

1/26/82

RESOLUTION NO. 5-82RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT
AND GRANT OF EASEMENT BETWEEN THE GRANADA 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 Granada 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

GRANADA SANITARY DISTRICT
RESOLUTION NO. 384

RESOLUTION AUTHORIZING EXECUTION
OF "AGREEMENT AND GRANT OF EASEMENT"

BE IT RESOLVED by the District Board of Granada Sanitary District as follows:

1. That certain "Agreement and Grant of Easement", a copy of which is annexed hereto as an Exhibit between Granada Sanitary District and Sewer Authority Mid-Coastside is hereby approved.

2. The President and Secretary of the District are hereby authorized and directed to execute the "Agreement and Grant of Easement", and the Clerk is directed to forward an executed copy of the same, along with a copy of this Resolution 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 and passed at a meeting of the District Board of Granada Sanitary District, San Mateo County, California, held on the 9th day of March, 1982, by the following vote.


AYES, and in favor thereof, Members: Chancellor, Crawford, Foster, Moulton and Schuetrum

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 9th day of March, 1982, by and between the GRANADA SANITARY DISTRICT, a California public corporation, hereinafter called "GRANADA", and the SEWER AUTHORITY MID-COASTSIDE, a California public entity, hereinafter called "SAM";

RECITALS OF FACT

GRANADA 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 GRANADA.

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

GRANADA 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. GRANADA 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 on file in the office of SAM and entitled:

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

4. GRANADA 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 GRANADA harmless, indemnify, and defend GRANADA and each of its officers, employees and agents against any and all claims, demands or causes of action that may be brought against GRANADA, 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. GRANADA 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 GRANADA 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 GRANADA, 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 GRANADA.

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 GRANADA, 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, GRANADA, 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 GRANADA 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 GRANADA 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 GRANADA 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 GRANADA.

GRANADA SANITARY DISTRICT
A Public Corporation
GRANTOR

BY *Daniel A. Foster*
President

COUNTERSIGNED:

William Moulton
Secretary

SEWER AUTHORITY MID-COASTSIDE
A Joint Powers Agency
GRANTEE

BY *Craig J. Chandler*
Chairman

COUNTERSIGNED:

