

RESOLUTION NO. 6-82RESOLUTION ACCEPTING AND AUTHORIZING EXECUTION OF AGREEMENT
AND GRANT OF EASEMENT BETWEEN THE CITY OF HALF MOON BAY
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 City of Half Moon
Bay 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

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT, and grant of easement, made and entered into this 8TH day of FEBRUARY, 1982, by and between the CITY OF HALF MOON BAY, a California municipal corporation, hereinafter called "CITY", and the SEWER AUTHORITY MID-COASTSIDE, a California public entity, hereinafter called "SAM";

RECITALS OF FACT

CITY 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 CITY.

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

CITY is successor in interest in all property acquired by the Half Moon Bay Sanitary District.

CITY 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. CITY does hereby grant to SAM 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,

the easement more particularly described in Exhibit "A" attached hereto and by this reference hereby made a part hereof. This grant of easement is conditioned upon the reasonable exercise thereof within the purposes set forth in said Joint Powers Agreement, and any 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. CITY reserves the right to review all plans for the construction by SAM of facilities within the easement area in order that CITY may determine that such facilities are compatible with and do not unduly conflict with the integrity of, and CITY's ownership, operation and maintenance of, its existing and planned sewerage system.

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

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. The term of this agreement shall be twenty (20) years from the date of its execution. 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 CITY, 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 to do so within sixty (60) days after the aforesaid request is given, CITY 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 CITY 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 CITY 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 CITY as to the method to be followed for the purpose of such ingress and egress. Such right of ingress shall at all times be exercised in a manner which will cause the least damage to the property of CITY.

12. In consideration of the value of this lease granted by CITY to SAM, CITY shall receive a credit at a reasonable rate to be determined as provided for in Article IV, Section B(5) of the Joint Powers Agreement entitled "An Agreement Creating The Sewer Authority Mid-coastside", dated February 3, 1976, as amended.

CITY OF HALF MOON BAY,
A Municipal Corporation
GRANTOR

SEWER AUTHORITY MID-COASTSIDE,
A Joint Powers Agency
GRANTEE



Mayor



Chairman

COUNTERSIGNED:



City Clerk

COUNTERSIGNED:



Secretary

EXHIBIT "A"

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

PARCEL A:

THAT INTEREST WHICH WAS AWARDED TO THE PLAINTIFF BY FINAL JUDGMENT OF CONDEMNATION ISSUED IN EMINENT DOMAIN PROCEEDING IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO CASE NO. 84422, ENTITLED "HALF MOON BAY SANITARY DISTRICT, A PUBLIC CORPORATION, PLAINTIFF, VS. IDA JEANETTE MILLER BYRNES, ET AL, DEFENDANTS" RECORDED MAY 23, 1960 IN BOOK 3798 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 359 (57099-S) AS AMENDED BY ORDER AMENDING COMPLAINT, AS AMENDED, STIPULATION FOR JUDGMENT AND MODIFICATION THEREOF, AND INTERLOCUTORY AND FINAL JUDGMENTS OF CONDEMNATION RECORDED NOVEMBER 21, 1960 IN BOOK 3894 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 431 (9345-T), IN THE LANDS DESCRIBED AS FOLLOWS:

PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN DEED OF GIFT FROM FRANK MELLA, ALSO KNOWN AS FRANK MILLER AND CLARA ANNA MILLER, HIS WIFE, TO IDA JEANETTE MILLER BYRNES AND EVA FRANCES MILLER LANDSTRA, DATED JUNE 30, 1952 AND RECORDED AUGUST 16, 1954 IN BOOK 2633 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 680 (78716-L), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE WESTERLY LINE OF THE ROAD LEADING FROM SPANISHTOWN TO AMESPORT LANDING, SAID ROAD NOW BEING KNOWN AS STATE HIGHWAY NO. 1, FROM WHICH SAID STAKE THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM ERMINIA LERCARI NEE CEREHINO, ET AL, TO GIUSEPPE DEBENEDETTI, ALSO KNOWN AS JOSEPH DEBENEDETTI, RECORDED DECEMBER 1, 1902 IN BOOK 94 OF DEEDS AT PAGE 430, RECORDS OF SAN MATEO COUNTY; BEARS NORTH 40° 15' WEST 1058.64 FEET; THENCE FROM SAID

