

RECORDING REQUESTED BY
County of San Mateo

Parcel Nos. 053-390-010
053-390-020

WHEN RECORDED MAIL TO:
Real Property Services
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063

Exempt from recording fees – Government entity exempt under G.C. §6103

AGREEMENT, DEED AND EXCHANGE OF EASEMENTS

This Agreement and Exchange of Easements (“Agreement”) is entered into on this ____ day of _____, 2008, by and between the FAIR OAKS SEWER MAINTENANCE DISTRICT, a political subdivision of the State of California (“District”) and COSTCO WHOLESALE CORPORATION, a Washington Corporation (“Costco”) (hereafter the “Parties”);

RECITALS

- I. **WHEREAS**, Costco, successor by merger of The Price Company, is owner of Assessor Parcel Numbers 053-390-010 (“Parcel A”) and 053-390-020 (“Parcel B”), commonly known as 2300 Middlefield Road, Redwood City (hereafter the “Parcels”); and
- II. **WHEREAS**, District is owner of two existing easements over the Parcels for a sanitary sewer line currently in-use and an abandoned sanitary sewer line, which easements are described in Exhibit A and Exhibit B, attached hereto and incorporated herein by reference; and
- III. **WHEREAS**, Costco wishes to demolish the existing warehouse building on the Parcels and build a new warehouse over the area currently affected by the two existing easements and sewer line; and
- IV. **WHEREAS**, Costco wishes to grant to District a new easement over portions of the Parcels, which easement is described in Exhibit C, attached hereto and incorporated herein by reference, and Costco wishes to relocate portions of the existing sanitary sewer line to the new easement, at its own cost and expense; and
- V. **WHEREAS**, in consideration for the grant of the new easement and relocation of the existing sanitary sewer line, District agrees to quitclaim to Costco all

right, title and interest in portions of the existing easements, subject to the conditions set forth in this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to execute a new easement as follows:

1. The Parties declare that the forgoing Recitals are true and correct.
2. Costco hereby grants to District a perpetual easement for the purpose of constructing, repairing, maintaining, replacing, renewing and using underground pipelines and appurtenance facilities for sanitary sewer purposes, and for all connected and associated purposes, together with the right of ingress and egress over said easement for the aforesaid purposes, over, under, and across the Parcels, which easement is described in the attached Exhibit C, and is subject to the conditions set forth in this Agreement and any other existing easements of record.
3. District and Costco hereby approve the plans and specifications dated March 18, 2008 (the "Construction Plans"), prepared by Kier and Wright Civil Engineers and Surveyors, Inc., copies of which have been reviewed and initialed by the Parties. Costco agrees, at Costco's sole cost and expense and according to the Construction Plans, to relocate the existing active sanitary sewer line and associated facilities that will be affected by the construction of the new warehouse. Such work shall be constructed in accordance with District standards, inspected and at its sole discretion, approved by the District prior to final acceptance of the new sewer lines by the District.
4. In consideration for such grant of easement and the relocation of said sanitary sewer line at Costco's sole cost, District shall Quitclaim all right, title and interest in the Sanitary Sewer Easements described in Exhibit A and Exhibit B. District shall record said quitclaim within thirty (30) days of the District's final acceptance of the new sewer line within the new easement area as set forth herein.
5. This Agreement shall be deemed and is intended to run with the land and to be a restriction upon the Property, and shall be binding upon and shall inure to the benefit of the owners and their heirs, representatives, successors and assigns.
6. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, unless such court decision defeats the purpose of this Easement, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be

affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

"PARTIES"

COSTCO WHOLESALE
CORPORATION, a Washington
Corporation

By: _____

Its: _____

FAIR OAKS SEWER MAINTENANCE
DISTRICT, a political subdivision of the
State of California

By: _____

Adrienne J. Tissier
President, Board of Supervisors
Governing Board

ATTEST:

