

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO (1) VACATING PUBLIC SERVICE EASEMENTS OVER A PORTION OF THE PROPERTY AT 1400-1500 BAYHILL DRIVE; (2) VACATING ROADWAY EASEMENTS WITHIN BAYHILL DRIVE; (3) ACCEPTING THE DEDICATION OF UTILITY AND ROADWAY EASEMENTS WITHIN BAYHILL CIRCLE; AND (4) AUTHORIZING THE CITY MANAGER TO EXECUTE IMPLEMENTING CONVEYANCE DOCUMENTS AND AGREEMENTS

WHEREAS, Google LLC (“Google”) holds fee title to certain real property located in the City of San Bruno, County of San Mateo, State of California, and as more particularly described on **Exhibit A** attached hereto (“Google Property”), to be developed as part of a campus office project including two new office buildings (“Building 2” and “Building 3”) and accessory central utility plant building together with subgrade parking and related site and utility improvements behind 901 Cherry Avenue (“Project”). When completed, the Google Property’s address will be 1400-1500 Bayhill Drive; and

WHEREAS, the City of San Bruno (“City”) owns the following easements dedicated by the Parcel Map entitled “Bayhill Center” filed October 11, 1972 in Book 78 of Maps, Pages 36 through 39, inclusive, in the Office of the County Recorder of San Mateo County (“Parcel Map,” attached as **Exhibit B**): (i) a 10-foot drainage easement dedicated to public agency use “for storm drain access and maintenance purposes” (“Drainage Easement”); (ii) a Public Utility Drainage Easement (“PUD Easement”) (together the “Public Service Easements” which traverse the Google Property); (iii) a right of way easement in and over Bayhill Drive (“Bayhill Drive ROW Easement”); and (iv) a five-foot public utility easement adjacent to Bayhill Drive (“Bayhill Drive

PUE”) (together, the “Roadway Easements”). The Public Service Easements and Roadway Easements are collectively referenced herein as the “Easements”; and

WHEREAS, in connection with the Project and as shown on the “Master Easement Vacation & Dedication Exhibit” attached as **Exhibit C**: (i) the City will summarily vacate portions of the Easements which are not in use, which will be superseded by relocation and/or have been determined to be excess; and (ii) will accept the dedication of certain public service and street easements for new Bayhill Circle and associated public improvements (the “Roadway Dedications” defined at **Section 11** hereof); and

WHEREAS, the City and Google have negotiated the terms of certain implementing agreements, deeds and other documents necessary to implement the easement vacations, acceptance of easements by the City, and maintenance obligations set forth herein; and

WHEREAS, Chapter 4 (Summary Vacation) of Part 3 of Division 9 of the California Streets and Highways Code authorizes the City to summarily vacate the Easements based upon the factual findings and pursuant to the specific authority cited herein; and

WHEREAS, California Streets and Highways Code (“Sts. & Hy. Code”) Section 8316 authorizes the City to vacate multiple “streets, highways, and public service easements, whether or not contiguous. . . in the same proceeding”; and

WHEREAS, California Government Code Section 7050 and California Civil Code Section 1009(c) authorize the City Council to accept an irrevocable offer of dedication on behalf of the City; and

WHEREAS, San Bruno Municipal Code Sections 2.12.060(N) and (O) authorize the City Council to delegate to the City Manager the general authority to “exercise such other powers as

may be authorized by the city council” and to execute “written contracts and conveyances made or entered into by the city, [as] authorized or approved by the city council”; and

NOW, THEREFORE, BE IT RESOLVED by the San Bruno City Council that:

Summary Vacation of Public Service Easements.

Section 1. As a part of the Project, the existing 18"-30" storm drain line located within the Drainage Easement (“Existing Storm Drain Line”) will be removed and replaced with private storm drain lines to be located within Building 3 (“New Storm Drain Lines”), which will be owned and maintained by Google pursuant to that certain “Stormwater Management Facilities Operation & Maintenance Agreement.”

Section 2. As shown on the Storm Drain Exhibit attached as **Exhibit D**: (i) the northern portion of the PUD Easement (“Northern PUD Easement”) does not contain public utility or other City-owned improvements, but does contain an 8" private utility line that services Building 2; and (ii) the southern portion of the PUD Easement (“Southern PUD Easement”) contains a 30" storm drain line, a 10" City water line fed by the San Francisco Public Utilities Commission transmission pipeline, and the downstream portion of the 18"-30" Existing Storm Drain Line defined above (“Southern PUD Lines”).

Section 3. The Drainage Easement will no longer be utilized for the purposes for which it was dedicated following removal of the Existing Storm Drain Line. Therefore, the Drainage Easement will be superseded by relocation and will no longer contain public facilities. (Sts. & High. Code § 8333(c).) As such, the City finds and determines that the Drainage Easement can be summarily vacated in its entirety. Vacation of the Drainage Easement (“Drainage Easement Vacation”) shall become effective upon the removal of the Existing Storm Drain Line in the

Drainage Easement. When the Drainage Easement Vacation becomes effective, there will be no in place public utility facilities affected by this vacation.

Section 4. The Northern PUD Easement is not in use for the purposes for which it was dedicated, and has not been in such use for more than five consecutive years prior to the date on which this Resolution is adopted. (Sts. & Hy. Code § 8333(a).) Therefore, the City finds and determines that the Northern PUD Easement can be summarily vacated in its entirety.

Section 5. Portions of the Southern PUD Easement that do not contain the Southern PUD Lines or other public improvements have not been in such use for more than five consecutive years prior to the date on which this Resolution is adopted. (Sts. & Hy. Code § 8333(a).) As such, the City finds and determines that the Southern PUD Easement should be reduced to fifteen (15) feet in width to accommodate the Southern PUD Lines, and the unutilized remainder (as shown on **Exhibit C**) can be summarily vacated.

Section 6. Vacation of the Northern PUD Easement and a portion of the Southern PUD Easement (“PUD Easement Vacation”) shall become effective upon adoption of this Resolution. There are no in place public facilities that would be affected by the PUD Easement Vacation.

Summary Vacation of Roadway Easements.

Section 7. In connection with the Project, Bayhill Drive will be reconfigured from the existing hammerhead design to a roundabout designated “Bayhill Circle.” As shown on **Exhibit C**, to create Bayhill Circle: i) two portions of the Bayhill Drive ROW Easement totaling 3,837 square feet and designated “Right of Way Easement Vacation 1” (north of Bayhill Circle) and “Right of Way Easement Vacation 2” (south of Bayhill Circle) will be vacated by the City (together, the “ROW Easement Vacations”); and ii) two new right of way easement areas totaling

3,292 square feet and designated “Right of Way Easement 1” and “Right of Way Easement 2” (defined in **Section 11** hereof) will be dedicated to the City. This easement swap results in a 545 net square foot vacation of City right of way interests to enable and improve the functionality of the existing terminus and to better provide for a variety of public and private uses including: parking (ingress and egress), a fire truck turnaround, loading dock access for Regency Center, and improved access for the San Francisco Public Utilities Commission.

Section 8. The areas of the ROW Easement Vacations will no longer be utilized for Bayhill Drive after construction of the Project. Therefore, the City finds and determines that following completion of Bayhill Circle, these portions of the Bayhill Drive ROW Easement will be excess and can be summarily vacated as “[a]n excess right-of-way of a street or highway not required for street or highway purposes.” (Sts. & Hy. Code § 8334(a).) The ROW Easement Vacations shall become effective upon the final completion of all permit work for Bayhill Circle pursuant to the City plans, specifications and drawings entitled Site Improvement #2 - Bayhill Circle, Permit No. EP2012-0008.

Section 9. The Bayhill Drive PUE currently contains a 10-inch domestic water main which will remain in place after Project construction. As shown on **Exhibit C**, a small portion of the Bayhill Drive PUE (at the northeastern curve of Bayhill Circle where it merges with Bayhill Drive) will become part of and subsumed within new “Right of Way Easement 2,” pursuant to which the City will continue to have easement rights in the area. Accordingly, the City finds and determines that this portion of the Bayhill Drive PUE (“PUE Vacation”) shall be summarily vacated because it has been “superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.” (Sts. & Hy. Code

§ 8333(c).) The PUE Vacation shall become effective upon adoption of this Resolution. There are no in place public facilities that would be affected by the PUE Vacation.

Section 10. Following recordation of this Resolution, from and after the effective dates specified above, the Easements vacated hereby shall no longer constitute a public service or right of way easement, as applicable.