POINT OF BEGINNING SOUTH 55° 15' WEST, ALONG THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED LANDS OF BYRNES AND LANDSTRA, 1480.00 FEET TO A TRUE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED HEREIN; THENCE FROM SAID TRUE POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTHEASTERLY LINE ABOVE MENTIONED, SOUTH 55° 15' WEST 500.00 FEET TO THE CENTERLINE OF PILARCITOS CREEK, AS SAID CENTERLINE IS DESCRIBED IN THE AFOREMENTIONED DEEDS; THENCE NORTH 53° WEST, ALONG THE CENTERLINE OF SAID CREEK, 396.00 FEET TO THE CENTERLINE OF A DRAINAGE DITCH, AS SAID DITCH IS DESCRIBED IN THE ABOVE MENTIONED BYRNES AND LANDSTRA DEED; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE DITCH THE FOLLOWING COURSES AND DISTANCES: NORTH 30° 30' EAST 260.04 FEET, NORTH 60° 30' EAST 92.40 FEET, SOUTH 86° 30' EAST 130.02 FEET, SOUTH 56° EAST 118.80 FEET AND SOUTH 86° 15' EAST 150.48 FEET; THENCE LEAVING THE CENTERLINE OF SAID DRAINAGE DITCH SOUTH 44° 29' 53" EAST 194.41 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