Clerk of Said Board

Resolution No. _____

Exhibit A
Existing 10' Easement – To Be Quitclaimed
(PORTION OF 5493 OR 29)

REAL PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN 10 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "CERTIFICATE OF ACCEPTANCE", RECORDED ON JUNE 29, 1968 AS VOLUME 5493 AT PAGE 29, OFFICIAL RECORDS SAN MATEO COUNTY, LYING WITHIN PARCEL A AS SAID PARCEL IS SHOWN ON PARCEL MAP NO. 86-1 FILED FEBRUARY 27, 1987 IN BOOK 58 OF PARCEL MAPS AT PAGE 72, OFFICIAL RECORDS SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE GENERAL NORTHERLY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS " S 61°45'57" E, 53.22' "ON SAID MAP;

THENCE ALONG SAID GENERAL NORTHERLY LINE, SOUTH 61°45'57" EAST, 36.98 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID 10.00 FOOT SANITARY SEWER EASEMENT (5493 O.R. 29), AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTH 61°45'57" EAST, 10.00 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID SEWER EASEMENT (5493 O.R. 29);

THENCE LEAVING SAID GENERAL NORTHERLY LINE, AND ALONG SAID SOUTHEASTERLY LINE, SOUTH 28° 15' 04" WEST, 663.96 FEET, TO A POINT ON THE GENERAL SOUTHERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID GENERAL SOUTHERLY LINE, SOUTHWESTERLY ALONG THE ARC OF A 5678.40 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH CURVE BEARS NORTH 21° 29' 37" EAST, THROUGH A CENTRAL ANGLE OF 0° 06' 06", AN ARC DISTANCE OF 10.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID EASEMENT (5493 O.R. 29);

THENCE LEAVING SAID GENERAL SOUTHERLY LINE AND ALONG SAID NORTHWESTERLY LINE, NORTH 28° 15' 04" EAST, 665.13 FEET TO THE POINT OF BEGINNING;