Accepting Roadway Dedications.

Section 11. As shown on **Exhibit C** and pursuant to the terms of that certain “Grant Deed and Access Agreement” attached hereto as **Exhibit E**:

(a) Google has irrevocably offered the following Roadway Dedications in and around Bayhill Circle and Bayhill Drive to the City: (i) a right of way easement over the east end of Bayhill Circle for street and sidewalk improvements (“Right of Way Easement 1”); (ii) a right of way easement over the west end of Bayhill Circle for street and sidewalk improvements (“Right of Way Easement 2”); (iii) a public utility easement for relocated City water meter in Bayhill Circle (“PUE 1”); (iv) a public utility easement for relocated City air release valve in Bayhill Circle (“PUE 2”), which dedication is subject to the express reservation that the upper level of Building 3 will overhang and extend into airspace of the PUE 2 easement area; and (v) a new public drainage easement for City maintenance of an existing 30-inch storm drain line (“Bayhill Circle PUD”) (together the “Roadway Dedications”). Each of the Roadway Dedications have been offered for dedication to the City subject to the express reservations as set forth in the Grant Deed and Access Agreement; and

(b) The City has agreed to grant Google a continuing right of access to conduct work in the Maintenance Area (as defined and depicted in the Grant Deed and Access Agreement) for the purpose of i) fulfilling Google’s obligations under the Bayhill Circle Maintenance

Agreement; and ii) installation, maintenance, expansion or updates to private utilities owned and operated by Google within the Maintenance Area.

Section 12. The terms of the Grant Deed and Access Agreement are hereby approved and the City Manager is authorized to execute the same, subject to such minor amendments necessary to effectuate the intent of the parties.

Section 13. The Roadway Dedications are hereby accepted by the City pursuant to California Government Code Section 7050 and California Civil Code Section 1009(c).

Section 14. Google will install and maintain custom improvements within and around Bayhill Circle including roadway/paving, perimeter street lights, decorative lighting, landscaping and irrigation, bicycle racks and associated streetscape and median improvements as set forth in the plans, specifications and drawings entitled Site Improvement #2 - Bayhill Circle, EP2012-0008, which have been approved by the City ("Bayhill Circle Improvements"). The City and Google have negotiated the terms of a "Bayhill Circle Maintenance Agreement," attached as **Exhibit F**, that will require Google to maintain the Bayhill Circle Improvements. The terms of this maintenance agreement are hereby approved and the City Manager is authorized to execute the same, subject to such minor amendments necessary to effectuate the intent of the parties.

Approval/Execution of Implementing Documents & Agreements.

Section 15. Pursuant to San Bruno Municipal Code Sections 2.12.060(N) and (O), the City Council hereby authorizes the City Manager to execute agreements, deeds or other documents necessary to implement the Project, the construction of Bayhill Circle and Bayhill Circle Improvements, and related actions.

Section 16. City and Google have negotiated the terms of a "Stormwater Management Facilities Operation & Maintenance Agreement," attached as **Exhibit G**, that will

require Google to own and maintain the New Storm Drain Lines. The terms of this agreement are hereby approved and the City Manager is authorized to execute the same, subject to such minor amendments necessary to effectuate the intent of the parties.

Section 17. City and Google have negotiated the terms of Quitclaim Deeds transferring all rights acquired by the City in the Easements:

(a) That certain Quitclaim Deed – Public Service Easements, attached hereto as **Exhibit H**, transferring certain rights acquired by the City in the Public Service Easements over the Google Property, is hereby approved. The City Manager is hereby authorized and directed to execute said quitclaim deed on behalf of the City.

(b) That certain Quitclaim Deed – Roadways Easements, attached hereto as **Exhibit I**, transferring certain rights acquired by the City in the Roadway Easements within Bayhill Drive, is hereby approved. The City Manager is hereby authorized and directed to execute said quitclaim deed on behalf of the City.

Section 18. The City Council finds that the acceptance or vacation of the Easements and related implementing actions is exempt from the California Environmental Quality Act, Pub. Res. Code Section 21000 *et seq.*, pursuant to CEQA Guidelines Section 15302 (Class 2) and Section 15303 (Class 3(d)).

Section 19. The City Clerk is directed to:

(a) Cause a certified copy of this Resolution to be recorded without acknowledgment in the Office of the Recorder of the County of San Mateo in accordance with the provisions of California Streets and Highways Code Sections 8335(a)(2) and 8336.

(b) Record the Grant Deed and Easement Agreement, as attached as **Exhibit E** and executed by the City Manager, in the Office of the Recorder of the County of San Mateo.

Complete a Certificate of Acceptance affirming that the Council accepted the easements and attach it to the Grant Deed for recordation.

(c) Record the Bayhill Circle Maintenance Agreement, as attached as **Exhibit F** and executed by the City Manager, in the Office of the Recorder of the County of San Mateo.

(d) Record the Stormwater Management Facilities Operation & Maintenance Agreement, as attached as **Exhibit G** and executed by the City Manager, in the Office of the Recorder of the County of San Mateo.

(e) Record the Quitclaim Deeds, as attached as **Exhibits H and I** and executed by the City Manager, in the Office of the Recorder of the County of San Mateo.

Section 20. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and this certification to be entered in the Book of Resolutions of the Council of this City.

Dated: July 26, 2022

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I, Vicky Hasha, Deputy City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 26th day of July 2022 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____

Vicky Hasha
Deputy City Clerk

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)
County of San Mateo)

On _____, before me, _____,
(insert name of notary)

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

Legal Description of Google Property

Real property in the City of San Bruno, County of San Mateo, State of California, described as follows:

PARCEL A:

PARCEL "A" AS SHOWN ON LOT LINE OF ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 01, 2008 AS INSTRUMENT NO. [2008-110098](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 5 OF LOT 1, AS SHOWN ON THE MAP ENTITLED "BAYHILL CENTER", FILED OCTOBER 11, 1972 IN [BOOK 78 OF MAPS AT PAGES 36 THROUGH 39](#), AND LOT 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED NOVEMBER 19, 1975 IN [BOOK 29 OF PARCEL MAPS AT PAGE 38](#), SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 5, SOUTH 57° 13' 02" WEST, 288.07 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 24° 38' 44" EAST, 438.18 FEET; THENCE SOUTH 65° 21' 16" WEST, 398.19 FEET; THENCE SOUTH 05° 54' 57" EAST, 82.14 FEET TO A POINT ON THE RIGHT OF WAY LINE OF BAYHILL DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE AND BLOCK 5 (78 MAPS 36-39), SOUTH 84° 05' 03" WEST, 22.50 FEET; THENCE CONTINUING ALONG LAST SAID LINE, SOUTH 05° 54' 57" EAST, 119.30 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 3 (29 PARCEL MAPS 38);

THENCE ALONG THE EXTERIOR LINE OF SAID LOT 3 (29 PARCEL MAPS 38), THE FOLLOWING (7) SEVEN COURSES:

- 1) SOUTH 05° 54' 57" EAST, 91.19 FEET;
- 2) NORTH 84° 05' 03" EAST, 45.00 FEET;
- 3) SOUTH 05° 54' 57" EAST, 372.19 FEET;
- 4) SOUTH 81° 15' 48" WEST, 35.50 FEET;
- 5) NORTH 64° 16' 00" WEST, 16.46 FEET;
- 6) NORTH 15° 49' 05" WEST, 164.58 FEET;
- 7) NORTH 43° 14' 36" WEST, 285.54 FEET TO THE MOST SOUTHERLY CORNER OF SAID BLOCK 5 (78 MAPS 36-39);

THENCE ALONG THE EXTERIOR LINE OF SAID LOT 1 (78 MAPS 36-39), THE FOLLOWING (5) FIVE COURSES:

- 1) NORTH 43° 14' 36" WEST, 39.92 FEET;

- 2) NORTH 06° 01' 15" EAST, 459.27 FEET;
- 3) NORTH 32° 34' 46" EAST, 168.57 FEET;
- 4) NORTH 48° 24' 08" EAST, 303.35 FEET;
- 5) NORTH 57° 13' 02" EAST, 47.86 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL "B" AS SHOWN ON LOT LINE OF ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 01, 2008 AS INSTRUMENT NO. [2008-110098](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 5 OF LOT 1, AS SHOWN ON THE MAP ENTITLED "BAYHILL CENTER," FILED OCTOBER 11, 1972 IN [BOOK 78 OF MAPS AT PAGES 36 THROUGH 39](#), SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 5, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CHERRY AVENUE;

THENCE ALONG THE EXTERIOR LINES OF BLOCK 5 THE FOLLOWING (7) SEVEN COURSES:

- 1) SOUTH 24° 38' 44" EAST, 617.61 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET;
- 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 31.42 FEET;
- 3) SOUTH 65° 21' 16" WEST, 283.84 FEET;
- 4) SOUTH 65° 58' 57" WEST, 369.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET;
- 5) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108° 06' 06", AN ARC DISTANCE OF 52.83 FEET;
- 6) NORTH 05° 54' 57" WEST, 34.42 FEET;
- 7) SOUTH 84° 05' 03" WEST, 22.50 FEET;

THENCE LEAVING SAID EXTERIOR LINE NORTH 05° 54' 57" WEST, 82.14 FEET; THENCE NORTH 65° 21' 16" EAST, 398.19 FEET; THENCE NORTH 24° 38' 44" WEST, 438.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 5; THENCE ALONG SAID NORTHERLY LINE, NORTH 57° 13' 02" EAST, 288.07 FEET TO THE POINT OF BEGINNING.

