7. In the event that SAM resolves to abandon any of its facilities within the easement area, it agrees to take such steps to abandon said easement, or appropriate portions thereof, in favor of MONTARA.

8. Upon completion of the proposed facilities hereunder, SAM shall promptly restore, as near as possible, the surface of the ground to the condition of which it was prior to the commencement of the work, and SAM agrees not to cause waste upon said property described herein.

9. This agreement and the rights and privileges herein given SAM shall terminate in the event that SAM shall fail for a continuous period of one (1) year to utilize the rights and privileges herein granted. In the event of the termination of this agreement SAM shall, at SAM's own expense, when requested in writing to do so by MONTARA, remove all property and equipment placed by or for SAM upon the said premises, and restore said premises as nearly as possible to the same state and condition they were in prior to the entry of SAM upon said premises; but, if SAM shall fail so to do within sixty (60) days after the aforesaid request is given, MONTARA, may do so, all at the cost and expense of SAM, to be paid by SAM on demand. Upon termination of the

rights herein granted, SAM shall execute and deliver to MONTARA within thirty (30) days, a good and sufficient quitclaim deed to the rights arising hereunder.

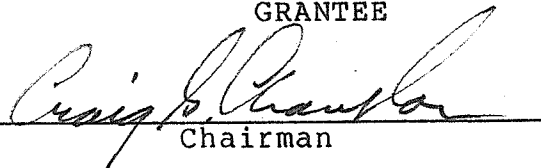
10. This agreement shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated or transferred by SAM whether voluntarily, or involuntarily or by operation of law, nor shall SAM let or sublet, or grant any licenses or permits with respect to the use and occupancy of the said premises or any portion thereof, without the written consent of MONTARA being first had and obtained.

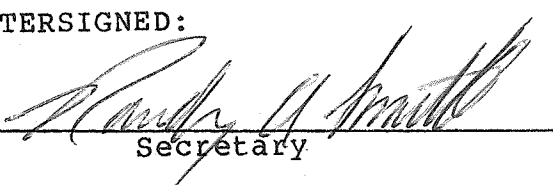
11. SAM is further given the right of reasonable ingress to and egress from the easement herein granted, provided, however, that existing methods of ingress and egress shall be utilized for such purpose whenever reasonably possible and further provided, that if such existing method is not available, SAM shall secure the consent of MONTARA as to the method to be followed for the purpose of such ingress and egress. Such right of ingress and egress shall at all times be exercised in a manner which will cause the least damage to the property of MONTARA.

MONTARA SANITARY DISTRICT
A Public Corporation
GRANTOR

SEWER AUTHORITY MID-COASTSIDE
A Joint Powers Agency
GRANTEE

BY 
President

BY 
Chairman

COUNTERSIGNED:

Secretary


COUNTERSIGNED:

Secretary

EXHIBIT "A"

An easement over, under, and upon a portion of the southerly 7.27 acres of that certain 11.80 acre parcel of land conveyed by Victoriano Guerrero, also known as Victoriano Guerrero Palomares, to the United States of America by deed, dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, said parcel being a portion of that certain tract of land known as the United States Light Station, Point Montara, California situated in the County of San Mateo, State of California, Rancho Corral de Tierra Palomares; said easement being over, under and upon that portion of said parcel, as delineated on the map attached hereto, and more particularly described as follows:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE ABOVE MENTIONED U.S. LIGHT STATION, SAID POINT OF BEGINNING BEING MARKED BY A CONCRETE MONUMENT WITH A BRONZE DISC STAMPED "U.S.C.G." SAID MONUMENT BEING SOUTH 1° 14' WEST 562.9 FEET FROM A U.S.L.H. MONUMENT SET AT THE NORTHEASTERLY CORNER OF LIGHT STATION, AND RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID 11.80 ACRE TRACT SOUTH 1° 14' 00" WEST 397.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81° 28' 52" WEST 81.52 FEET; THENCE NORTH 8° 04' 33" WEST 220.00 FEET; THENCE NORTH 81° 55' 27" EAST 40.00 FEET; THENCE NORTH 8° 04' 33" WEST 120.00 FEET; THENCE SOUTH 81° 55' 27" WEST 120.00; THENCE SOUTH 8° 04' 33" EAST 360.00 FEET; THENCE NORTH 81° 28' 52" EAST 158.35 FEET TO A POINT ON SAID EASTERLY BOUNDARY OF SAID 11.80 ACRE TRACT; THENCE NORTH 1° 14' 00" EAST 19.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.81 ACRES, MORE OR LESS.



U.S. LIGHTHOUSE RESERVE

CABRILLO HIGHWAY

N 88° 46' W
280.6'

S 81° 55' 27" W
120.00'

N 8° 04' 33" W
220.00'

40.00'

N 8° 04' 33" W
120.00'

S 81° 55' 27" W
27.00'

944.1'
N 5° 46' W
S 8° 04' 33" E 360.00'

N 1° 14' E 397.52'

557.10'

S 81° 28' 52" W
81.52'

158.35'
N 81° 28' 52" E

19.66'

165.58'
S 88° 46' E

DEED OF EASEMENT
MONTARA SANITARY DISTRICT TO
SEWER AUTHORITY MID-COASTSIDE

JUNE 1980
NTS