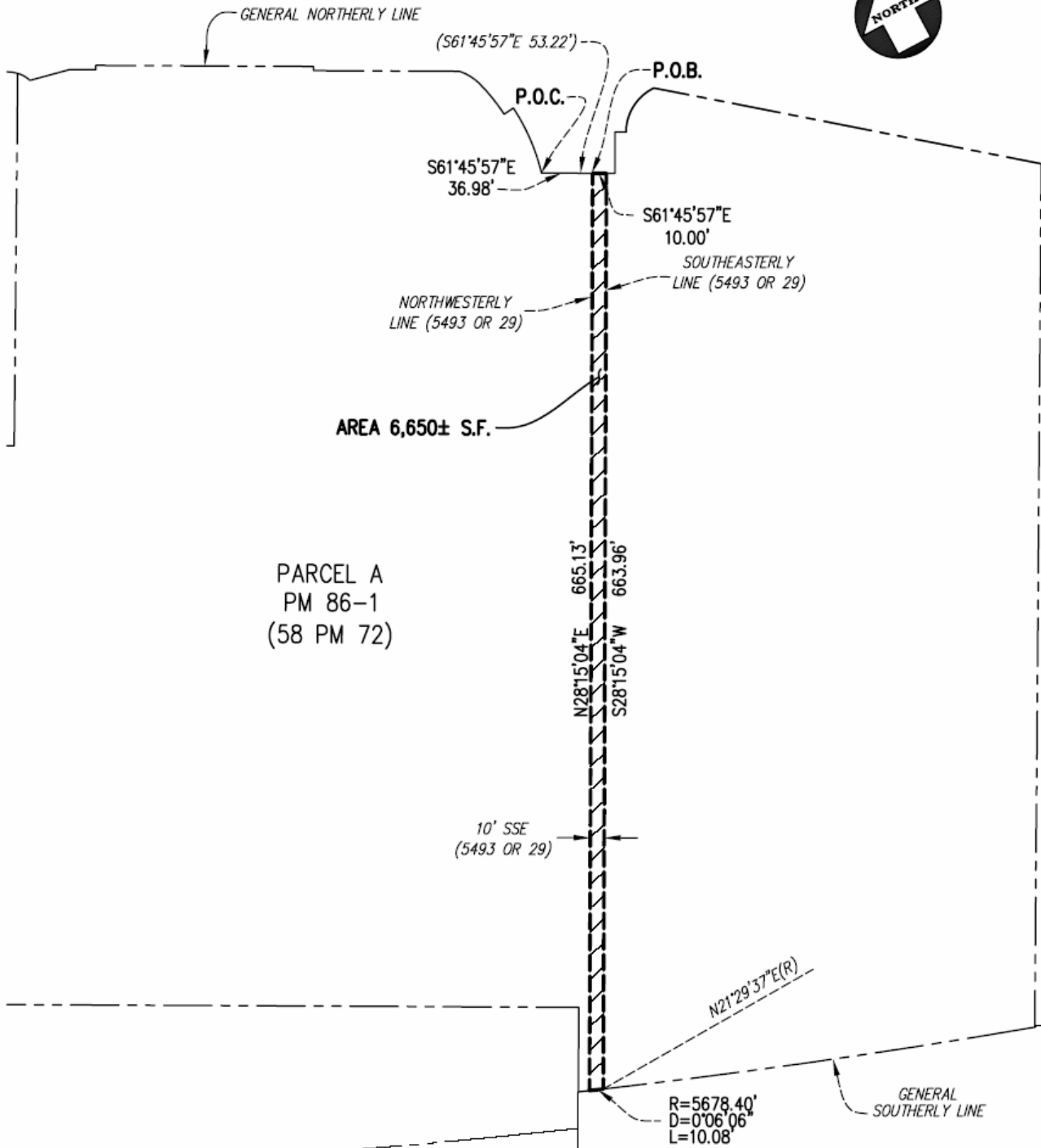
CONTAINING 6,650 SQUARE FEET, MORE OR LESS.

KIER AND WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

ANTHONY C. MCCANTS, L.S. 5944
LICENSE EXPIRES, 12-31-08

DATE

MIDDLEFIELD ROAD



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KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 1233 Quarry Lane, Suite 145 (925) 249-6555
 Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "A"
 10' COUNTY OF SAN MATEO SANITARY
 SEWER EASEMENT ABANDONMENT
 (PORTION OF 5493 O.R. 29)
 REDWOOD CITY SAN MATEO COUNTY CALIFORNIA

SCALE	1" = 100'
DATE	DEC. 2007
BY	AW
JOB NO.	A04597
SHEET	1 OF 1

Exhibit B
Existing 10' Easement – To Be Quitclaimed
(PORTION OF 414 OR 489)

REAL PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN 10 FOOT WIDE SANITARY SEWER EASEMENT AS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "RESOLUTION", RECORDED ON AUGUST 15, 1929, IN BOOK 414, PAGE 489, OFFICIAL RECORDS OF SAN MATEO COUNTY, LYING WITHIN PARCEL A AS SAID PARCEL IS SHOWN ON PARCEL MAP NO. 86-1 FILED FOR RECORD ON FEBRUARY 27, 1987 IN BOOK 58 OF PARCEL MAPS AT PAGE 72, OFFICIAL RECORDS SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE GENERAL NORTHERLY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS " S 61°45'57" E, 53.22' "ON SAID MAP;

THENCE ALONG SAID GENERAL NORTHERLY LINE, SOUTH 61°45'57" EAST, 18.98 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID 10.00 FOOT SANITARY SEWER EASEMENT (414 O.R. 489), AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTH 61°45'57" EAST, 10.00 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF SAID SANITARY SEWER EASEMENT (414 O.R. 489);