APN: 020-012-160 (Affects Parcel A) and 020-012-170 (Affects Parcel B)

JPN: 020-001-012-013A and 020-001-012-011A

EXHIBIT B

1972 Parcel Map

[ATTACHED]

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SHEET 1 OF 4 SHEETS

OWNERS' CERTIFICATE

We hereby certify that we are the owners of, or have some right, title or interest in and to the real property included within the subdivision shown on this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the making of said map and subdivision as shown within the blue border lines, and hereby dedicate to public use Bayhill Drive, Trueman Avenue, and Elm Avenue as shown upon said map within said subdivision.

We also hereby dedicate to public use the easements for public utilities and access under, on, or over, those certain parcels of land designated as "Public Utility Easement", and we further hereby dedicate to public agency use for storm drain access and maintenance purposes those easements designated as "DRAINAGE EASEMENT" and "PUBLIC UTILITY AND DRAINAGE EASEMENT" as shown on said map within said subdivision, such easements and parcels of land to be kept open and free from buildings and structures of any kind and to be restored to their original condition by any public agency distributing said easements and parcels after initial installation of utilities.

As Owners

AETNA LIFE INSURANCE COMPANY, A Connecticut Corporation, Owner
By Richard B. Warner Secretary
Vice President

STATE OF CONNECTICUT } S.S.
COUNTY OF HARTFORD
On this 1st day of SEPTEMBER in the year 1972, before me GEORGE W. WILLIAMS, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared JOHN A. ROSS and JOHN A. ROSS, known to me to be the President and Secretary, respectively, of AETNA LIFE INSURANCE COMPANY, A Connecticut Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
George W. Williams
Notary Public in and for the
County of Hartford, State of Connecticut

COLLIAN ENTERPRISES, A Limited Partnership, Owner
COLLIAN DEVELOPMENT COMPANY, A General Partner
By Richard B. Warner Secretary
Vice President
STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 8th day of August in the year 1972, before me Phyllis H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared JOHN A. ROSS and JOHN A. ROSS, known to me to be the President and Secretary, respectively, of COLLIAN ENTERPRISES, A Limited Partnership, the partnership that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the partnership therein named, and they acknowledged to me that such partnership executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Phyllis H. Murphy
Notary Public in and for the
County of San Mateo, State of California

G. W. WILLIAMS CO., A Corporation, Owner
By Richard B. Warner Secretary
President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared GEORGE W. WILLIAMS III and GEORGE W. WILLIAMS III, known to me to be the President and Secretary, respectively, of G. W. WILLIAMS CO., A Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

BAYHILL CENTER

SAN BRUNO CALIFORNIA

MOFFATT & NICHOL ENGINEERS

GEORGE W. WILLIAMS, Owner
By George W. Williams Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared GEORGE W. WILLIAMS, known to me to be the person whose name is subscribed to the within map and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

LOIS WILLIAMS ROSEBROOK, Owner
By Richard B. Warner Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared LOIS WILLIAMS ROSEBROOK, known to me to be the person whose name is subscribed to the within map and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

KATHERINE WILLIAMS BERRYMAN, Owner
By Richard B. Warner Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared KATHERINE WILLIAMS BERRYMAN, known to me to be the person whose name is subscribed to the within map and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

AMERICAN HOMES DEVELOPMENT CO., A Corporation, Owner
By Richard B. Warner Secretary
President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared GEORGE W. WILLIAMS III and GEORGE W. WILLIAMS III, known to me to be the President and Secretary, respectively, of AMERICAN HOMES DEVELOPMENT CO., A Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

TITLE INSURANCE AND TRUST COMPANY, A California Corporation, Trustee
By Richard B. Warner Assistant Secretary
Vice President - R. B. Warner

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me John A. Ross, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared JOHN A. ROSS and JOHN A. ROSS, known to me to be the Vice President and Secretary, respectively, of TITLE INSURANCE AND TRUST CO., A California Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
John A. Ross
Notary Public in and for the
County of San Mateo, State of California

GEORGE W. WILLIAMS III, Owner
By George W. Williams III Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO
On this 1st day of August in the year 1972, before me Marceline L. Quinn, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared GEORGE W. WILLIAMS III, known to me to be the person whose name is subscribed to the within map and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of my office in the county and state aforesaid the day and year in this certificate first above written.
Marceline L. Quinn
Notary Public in and for the
County of San Mateo, State of California

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SHEET 2 OF 4 SHEETS

BAYHILL CENTER

SAN BRUNO CALIFORNIA

MOFFATT & NICHOL ENGINEERS

SIGNATURE OMISSIONS

The signatures of the City and County of San Francisco, the City of San Bruno, the United States of America, Standard Oil Company of California, and the State of California, as owners of easements as dedicated and/or shown upon the map of "Map No. 2 Mills Park No. 2" recorded in book 23 of maps, at page 75, San Mateo County records, as granted in book 349 of official records of San Mateo County at page 261, re-recorded in book 380 of official records of San Mateo County at page 132, book 672 of official records of San Mateo County at page 290, book 3697 of official records of San Mateo County at page 144, book 3718 of official records of San Mateo County at page 572, book 1301 of official records of San Mateo County at page 343; book 5375 of official records of San Mateo County at page 48; book 6100 of official records of San Mateo County at page 51; book 6100 of official records of San Mateo County at page 517; book 6100 of official records of San Mateo County at page 522; book 3025 of official records of San Mateo County at page 622; book 4371 of official records of San Mateo County at page 653, book 5157 of official records of San Mateo County at page 889 of official records of San Mateo County, over said land which cannot ripen into a fee, have been omitted as provided for in Section 11587 (A) of the California business and professions code.

D-E OFFICE BUILDING, A Limited Partnership, Owner

By L. W. Douglas, Jr.
General Partners
By Raymond Epstein
By Charles H. Hatten
By Sidney Epstein
By Melvin M. Kupperman

STATE OF CALIFORNIA
COUNTY OF Los Angeles S.S.

On this 23rd day of August in the year 1972, before me Margaret R. Martin a Notary Public in and for the County of Los Angeles, State of California, residing therein duly commissioned and sworn, personally appeared L. W. Douglas, Jr., known to me to be one of the partners of the Partnership that executed the within instrument, and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

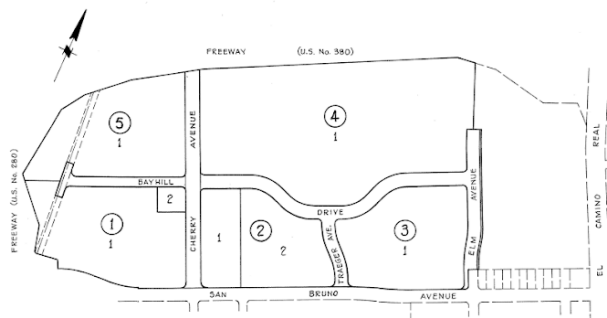
March 5, 1976 Margaret R. Martin
My Commission Expires March 5, 1976
OFFICIAL SEAL
MARGARET R. MARTIN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMMISSION EXPIRES MAR. 5, 1976

STATE OF ILLINOIS
COUNTY OF Cook S.S.