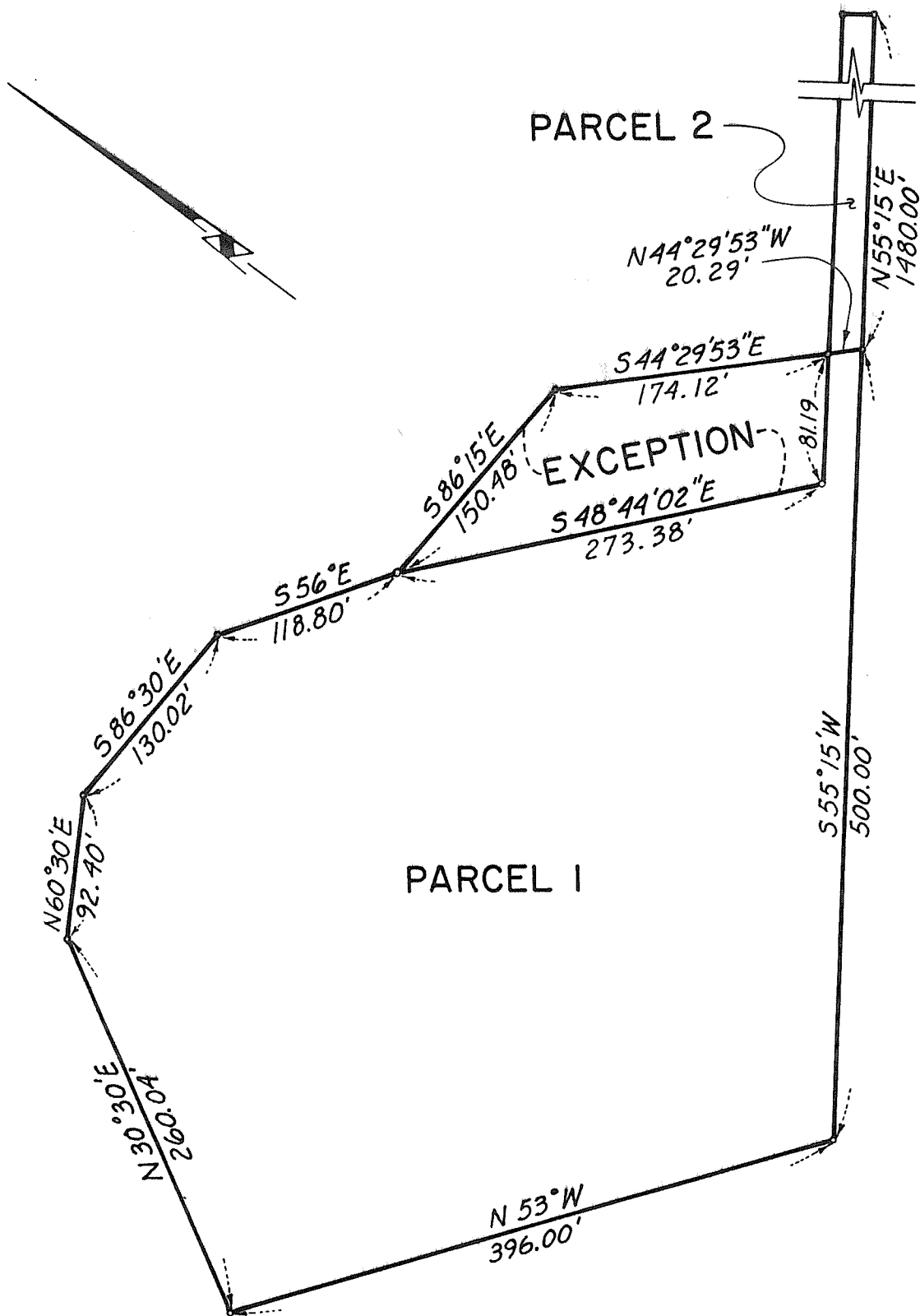
BEGINNING AT A STAKE ON THE WESTERLY LINE OF THE ROAD LEADING FROM SPANISHTOWN TO AMESPORT LANDING, SAID ROAD NOW BEING KNOWN AS STATE HIGHWAY NO. 1, FROM WHICH SAID STAKE THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM ERMINIA LERCARI NEE CEREGHINO, ET AL, TO GIUSEPPE DEBENEDETTI, ALSO KNOWN AS JOSEPH DEBENEDETTI, RECORDED DECEMBER 1, 1902 IN BOOK 94 OF DEEDS AT PAGE 430, RECORDS OF SAN MATEO COUNTY, BEARS NORTH 40° 15' WEST 1058.64 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 55° 15' WEST, ALONG THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED LANDS OF BYRNES AND LANDSTRA, 1480.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 44° 29' 53" WEST 20.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 55° 15' WEST 81.19 FEET; THENCE NORTH 48° 44' 02" WEST 273.38 FEET; THENCE SOUTH 86° 15' EAST 150.48 FEET; THENCE SOUTH 44° 29' 53" EAST 174.12 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A STAKE ON THE WESTERLY LINE OF THE ROAD LEADING FROM SPANISHTOWN TO AMESPORT LANDING, SAID ROAD NOW BEING KNOWN AS STATE HIGHWAY NO. 1, FROM WHICH SAID STAKE THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM ERMINIA LERCARI NEE CEREGHINO, ET AL, TO GIUSEPPE DEBENEDETTI, ALSO KNOWN AS JOSEPH DEBENEDETTI, RECORDED DECEMBER 1, 1902 IN BOOK 94

OF DEEDS AT PAGE 430, RECORDS OF SAN MATEO COUNTY, BEARS
NORTH 40° 15' WEST 1058.64 FEET; THENCE FROM SAID
POINT OF BEGINNING SOUTH 55° 15' WEST, ALONG THE
SOUTHEASTERLY LINE OF THE AFOREMENTIONED LANDS OF BYRNES
AND LANDSTRA, 1480.00 FEET:

A STRIP OF LAND 20 FEET IN WIDTH LYING
NORTHWESTERLY OF, PARALLEL AND CONTIGUOUS TO AND
MEASURED AT RIGHT ANGLES FROM THE LINE DESCRIBED
IMMEDIATELY ABOVE.



**DEED OF EASEMENT
CITY OF HALF MOON BAY TO
SEWER AUTHORITY MID-COASTSIDE**

JUNE, 1980
1" = 100'