THENCE LEAVING SAID GENERAL NORTHERLY LINE, AND ALONG SAID SOUTHEASTERLY LINE, SOUTH 28° 15' 04" WEST, 604.79 FEET, TO A POINT ON THE GENERAL SOUTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG SAID GENERAL SOUTHERLY LINE, NORTH 61° 39' 44" WEST, 10.00 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF SAID SANITARY SEWER EASEMENT (5493 O.R. 29);

THENCE LEAVING SAID GENERAL SOUTHERLY LINE AND ALONG SAID NORTHWESTERLY LINE, NORTH 28° 15' 04" EAST, 604.77 FEET TO THE POINT OF BEGINNING;

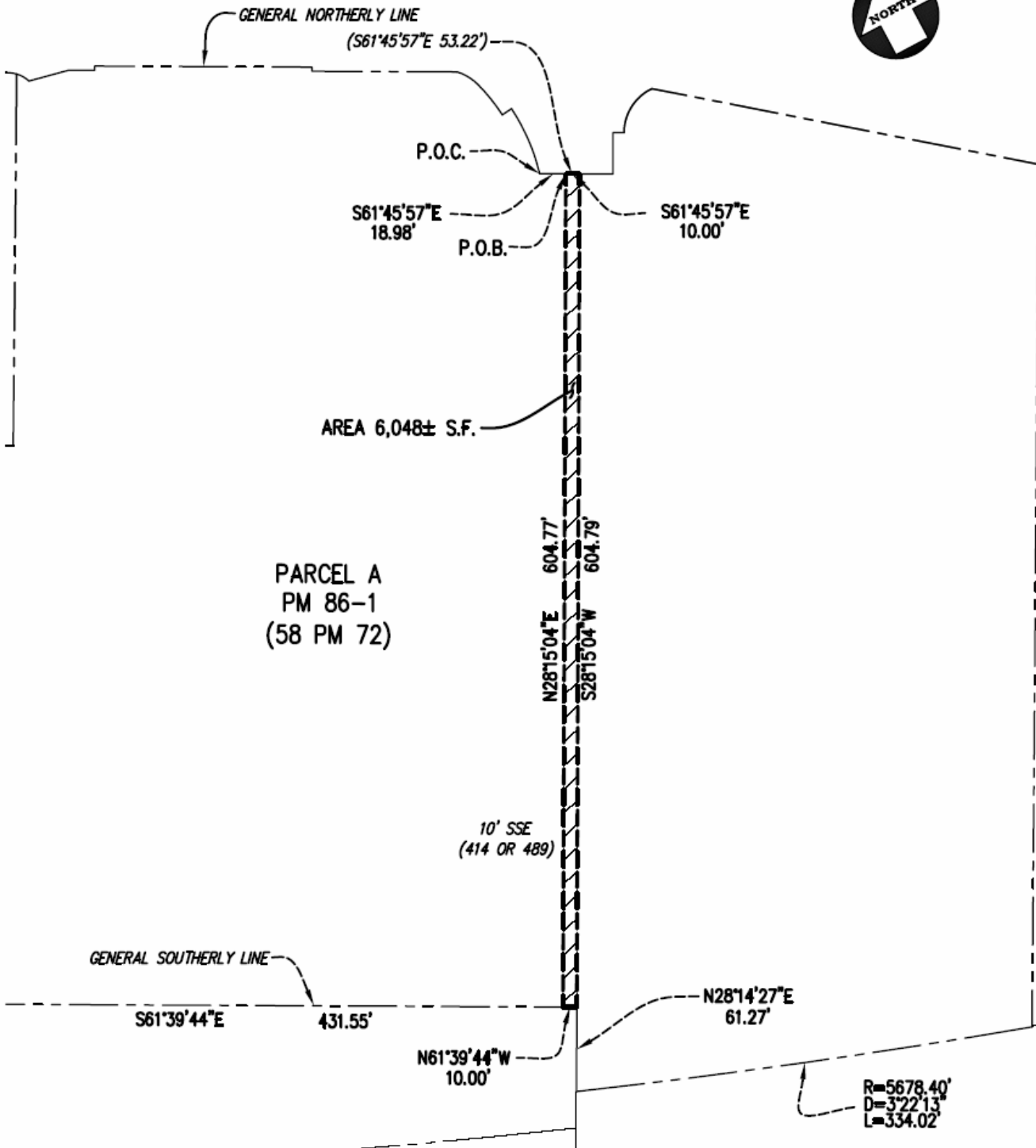
CONTAINING 6,048 SQUARE FEET, MORE OR LESS.