On this 28th day of August in the year 1972, before me James S. Pothol a Notary Public in and for the County of Cook, State of Illinois, residing therein, duly commissioned and sworn, personally appeared Raymond Epstein, Charles Hatten, and Melvin Kupperman, known to me to be three of the partners of the Partnership that executed the within instrument and acknowledged to me that such Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

1973 James S. Pothol
My Commission Expires 1973
OFFICIAL SEAL
JAMES S. POTHOL
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMMISSION EXPIRES MAR. 5, 1976

**ENGINEER'S CERTIFICATE**

I, Wm. Jay Hammond, Registered Civil Engineer of the State of California, hereby certify that this map correctly represents a survey made under my direction during the month of August, 1972, that the survey is true and complete as shown and the monuments are of the character and occupy the positions indicated and are sufficient to enable the survey to be retraced.

Dated August 19, 1972

Wm. Jay Hammond
Wm. Jay Hammond
R.C.E. No. 11189

CITY ENGINEER'S CERTIFICATE

I, Leo Van Dusen, City Engineer, of the City of San Bruno, State of California, hereby certify that I have examined this map, that the subdivision as shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of California Sub-division Map Act, as amended, have been complied with, and that I am satisfied that this map is technically correct.

Dated Sept. 19, 1972

Leo Van Dusen
City Engineer of the City of
San Bruno, State of California
R.C.E. No. 11666

CITY CLERK'S CERTIFICATE

I, Carl W. Hultberg, City Clerk of the City of San Bruno, State of California, hereby certify that the City Council of said City, at its regular meeting held on the 11 day of Sept-19-1972, duly approved the within map, authorized its recordation, and accepted on behalf of the public all parcels of land offered for dedication for public use in conformity with terms of the offer of dedication.

Dated Sept-25-1972

Carl W. Hultberg
City Clerk of the City of San Bruno,
State of California

COUNTY RECORDER'S CERTIFICATE

Filed for record at the request of The Insurance & Trust Co. on the 11 day of Oct. 1972, at 29 minutes past 12 M., in Volume 78 of Maps at pages 56-59 incl. Records of San Mateo County, California.

File No. 66611 AFFee \$11.00

Marian Church
County Recorder
County of San Mateo, State of California
by P. M. Shady
Deputy

BASIS OF BEARINGS

The bearing N24°38'44"W as shown for the centerline of Cherry Avenue on a Parcel Map recorded in Book 10 on pages 28 thru 30 of Parcel Maps, Records of San Mateo County, was used as the Basis of Bearings for this map.

LEGEND

- o Indicates set Standard City Monument
- o Indicates set 3/4" Iron Pipe
- Indicates found Iron Pipe
- The blue border indicates the boundary of the land subdivided by this map.

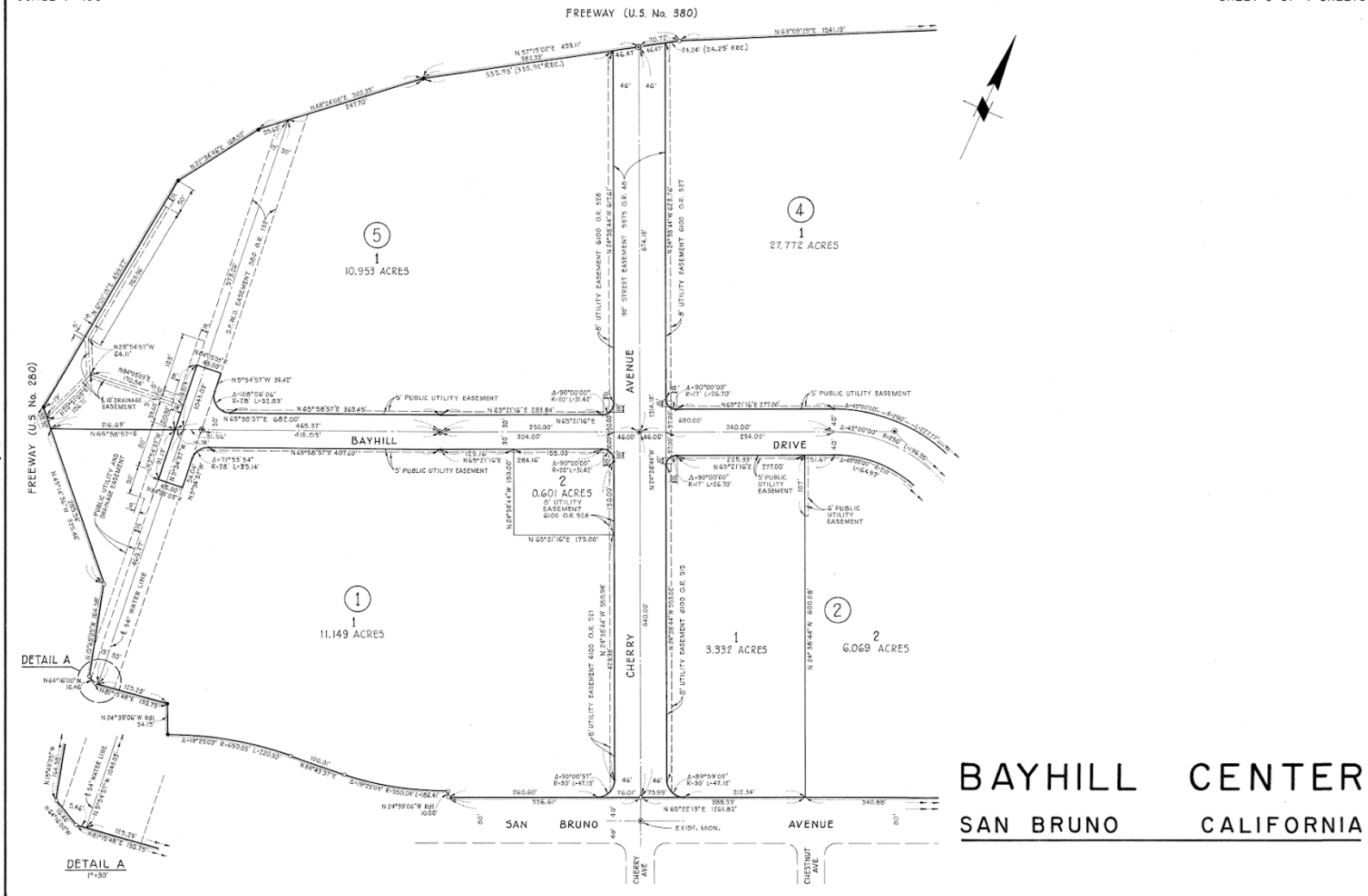
Vol.
78

38

38

SCALE: 1" = 100'

