

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044
Attn: City Clerk

(ABOVE LINE FOR RECORDER'S USE ONLY)

**Exempt from Recording Fee
Per Gov't Code section 27383**

GRANT OF STORM DRAINAGE EASEMENT

This Grant of Storm Drainage Easement (the “**Agreement**”) is made and entered into as of _____, 2016 (“**Effective Date**”), between the Pacifica School District, a public entity (the “**Grantor**”) and the City of Pacifica, a municipal corporation (“**Grantee**”). Grantor and Grantee may be referred to collectively herein as the “**Parties**.”

RECITALS

A. Grantor is the fee owner of that certain real property located at 1283 Terra Nova Boulevard in the City of Pacifica, County of San Mateo, State of California, identified by San Mateo County Assessor Parcel Number 023-650-010, and more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by this reference (“**Grantor’s Property**”).

B. The City owns storm drainage pipes that runs underground in a generally east-west orientation across the Grantor’s Property, as depicted in Exhibit C attached hereto (the “**Storm Drainage Pipe**”).

C. The Parties enter into this Agreement to provide the City with a recorded easement for the Storm Drainage Pipe and any related appurtenances and for ingress to and egress from the easement area and over Grantor’s Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Storm Drainage Easement. Grantor hereby grants and dedicates to Grantee a non-exclusive perpetual easement in, under, and upon the location depicted in Exhibit C and more particularly described in Exhibit D (“**Storm Drainage Easement Area**”),

together with the perpetual right of ingress to and egress from the Storm Drainage Easement Area, for storm drainage purposes, including the rights to access, excavate, install, replace, repair, reconstruct, upgrade, remove screens and maintain storm drainage pipes, manholes and appurtenances located within the Storm Drainage Easement Area.

2. Improvements; Landscaping. With the exception of the existing trees and school sports facilities, the Storm Drainage Easement Area is to be kept open and free from buildings, fences, trees, or structures of any kind.

3. Maintenance. The City shall, when undertaking any maintenance or repair work within the Storm Drainage Easement Area, utilize diligent good faith efforts to ensure that the work is undertaken expeditiously and in a manner to reasonably minimize any adverse impact upon activities that are being conducted on Grantor's Property. The City shall restore the surface of the Storm Drainage Easement Area to substantially the same condition as before such access.

4. Miscellaneous Provisions.

a. Mediation. Should any dispute arise over the interpretation of this Agreement, prior to any action being brought to enforce the terms of this Agreement, the Parties agree to first attempt to resolve any dispute through mediation with a mutually-agreed upon mediator, and to equally split the costs of such mediation.

b. Attorney's Fees. Should any dispute arise over the interpretation of this Agreement or should any action be brought to enforce the terms of this Agreement, the Parties agree to bear their own attorney's fees and costs.

c. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this Agreement shall be of no force or effect. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

d. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

f. Recitals; Exhibits. The Recitals above and Exhibits attached hereto are incorporated herein by reference.

g. Covenants Running with the Land. Grantor's Property is to be burdened by, and Grantee is to be benefited by, the provisions of this Agreement, and such property is to be benefited and burdened, as applicable by the covenants in this Agreement and is

to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing limitations, restrictions, easements, covenants, obligations and conditions. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor's Property and all parties having or acquiring any right, title, or interest in Grantor's Property and shall be binding upon and inure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

Pacifica School District, a public entity

By: _____
Name: _____
Its: _____
(signature must be notarized)

By: _____
Name: _____
Its: _____
(signature must be notarized)

GRANTEE:

CITY OF PACIFICA, a municipal corporation

By: _____
Lorie Tinfow, City Manager
(signature must be notarized)

APPROVED AS TO FORM:

Michelle Marchetta Kenyon, City Attorney

ACKNOWLEDGMENTS

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____ (Seal)

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____ (Seal)

EXHIBIT “A”

DESCRIPTION OF GRANTOR’S PROPERTY

22.842 Acres, Lands of the Pacifica School District located at 1283 Terra Nova Boulevard, City of Pacifica, San Mateo County, California, Assessor Parcel No. 023-650-010.

EXHIBIT "B"

