

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COUNTY OF SAN BENITO
440 Fifth Street
Second Floor, Room 206
Hollister, CA 95023
Attn: County Clerk

With a copy to:
SAN BENITO HIGH SCHOOL DISTRICT
1220 Monterey Street
Hollister, CA 95023
Attn: Superintendent

(Space Above For Recorder's Use)

Exempt from recording fees pursuant to Govt. Code § 6103.

Documentary Transfer Tax \$0.00

EASEMENT DEED

THIS EASEMENT DEED ("Deed") is made this 14th day of August, 2018, by the **San Benito High School District**, a California public school district ("Grantor"), to the **County of San Benito**, a political subdivision of the State of California ("Grantee"). The Grantor, the Grantee, and the City of Hollister entered into an Interagency Cooperation Agreement (Regional Park Project/Nash Road Closure), effective as of November 21, 2016 ("Interagency Agreement"), as amended on October 5, 2017, pursuant to which this easement is given by the Grantor. This Deed is to address the Grantor and Grantee's agreements and understanding with respect to the creation of a public road in accordance with the Interagency Agreement.

A. Grantor's Property. Grantor is the legal owner of a fee interest in seven parcels of land in the City of Hollister, comprising the San Benito High School campus, located on approximately 69.3 acres at 1220 Monterey Street in Hollister, California, 95023 ("High School"), and the unimproved open land, located on approximately 47 acres adjacent to the High School ("Property").

B. Grant of Easement and Purpose. For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive easement on, over, under, and across a portion of the Property for purposes of laying, constructing, reconstructing, maintaining, and operating a public roadway ("Public Road"), in furtherance of the Interagency Agreement, and such easement is legally described on **EXHIBIT A** and depicted on **EXHIBIT B** ("Easement"). The Easement shall be subject to, and coordinated with, a water pipeline easement granted to Sunnyslope County Water District for the installation and maintenance of water pipelines underneath the Public Road Easement.

C. Grantor's Warranty. Grantor warrants that it is the owner of the Property and Easement and has the right to make this conveyance.

D. Reservation of Rights. Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property. Grantor reserves the right to use

the Easement and Property for purposes that will not interfere with Grantee's full enjoyment of the rights granted under this Deed.

E. Grantee's Obligations. In addition to those terms and conditions provided in the Interagency Agreement, Grantee agrees to the following:

1. Maintenance. Grantee, at no expense to Grantor, shall be responsible for all upkeep, maintenance, and repair to and within the Easement and the Public Road. Any relocation of utilities or other encumbrances located within the Easement shall be Grantee's responsibility.

2. Approvals. Grantee, at no expense to Grantor, shall obtain from all agencies or authorities with jurisdiction any and all required approvals, permits, inspections, or similar items which may be required for any and all activities Grantee conducts on and within the Easement.

3. Compliance with Laws. Grantee, in performing any work within the Easement and constructing the Public Road, including upkeep and maintenance, shall conform to all pertinent laws, ordinances, rules and regulations.

4. Transfer; Assignment. Grantee shall not sell, sublet, convey, assign, or transfer the grant of this Easement or any interest or portion of the Easement without the prior written consent of the Grantor. Grantee shall not assign its rights, duties, or privileges under this easement deed, and Grantee shall not attempt to confer any of its rights, duties, or privileges under this Deed on any third party. Any presumptive transfer violating this provision is void.

5. Damage to Premises; Liability. Grantee shall protect and preserve the Easement and any adjoining property of Grantor from all damage or accident arising from Grantee's design, construction, upkeep, and maintenance of the Public Road and the Easement, pursuant to the terms of this Deed. Grantee shall be liable for any damages caused by Grantee arising from the construction, maintenance and upkeep of the Public Road by Grantee as provided for under California law. Grantee shall backfill all excavations and restore the ground to a condition equal to the condition existing prior to the excavation. Notwithstanding the foregoing, neither Grantor nor Grantee shall be responsible to each other for the acts or damage caused by third parties/the public in the use of the Easement as a public roadway.

F. Grantor's Responsibility. Grantor shall have no responsibility for the protection, maintenance, damage to, or removal of the improvements to the Easement, appurtenances or improvements thereon, caused by or resulting from Grantor's use of its property or work or operation thereon unless caused by the willful misconduct or negligence of Grantor or its agents.

G. Abandonment. In the event Grantee abandons the Public Road or fails to use the Easement for the purpose for which it is granted for a period of more than five (5) years, then all rights of Grantee in and under this Deed shall thereupon cease and terminate and shall immediately revert to and vest in the Grantor or its successors. Upon any such termination of Grantee's rights, Grantee shall, within thirty (30) days after receipt of written request from Grantor, execute and record a quitclaim deed to extinguish and reconvey the Easement to Grantor and relinquish Grantee's right thereto. Grantee shall pay all expenses, fees, and costs incurred in the preparation and recordation of such quitclaim deed.

H. Binding on Successors. The terms, covenants, conditions, exceptions, obligations and reservations contained in this Deed shall be binding upon and shall inure to the benefit of Grantor, Grantee, and their respective heirs, representatives, assigns and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of August, 2018.