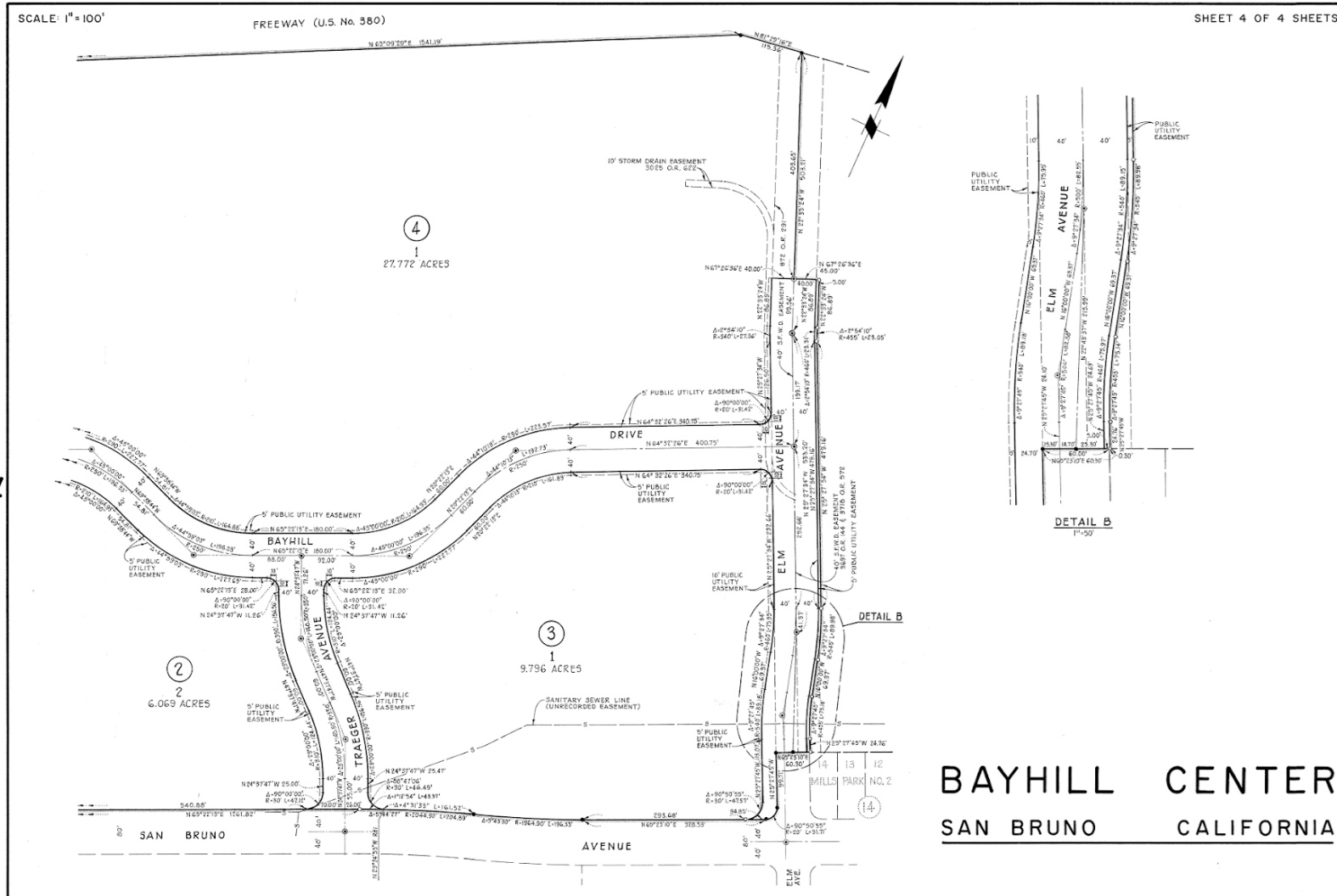
SHEET 3 OF 4 SHEETS



SCALE: 1"=100'

FREEWAY (U.S. No. 580)

SHEET 4 OF 4 SHEETS



BAYHILL CENTER
SAN BRUNO CALIFORNIA

Vol.
78Vol.
78

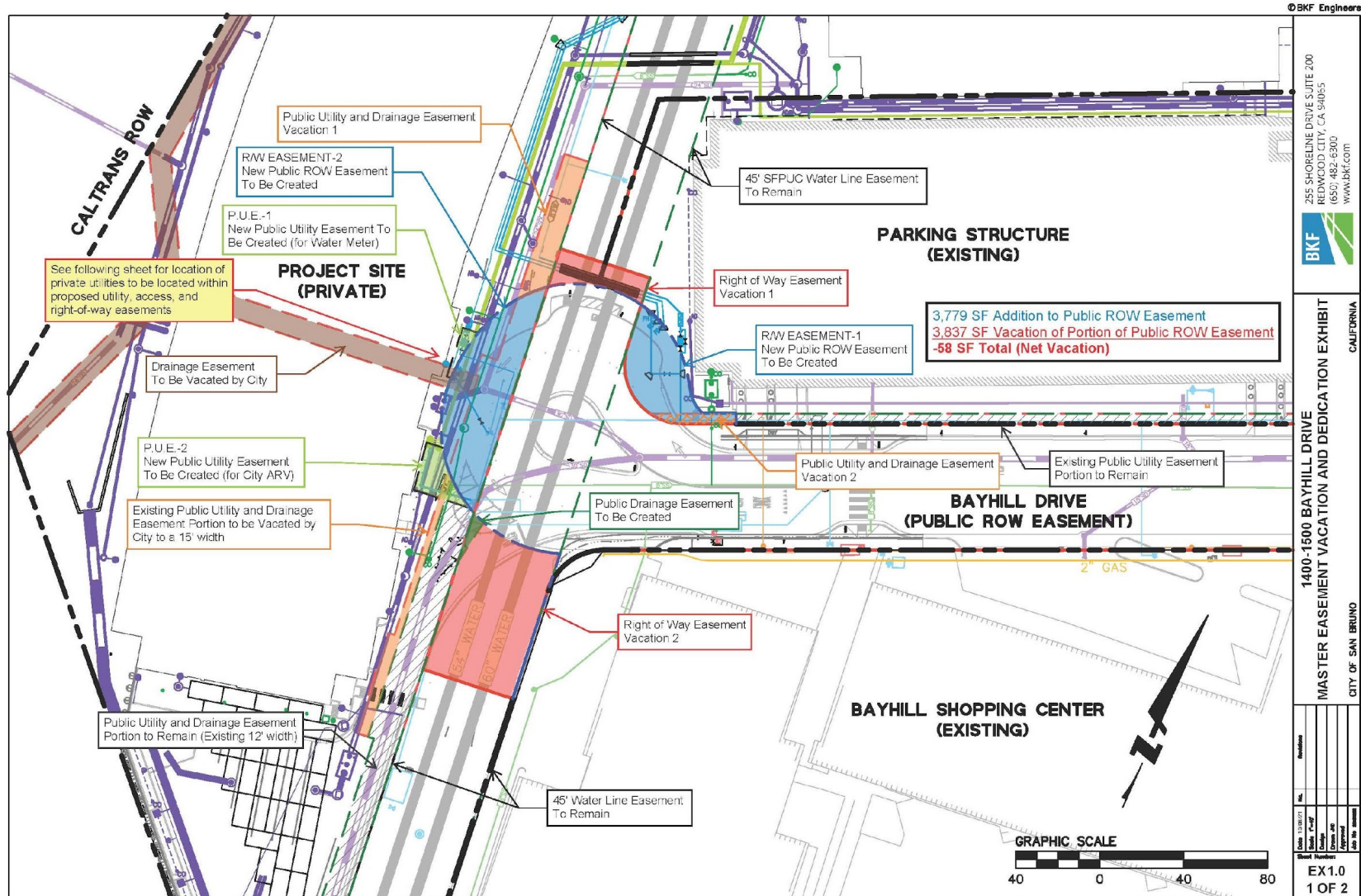
EXHIBIT B

-5-

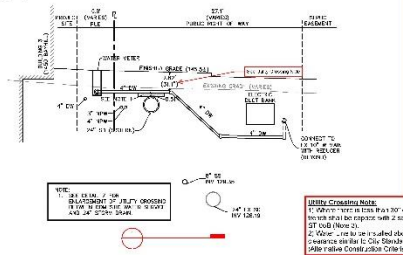
EXHIBIT C

Master Easement Vacation & Dedication Exhibit

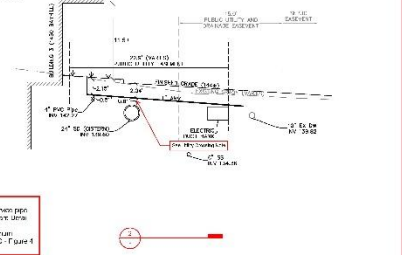
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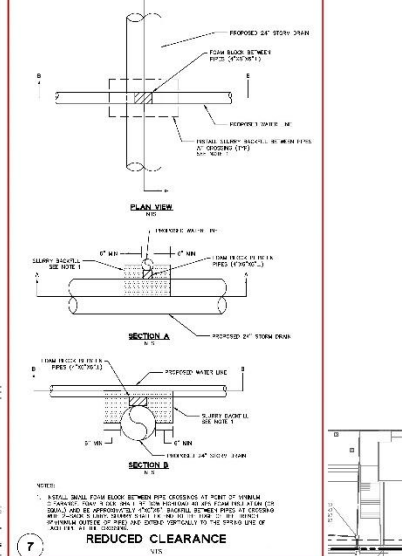
SECTION 1



SECTION 2



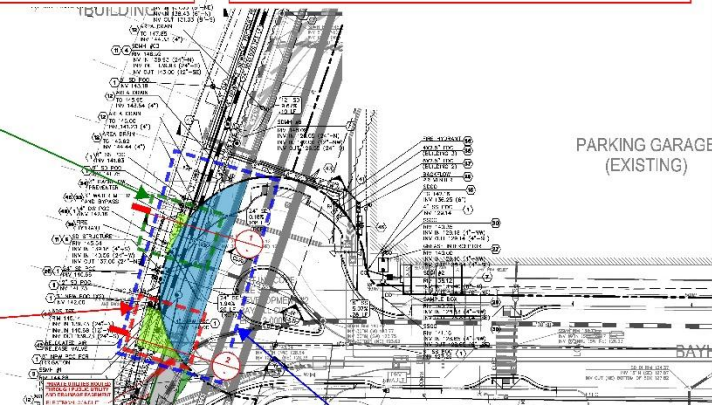
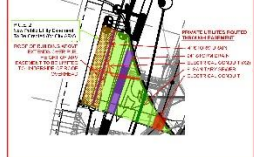
REDUCED CLEARANCE DETAIL - SEE SECTION 1