KIER AND WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

ANTHONY C. MCCANTS, L.S. 5944
LICENSE EXPIRES, 12-31-08

DATE

MIDDLEFIELD ROAD



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 **KIER & WRIGHT**
 CIVIL ENGINEERS & SURVEYORS, INC.
 1233 Quarry Lane, Suite 145 (925) 249-6555
 Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "B"
 10' COUNTY OF SAN MATEO SANITARY
 SEWER EASEMENT ABANDONMENT
 (PORTION OF 414 O.R. 489)
 REDWOOD CITY SAN MATEO COUNTY CALIFORNIA

SCALE	1" = 100'
DATE	DEC. 2007
BY	AW
JOB NO.	A04597
SHEET	1 OF 1

Exhibit C
New 10' Easement – To Be Dedicated

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A AS SAID IS SHOWN ON PARCEL MAP NO. 86-1 FILED FEBRUARY 27, 1987 IN BOOK 58 OF PARCEL MAPS AT PAGE 72, SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE GENERAL NORTHERLY LINE OF SAID PARCEL A, SAID ANGLE POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "S 61°45'57" E 53.22" ON SAID PARCEL MAP;

THENCE ALONG SAID GENERAL NORTHERLY LINE, SOUTH 61°45'57" EAST, 36.33 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE LEAVING SAID GENERAL NORTHERLY LINE, SOUTH 28°20'00" WEST, 22.94 FEET;

THENCE SOUTH 73°30'02" WEST, 153.08 FEET;

THENCE SOUTH 28°30'02" WEST, 393.02 FEET;

THENCE SOUTH 31°29'58" EAST, 126.89 FEET;

THENCE SOUTH 28°14'27" WEST, 77.65 FEET TO A POINT ON THE GENERAL SOUTHERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID GENERAL SOUTHERLY LINE, SOUTHEASTERLY ALONG THE ARC OF A 5678.40 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS NORTH 21°36'37" EAST, THROUGH A CENTRAL ANGLE OF 0°06'06", AN ARC DISTANCE OF 10.08 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE, NORTH 28°14'27" EAST, 82.23 FEET;

THENCE NORTH 31°29'58" WEST, 126.86 FEET;

THENCE NORTH 28°30'02" EAST, 383.10 FEET;

THENCE NORTH 73°30'02" EAST, 153.10 FEET;

THENCE NORTH 28°20'00" EAST, 27.12 FEET TO A POINT ON SAID GENERAL NORTHERLY LINE;