GRANTOR:

SAN BENITO HIGH SCHOOL DISTRICT,
a California public school district

Signed:  _____

Name: Shawn Tennenbaum, Ed.D.

Its: Superintendent

[signatures and acknowledgments continue on following page]

CERTIFICATION OF ACCEPTANCE AND CONSENT TO RECORD:

GRANTEE:

This is to certify that the interest in real property conveyed by {check those of the following that apply}

- the deed or grant
- the permanent easement grant(s)
- the temporary easement grant(s)

dated _____ from San Benito High School District, a California public school district, Grantor, to the County of San Benito, a political subdivision of the state of California, is hereby accepted by order of the San Benito County Board of Supervisors on _____ pursuant to authority conferred by resolution of the board of supervisors, Resolution No. _____ adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.


ACCEPTED:

San Benito County Board of Supervisors

By: _____
Anthony Botelho, Chair
Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:  _____
G. Michael Ziman, Deputy County Counsel
Date: August 14, 2018

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

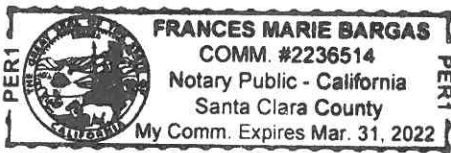
STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BENITO)

On August 14, 2018, before me, Frances Bargas, Notary Public, personally appeared Shawn Kernenbaum 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 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.

Frances M. Bargas
Signature of Notary Public



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BENITO)

On _____, 2018, 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 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 of Notary Public

EXHIBIT A
Legal Description of Easement

EXHIBIT A



December 18, 2017
Job# 16155


OLIN S. EDMUNDSON, PLS 8307

EASEMENT

SITUATE in the County of San Benito, State of California and being an easement for ingress, egress and utilities, more particularly described as follows;

BEGINNING at a 1-1/2 inch pipe (with plug and nail) at the Southerly terminus of the course "SOUTH 3° 51' 57" WEST, 626.33'" as shown on that certain Record of Survey Map recorded January 28, 1997, as Map #9700809, San Benito County Records, from which a 1/2 inch pipe (tag illegible) bears NORTH 2° 58' 02" EAST, 626.37 feet distant, shown on said map as "SOUTH 3° 51' 57" WEST, 626.33'". Thence, from said POINT OF BEGINNING, NORTH 86° 25' 47" WEST, 80.00 feet to a point on the Westerly line of San Benito Street and on the Southerly line of San Benito J.T. Union High School, as shown on said above mentioned map, also being the "TRUE POINT OF BEGINNING". Thence, from said TRUE POINT OF BEGINNING, the following courses:

- 1) NORTH 86° 25' 47" WEST, 1029.20 feet to a point of beginning of a non-tangent curve to the right from which the radius point bears NORTH 3° 53' 34" EAST, 336.97 feet distant;
- 2) Along said curve, through a central angle of 21° 44' 27", an arc distance of 127.86 feet to an end of curve;
- 3) NORTH 64° 15' 04" WEST, 852.47 feet to a tangent curve to the right;
- 4) Along said curve, with a radius of 339.00 feet, through a central angle of 67° 08' 30", an arc distance of 397.25 feet to a point of tangency on the Easterly line of Lot 7 as shown on that certain map titled "TRACT NO. 208, QUAIL RUN SUBDIVISION", filed in Volume 33 of Maps at Page 83, Official Records of San Benito County;
- 5) Thence, along the Easterly line of said tract, NORTH 2° 53' 26" EAST (shown on said map as SOUTH 2° 20' WEST) 700.36 feet to the Northeasterly corner of Lot 2 of said tract on the Southerly side of Nash Road;

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- 6) Along said Southerly side of Nash Road, SOUTH $86^{\circ} 22' 11''$ EAST, 84.01 feet to a point;
- 7) Leaving said Southerly line, SOUTH $2^{\circ} 53' 26''$ WEST 699.28 feet to a point of curve;
- 8) On a curve to the left, with a radius of 255.00 feet, through a central angle of $67^{\circ} 08' 30''$ an arc distance of 298.82 feet to a point of tangency;
- 9) SOUTH $64^{\circ} 15' 04''$ EAST, 911.35 feet to a point of curve;
- 10) On a curve to the left, with a radius of 270.00 feet, through a central angle of $22^{\circ} 10' 38''$, an arc distance of 104.51 feet to a point of tangency;
- 11) SOUTH $86^{\circ} 25' 42''$ EAST, 954.99 feet to a point of curve;
- 12) On a curve to the left, with a radius of 10.00 feet, through a central angle of $90^{\circ} 36' 16''$, an arc distance of 15.81 feet to a point of cusp;
- 13) SOUTH $2^{\circ} 58' 02''$ WEST 70.34 feet to the TRUE POINT OF BEGINNING.

This grant is for that portion of the above described easement lying within the bounds of the grantor.

File No. 16155.easement

EXHIBIT B
Depiction of Easement