P.U.E.-1 ENLARGEMENT

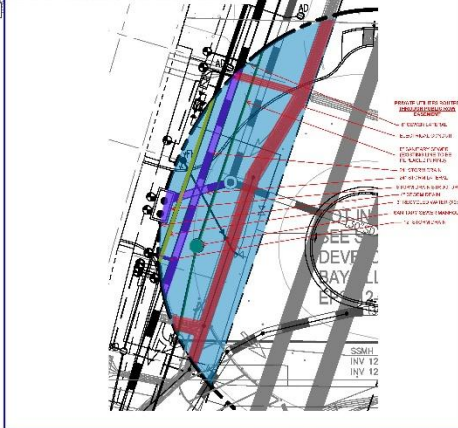


P.U.E.-2 ENLARGEMENT



PARKING GARAGE (EXISTING)

R/W EASEMENT-2 ENLARGEMENT



- LEGEND:
 - 1. 24\"/>
- KEYNOTES:
 - 1. 24\"/>



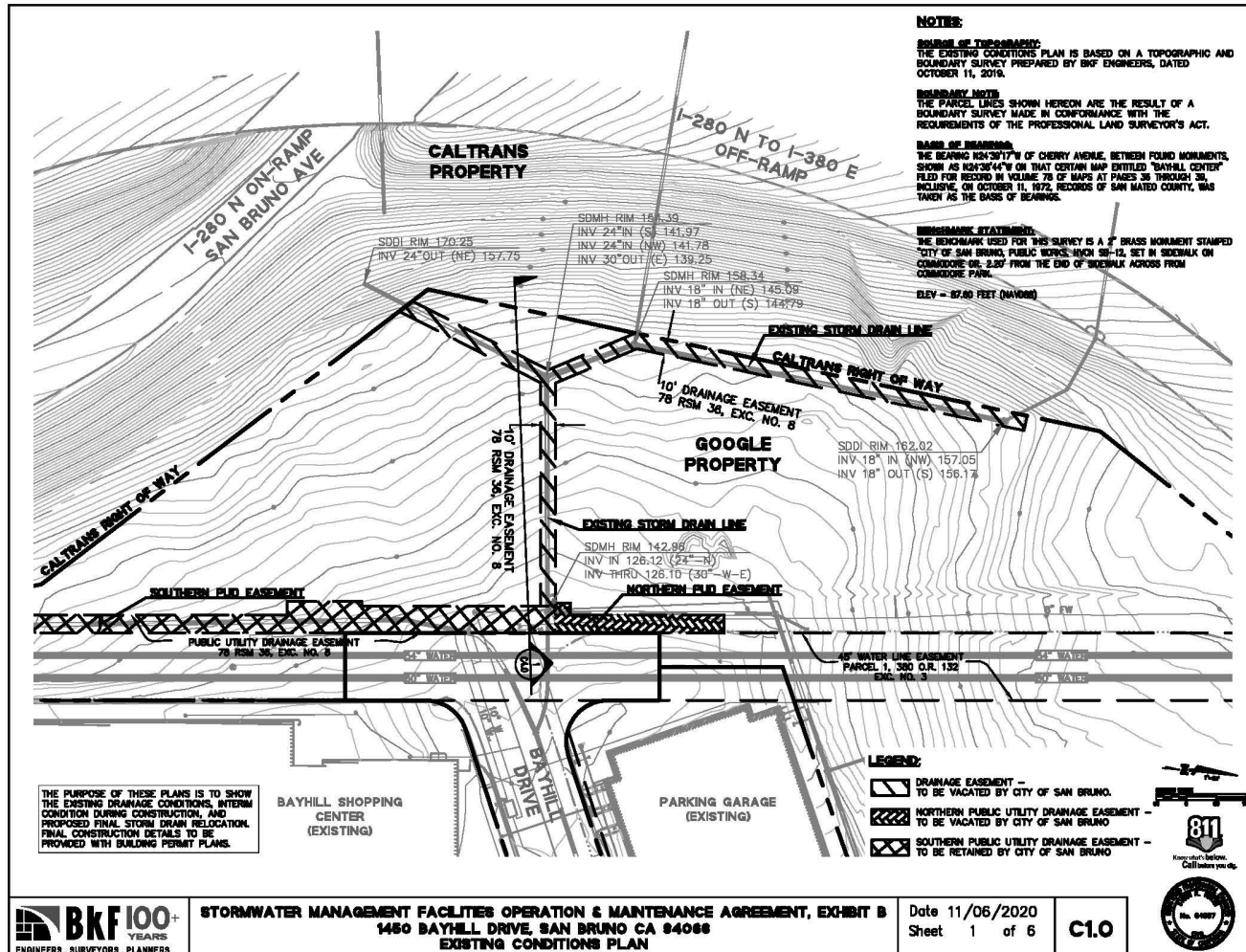
1400-1500 BAYHILL DRIVE
BAYHILL CIRCLE RIGHT OF WAY AND EASEMENT UTILITY OVERLAY EXHIBIT

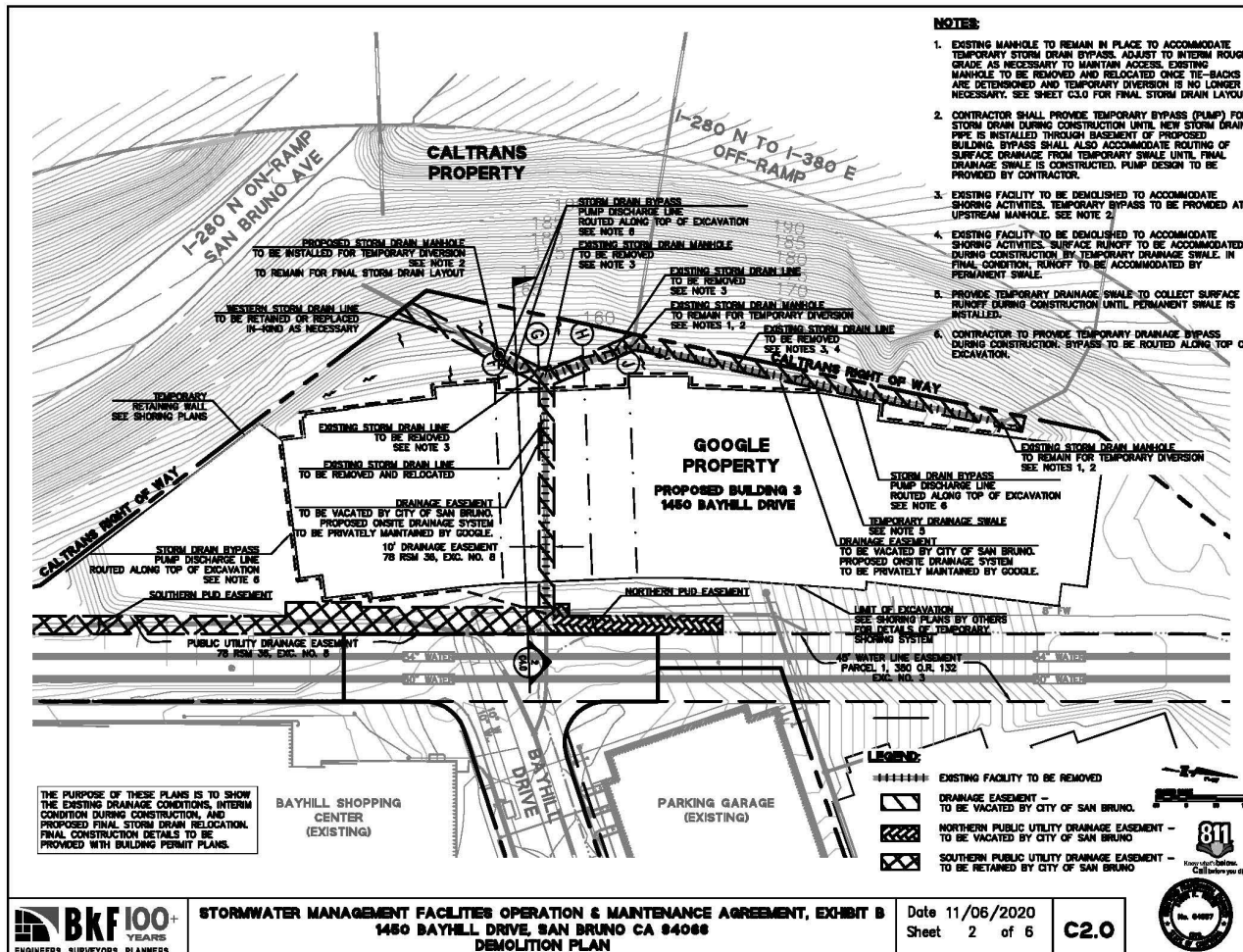
DATE	10/08/2024
SCALE	1"=20'
DRAWN	JHD
APPROVED	PCD
15081003	