THENCE ALONG SAID GENERAL NORTHERLY LINE, NORTH 61°45'57" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

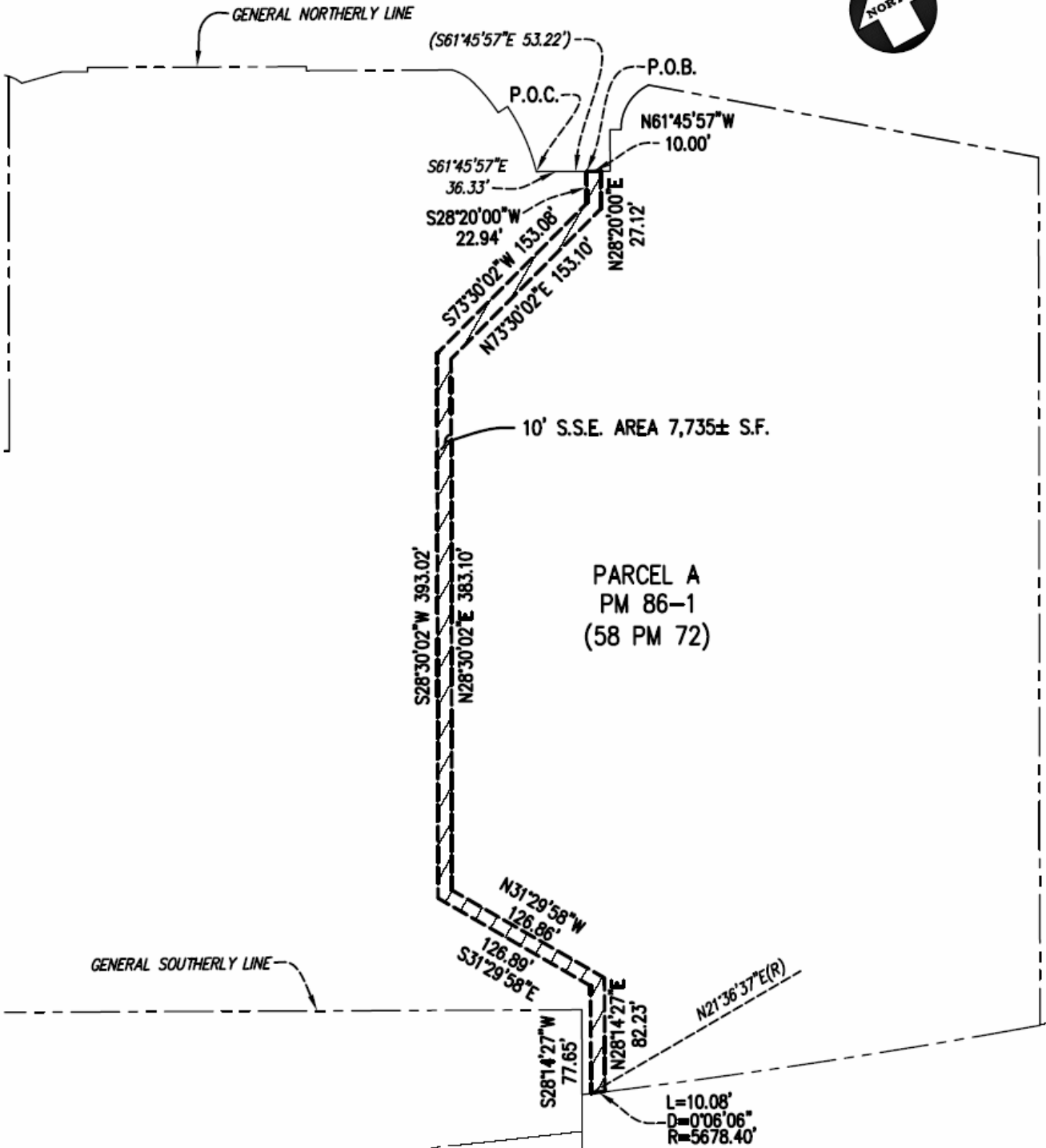
CONTAINING 7,735 SQUARE FEET, MORE OR LESS.

KIER AND WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

ANTHONY C. MCCANTS, L.S. 5944
LICENSE EXPIRES, 12-31-08

DATE

MIDDLEFIELD ROAD



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 Pleasanton, California 94566 Fax (925) 249-6563

EXHIBIT "C"
10' SANITARY SEWER EASEMENT

REDWOOD CITY SAN MATEO COUNTY CALIFORNIA

SCALE	1" = 100'
DATE	DEC. 2007
BY	AW
JOB NO.	A04597
SHEET	1 OF 1