

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ.
605 MIDDLEFIELD ROAD
REDWOOD CITY CA 94063
(650) 365-9800

APN: 094-473-030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT OF PIPELINE EASEMENT AGREEMENT

Grantor(s): SAN MATEO-FOSTER CITY SCHOOL DISTRICT
c/o 1170 Chess Drive
Foster City, CA 94404

Grantee(s): WINSTON SQUARE HOMEOWNER'S ASSOCIATION
c/o Pierce Property Management
969-G Edgewater Blvd, PMB #333
Foster City, CA 94404

This Easement Agreement ("Agreement"), made this _____ day of _____, 2021 by and between the San Mateo-Foster City School District ("Grantor") and Winston Square Homeowner's Association ("Grantee").

Grantor hereby grants to Grantee an Exclusive Use Easement across Grantor's property as shown on the Pipeline Easement, which will constitute five (5) feet on either side of the line labeled "129.82," as shown on the attached map labeled "Exhibit "A" (hereinafter "Easement") on the following terms and conditions:

1. The Easement granted pursuant to this Agreement shall remain in full force and effect for the term of one (1) year from the date of recording, unless terminated pursuant to law or a subsequent agreement between the Parties. The term may be extended at or before its expiration upon written request by Grantee provided that Grantee obtains an official legal description through a surveyor determination that contains the true and accurate measurement data to describe the easement area. Grantee shall be solely responsible for all costs associated with the surveyor determination. Should Grantee comply with the requirement for surveyor determination, the District would agree to an extension for a term of 10-years and at the expiration of the 10-year term the District will be willing to consider extending this easement perpetually. Should Grantee fail to obtain the above referenced surveyor determination, an extension of this easement will not be granted.

2. The Easement may be used only for the maintenance of a pipeline ("Pipeline") inside of the Easement. No condition or activity may be allowed on the Easement that is a nuisance to Grantor, or causes the cancellation, failure to renew, or rate increase as to Grantor's insurance.

3. All costs of maintenance and/or repair of the pipeline shall be paid by Grantee. Grantee assumes all liability for the Pipeline, and agrees to indemnify Grantor from any and all claims, costs and/or judgments relating thereto.

4. Grantee shall pay for all upkeep and repair required to maintain the pipeline and Grantee shall pay for the installation, maintenance, repair and replacement of the pipeline. Any maintenance or repair request by Grantor must be completed within ninety (90) days after notice to Grantee or Grantor may remove the pipeline or make the necessary repairs at Grantee's expense.

5. In the event it becomes necessary for the Grantee to access the Pipeline for any reason, Grantee shall notify Grantor at least seventy-two (72) hours in advance of such need, absent a serious emergency. In the case of a serious emergency, Grantee shall notify Grantor within no more than 24 hours after discovery of the serious emergency. Grantee agrees to restore the easement area to its original condition upon completion of access.

6. Any notices given under this Agreement shall be provided in writing to:

Grantor:

San Mateo-Foster City School District
Chief Business Official
1170 Chess Drive
Foster City, CA 94404

Grantee:

Winston Square Homeowner's Association
c/o Pierce Property Management
969-G Edgewater Blvd, PMB #333
Foster City, CA 94404

7. Each Party shall abide by and comply with any and all laws, ordinances and regulations applicable to such Party's obligations under this Agreement. The rights and obligations of the Parties shall be governed by the laws of the State of California.

8. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to filing any lawsuit. The following matters are excluded from meditation: (1) an action brought in Small Claims Court; (2) an action for bodily injury or

wrongful death; (3) an action or proceeding to compel mediation, including an action to impose sanctions for frivolous or bad faith activity designed to delay or frustrate mediation; and (4) an action for injunctive relief. Demand for mediation shall be filed in writing with the other party to this Agreement. The mediation shall take place within 30 days of the demand. Each party shall pay one-half of the cost of mediation.

9. All costs and/or attorney's fees incurred in the enforcement of any of the provisions of this Agreement shall be recovered by the prevailing party.

10. This Agreement is binding on the successors and assigns of the Grantor and Grantee.

11. This Agreement may only be modified by a written agreement signed by the Grantor and Grantee and recorded in the Office of the Recorder of San Mateo County.

12. This Agreement shall be recorded and otherwise implemented at the sole and exclusive expense and effort of Grantee, although Grantor agrees to execute and acknowledge this Agreement in proper recordable form.

13. This Agreement constitutes the entire understanding of the Parties and supersedes all negotiations and prior agreements between the Parties concerning the subject matter of this Agreement. The Parties have made no representations, arrangements, or understandings concerning the subject matter of this Agreement which are not fully expressed in this Agreement.

14. This Agreement is subject to approval by the San Mateo-Foster City School District Board of Trustees.

15. All exhibits attached hereto are incorporated herein as though set forth in full.

DATED: _____

President, Winston Square HOA

DATED: _____

Superintendent, San Mateo- Foster City
School District

[SEE ATTACHED NOTARIAL ACKNOWLEDGMENTS]