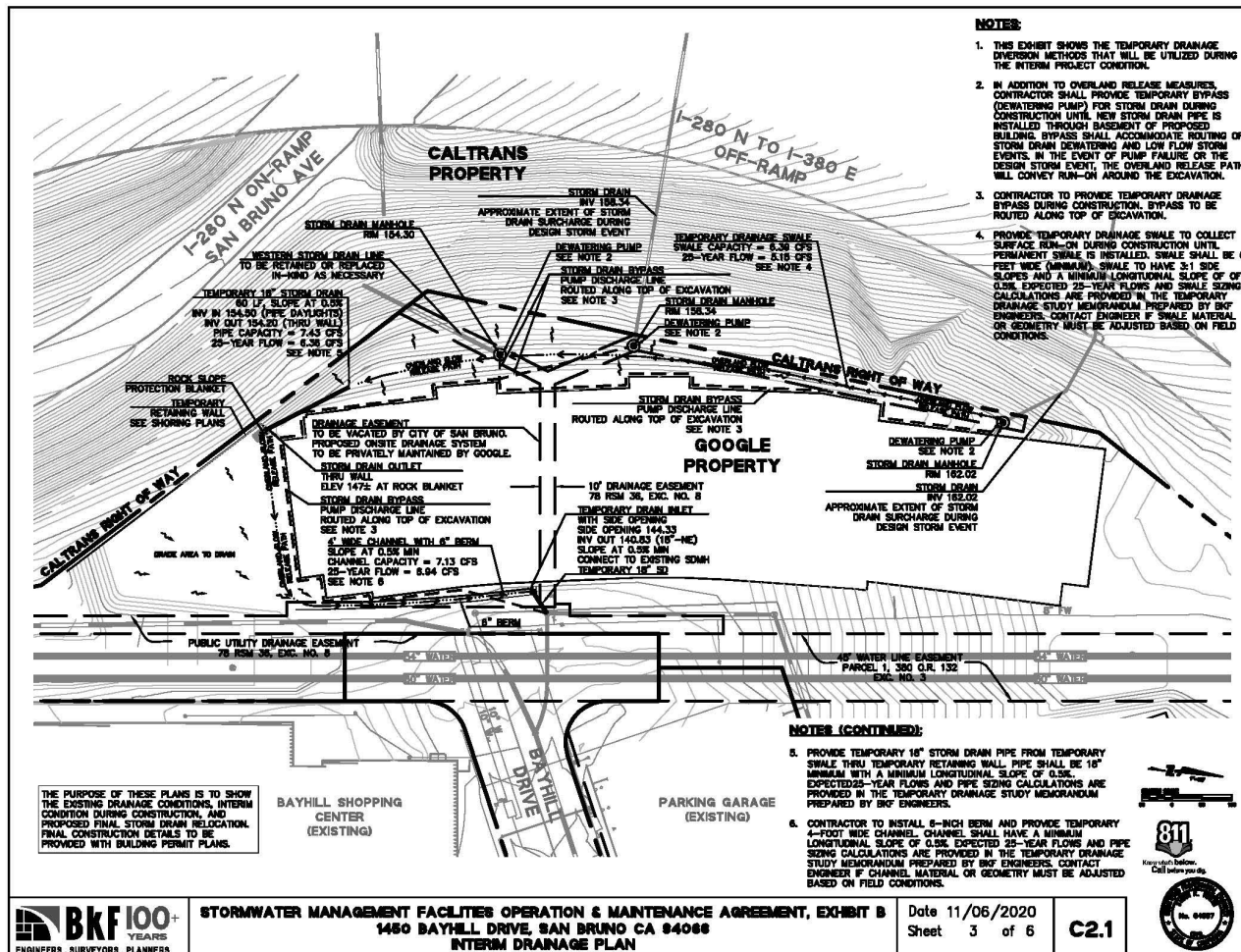
EX 2.0
2 OF 2

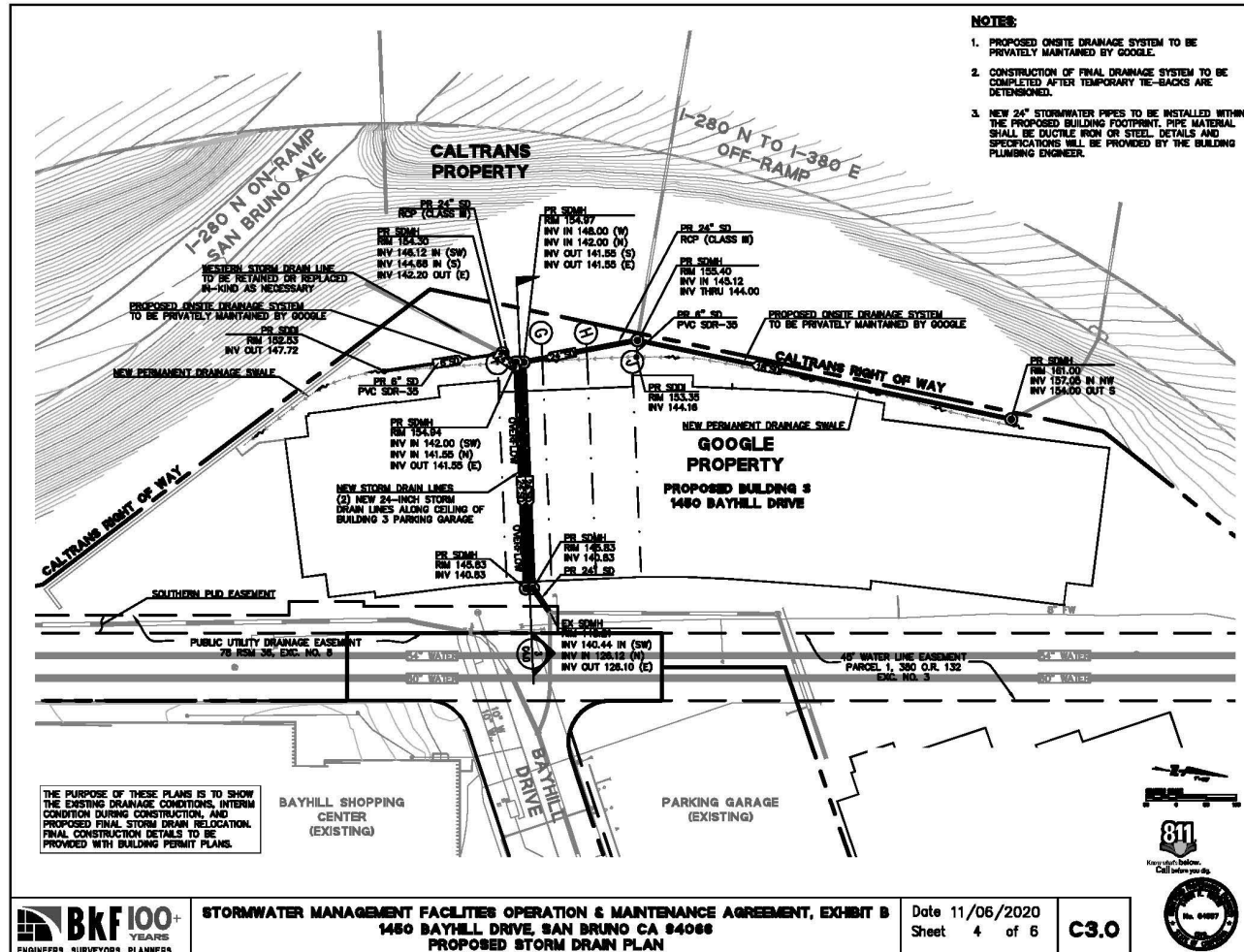
EXHIBIT D

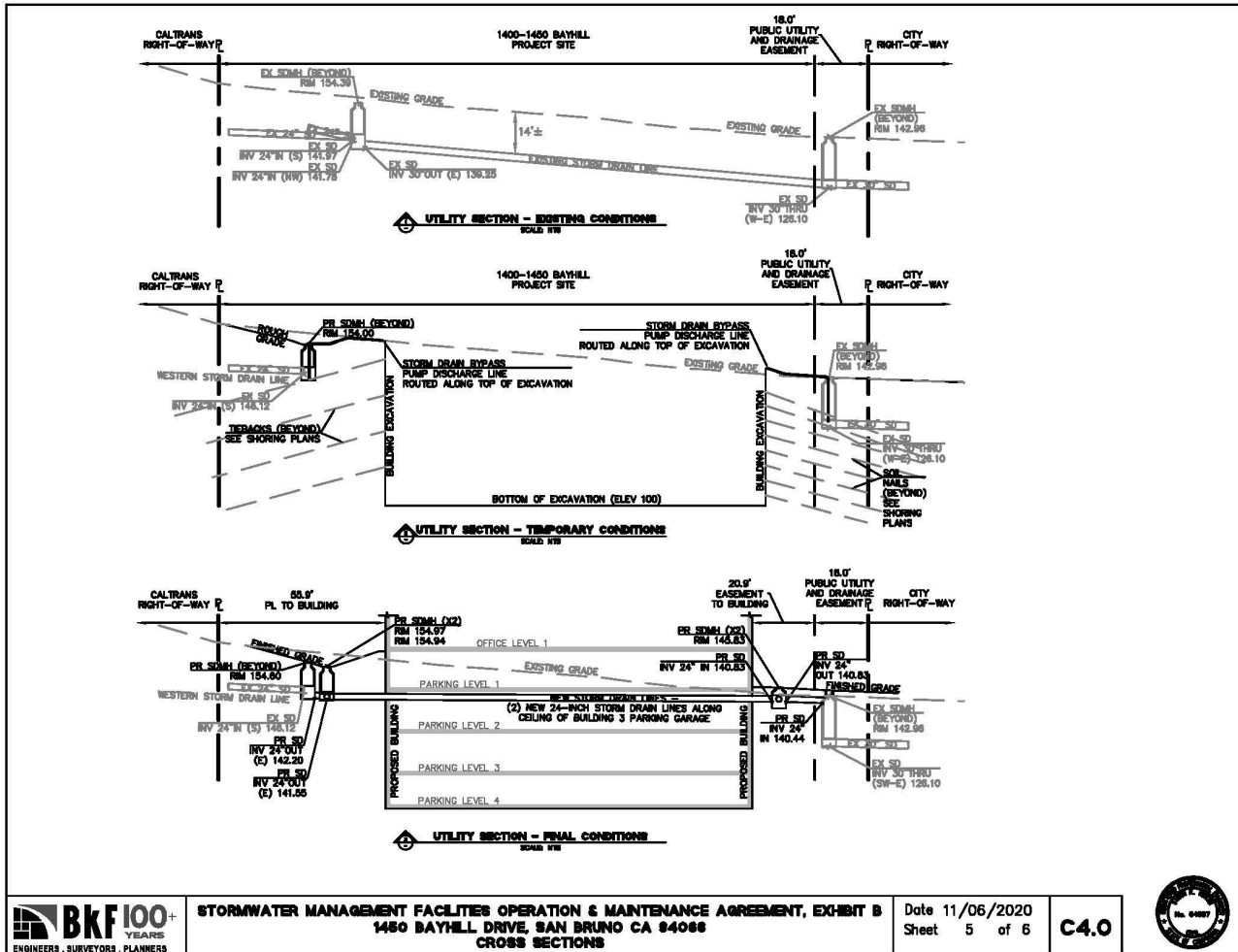
Storm Drain Exhibit











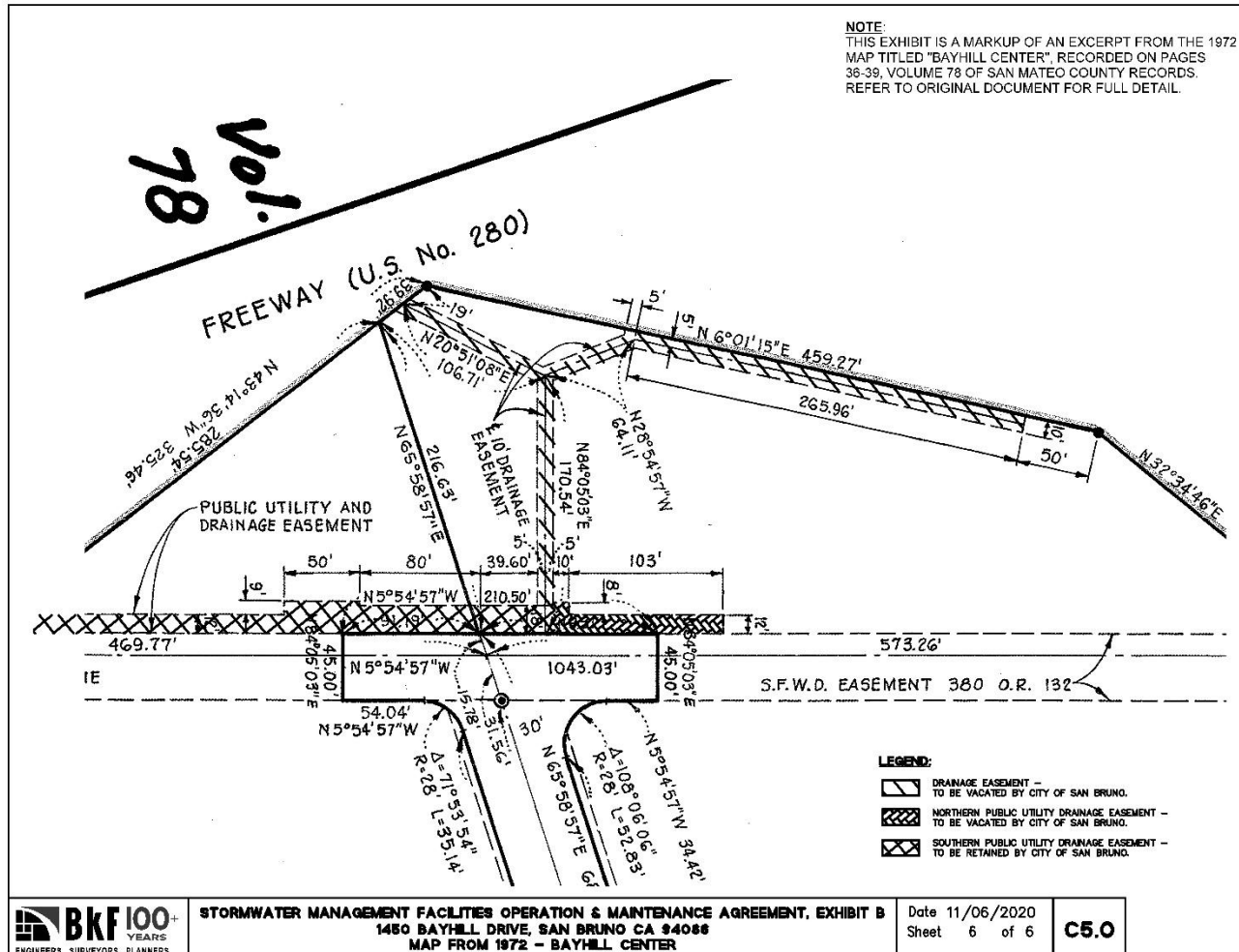


EXHIBIT E

Grant Deed and Access Agreement

[TO BE ATTACHED]

EXHIBIT F

Bayhill Circle Maintenance Agreement

[TO BE ATTACHED]

EXHIBIT G

Stormwater Management Facilities Operation & Maintenance Agreement

[TO BE ATTACHED]

EXHIBIT H

Quitclaim Deed – Public Service Easements

[ATTACHED]

EXHIBIT I

Quitclaim Deed – Roadways Easements

[ATTACHED]