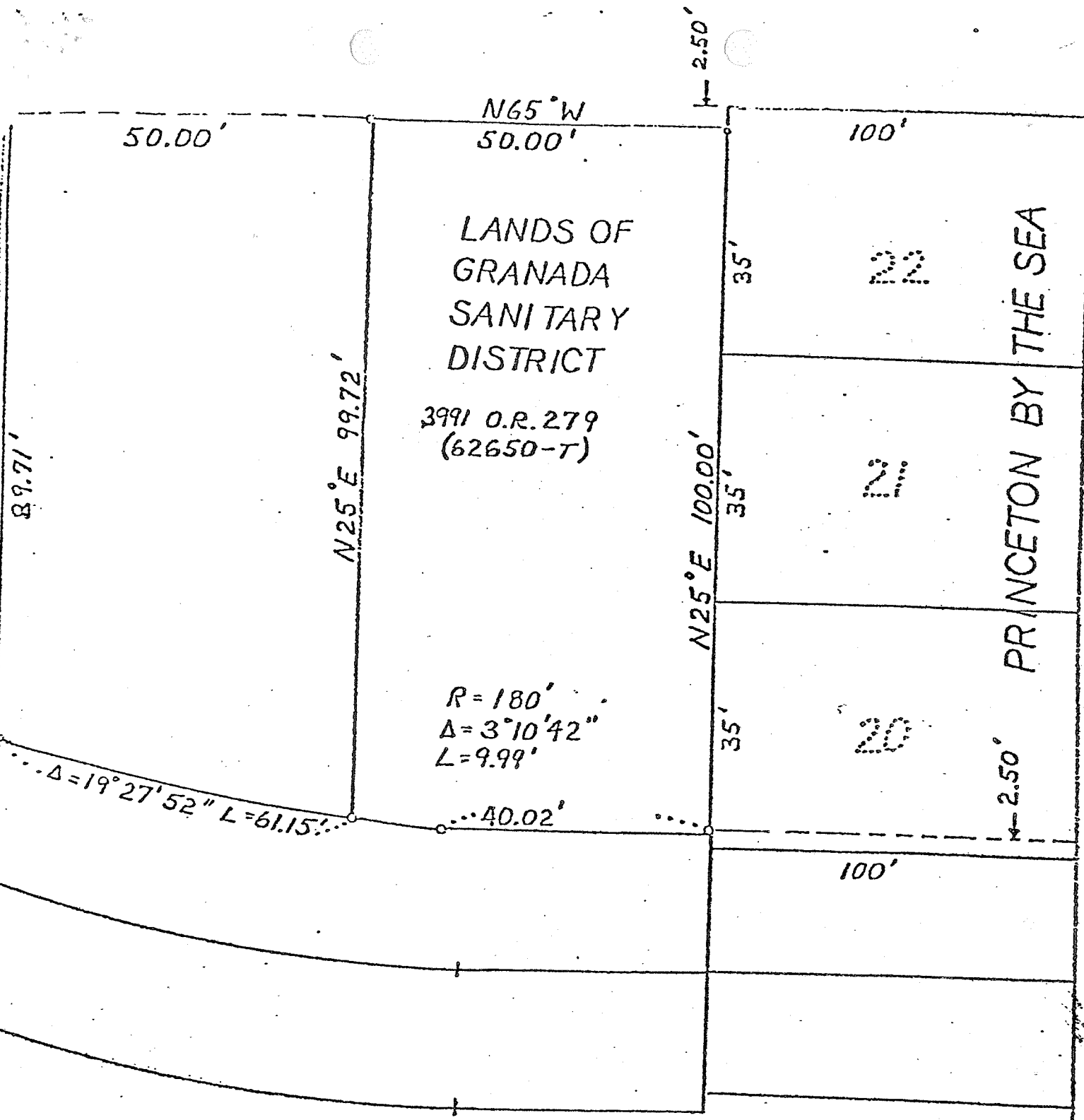
Paul Leger
Secretary

EXHIBIT "A"

An easement over, under and upon that certain real property situated in the County of San Mateo, State of California, more particularly described as follows:

PARCEL A

BEGINNING AT A POINT IN THE WESTERLY LINE OF BLOCK 13, SAID POINT LYING ALONG SAID LINE SOUTH 25° 00' 00" WEST 2.50 FEET FROM THE MOST NORTHERLY CORNER OF LOT 22, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "PRINCETON BY THE SEA, HALF MOON BAY, SAN MATEO COUNTY, CALIFORNIA", FILED SEPTEMBER 8, 1908, IN BOOK 6 OF MAPS, RECORDS OF SAN MATEO COUNTY AT PAGE 32; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO SAID WESTERLY LINE OF BLOCK 13, NORTH 65° 00' 00" WEST 50.00 FEET; THENCE SOUTH 25° 00' 00" WEST 99.72 FEET TO A POINT ON THE CURVE ON THE EASTERN RIGHT-OF-WAY LINE OF THE STRIP OF LAND, 40.00 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1, IN THE DEED DATED JUNE 18, 1940 AND RECORDED OCTOBER 28, 1940 IN BOOK 918 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 373; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT, TANGENT TO A LINE BEARING SOUTH 61° 49' 18" EAST WITH A RADIUS OF 180.00 FEET THROUGH A CENTRAL ANGLE OF 3° 10' 42" AN ARC DISTANCE OF 9.99 FEET; THENCE SOUTH 65° 00' 00" EAST 40.02 FEET TO A POINT IN THE WESTERLY BOUNDARY OF SAID BLOCK 13; THENCE ALONG LAST SAID BOUNDARY NORTH 25° 00' 00" EAST 100.00 FEET TO THE POINT OF BEGINNING.



LANDS OF
GRANADA
SANITARY
DISTRICT

3991 O.R. 279
(62650-T)

$R = 180'$
 $\Delta = 3^{\circ}10'42''$
 $L = 9.99'$

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

JUNE 1980
SCALE
1"=20'