DEPICTION OF GRANTOR'S PROPERTY

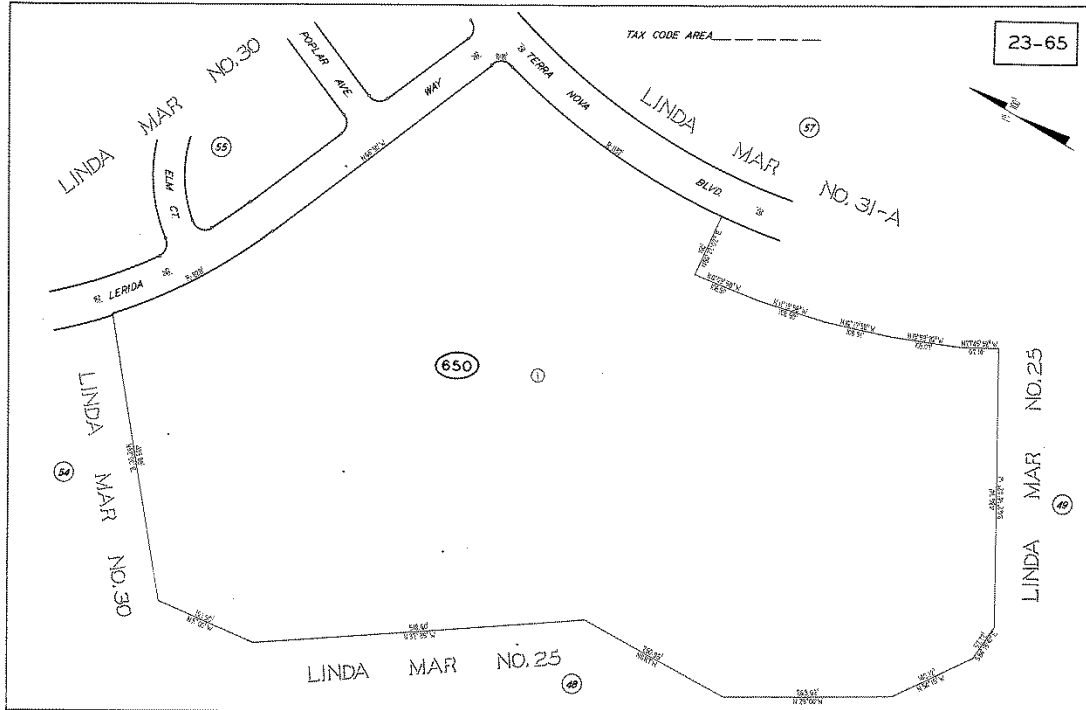
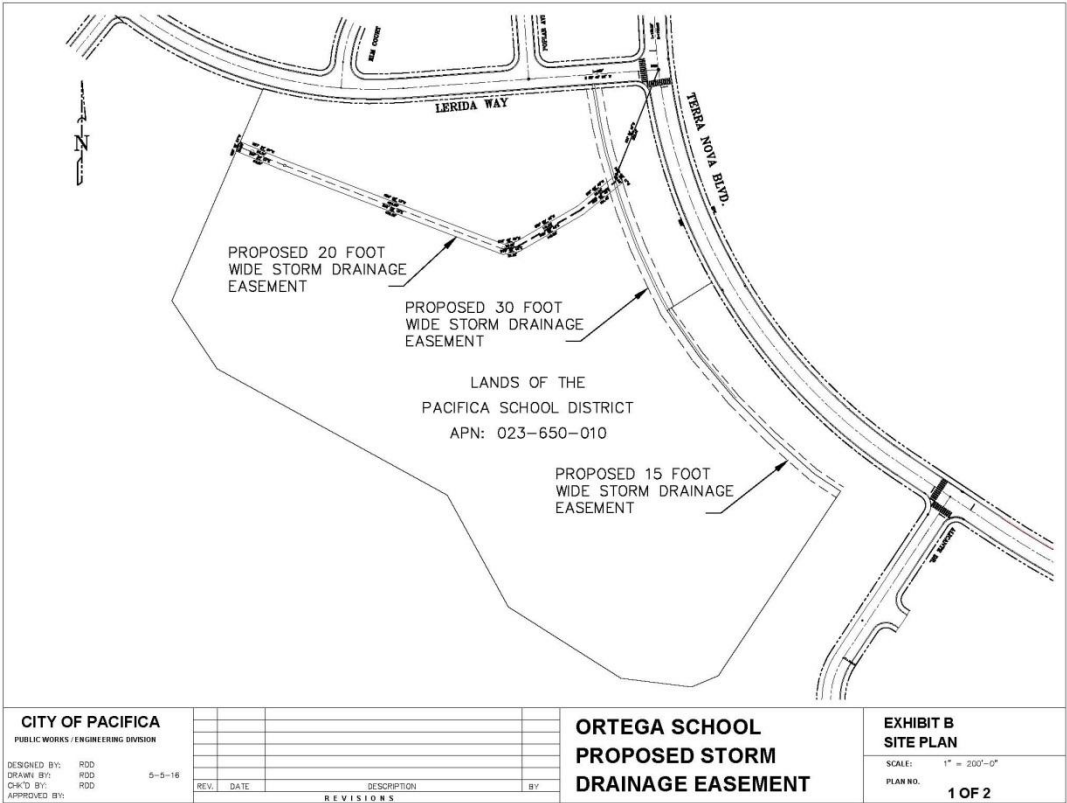


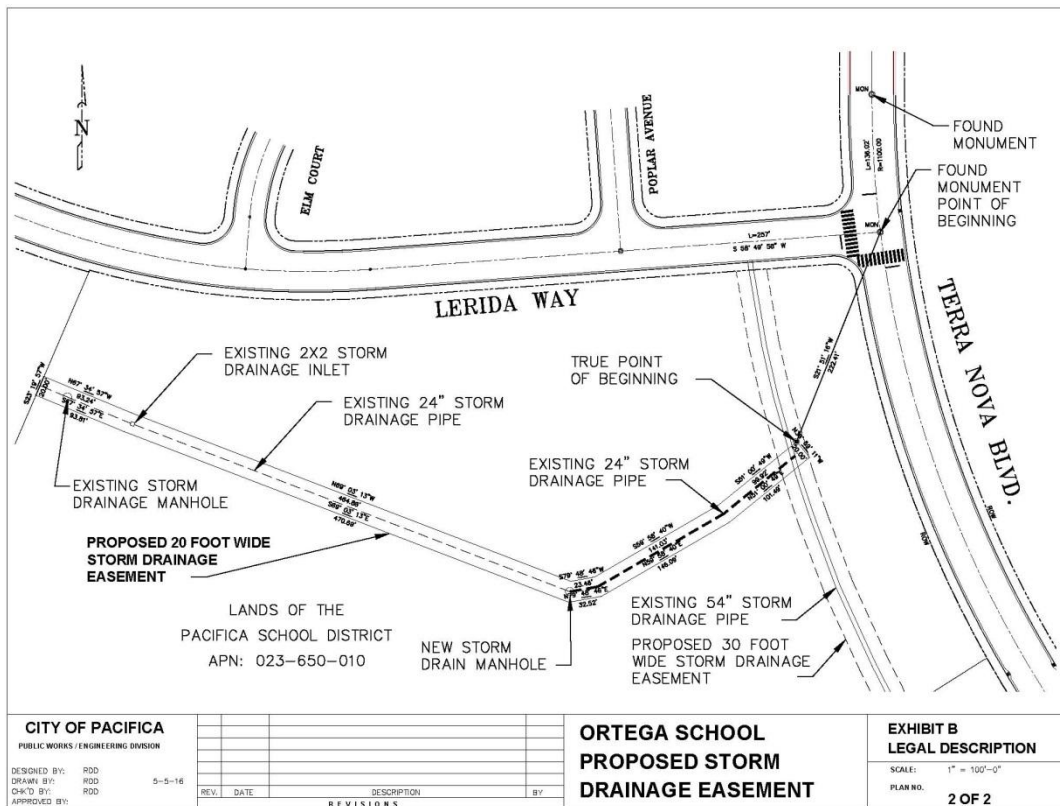
EXHIBIT "C"

STORM DRAINAGE PIPE



999639v6 29736/0022

OAK #4822-2807-2241 v3
05620-0129



999639v6 29736/0022

OAK #4822-2807-2241 v3
05620-0129

EXHIBIT "D"

STORM DRAINAGE EASEMENT AREA
[metes and bounds]

LEGAL DESCRIPTION
20 FOOT WIDE STORM DRAINAGE EASEMENT
OVER LANDS OF PACIFICA SCHOOL DISTRICT (ORTEGA SCHOOL)
1283 TERRA NOVA BOULEVARD, PACIFICA, CITY OF PACIFICA
APN: 023-650-010

A 20 foot wide storm drainage easement within the 22.842 Acres, Lands of the Pacifica School District located at 1283 Terra Nova Boulevard, City of Pacifica, San Mateo County, California, Assessor Parcel No. 023-650-010, such easement being more particularly described as follows:

BEGINNING at the monument found at the intersection of Terra Nova Boulevard and Lerida Way and as shown in Linda Mar No. 31-A subdivision map volume 58 of official records at page 37 and 38 in the San Mateo County recorder's office, San Mateo County, California, THENCE, from said POINT OF BEGINNING, 222.41 feet along a bearing S21d51'16"W to the TRUE POINT OF BEGINNING.

THENCE, from said TRUE POINT OF BEGINNING 99.92 feet along a bearing S51d00'49"W; THENCE, 141.03 feet along a bearing S59d58'40"W; THENCE, 23.46 feet along a bearing S79d48'46"W; THENCE, 464.86 feet along a bearing N69d03'13"W; THENCE, 93.24 feet along a bearing N67d34'57"W to the westerly property line; THENCE, following the property line 20.00 feet along a bearing S23d19'57"W; THENCE, 93.81 feet along a bearing S67d34'57"E; THENCE, 470.69 feet along a bearing S69d03'13"E, THENCE, 32.52 feet along a bearing N79d48'46"E; THENCE, 146.09 feet along a bearing N59d58'40"E; THENCE, 101.49 feet along a bearing N51d00'49"E; THENCE, 20.00 feet along a bearing N38d59'11"W to the aforementioned TRUE POINT OF BEGINNING containing 16,671 square feet more or less.

End of description.

City of Pacifica
Department of Public Works
170 Santa Maria Avenue
Pacifica, CA 94044

999639v6 29736/0022

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant of Storm Drainage Easement from the Pacifica School District to the City of Pacifica ("City") dated _____, 2016; is hereby accepted on _____, 2016, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by City Council Resolution No. _____ adopted on _____, 2016, and the City Council consents to the recordation of said document in the Office of the Recorder of San Mateo County, State of California.

Dated: _____, 2016

By: _____

Name: _____

Its: _____

[Notary acknowledgement required]

ACKNOWLEDGMENT

State of California)
) ss
County of _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
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 _____ (Seal)