

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of San Bruno)
567 El Camino Real)
San Bruno, California 94066)
Attention: City Clerk)
)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

EASEMENT GRANT DEED AND ACCESS AGREEMENT

This GRANT OF EASEMENT AND ACCESS AGREEMENT ("Agreement") is made this ____ day of _____, 2022, by and between GOOGLE LLC, a Delaware limited liability company ("Google") and CITY OF SAN BRUNO, a general law city and municipal corporation ("City"). Google and City are each sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. 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.

B. City currently owns and maintains a right of way easement in and over existing Bayhill Drive adjacent to the Google Property ("Bayhill Drive ROW"). The Bayhill Drive ROW Easement was dedicated to the City 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, attached as **Exhibit B**.

C. In connection with the Project, Google will reconfigure the terminus of existing Bayhill Drive, including the Bayhill Drive ROW, from the current hammerhead design to a roundabout designated "Bayhill Circle," as set forth in the plans, specifications and drawings entitled "Site Improvement #2 - Bayhill Circle, EP2012-0008," (the "Plans," as may be amended by the Parties), which Plans have been approved by the City.

D. As set forth on the Plans, the development of Bayhill Circle will include the installation by Google of the following improvements within Bayhill Circle: (i) custom improvements for public use including specialized concrete curbs, curb ramps, gutters and

sidewalks; street lights and site lighting; roadway striping; median improvements, including landscaping, irrigation and decorative lighting; and traffic signage (“Bayhill Circle Improvements,” as depicted on the “Maintenance Agreement Exhibit” attached as **Exhibit C**); and (ii) private utilities, the overhang of Building 3 and related improvements owned by Google (“Private Improvements,” as detailed on the plans, specifications and drawings entitled “Site Development #1 Site Utilities, B2011-0001” which have been approved by the City and may be amended by the Parties) (collectively, the “Improvements”).

E. Bayhill Circle is designed to be located directly adjacent to the Property in the Public Right-of-Way. (“Public Right-of-Way” shall mean the surface, the air space above the surface and the area below the surface of any public street, sidewalk, dedicated public utility easement or similar property in which City now or hereafter holds any property interest which is consistent with the purposes for which it was dedicated.) City has the authority to regulate the terms and conditions for the use and construction of the Improvements to be located within the Public Right-of-Way, including the Roadway Easements (defined below) granted pursuant to this Agreement.

F. The Parties desire to enter into this Agreement for the purpose of creating certain easements benefiting and burdening their respective property interests in Bayhill Circle and granting i) by Google to City, certain right-of-way and utility easements within Bayhill Circle as more particularly defined and described at Section 1 hereof (“Roadway Easements”); and ii) by City to Google, a continuing right of access to the Maintenance Area for purposes of installation, maintenance and/or updates to the Improvements.

NOW THEREFORE, Grantor and Grantee hereby agree as follows:

1. Grant of Roadway Easements to City. For good and valuable consideration, receipt of which is hereby acknowledged, and subject to and on the terms and conditions set forth herein, Google hereby grants to the City, the perpetual, non-exclusive easements rights on, over, across, under and within those certain portions of Bayhill Circle as defined and described, and for the purpose set forth below (“Roadway Easements”):

1.1 Right-of-Way Easements. Google hereby grants to City (i) a right-of-way easement for street and sidewalk improvements over the east end of Bayhill Circle (“Right of Way Easement 1”) and (ii) a right-of-way easement for street and sidewalk improvements over the west end of Bayhill Circle (“Right of Way Easement 2”), which easements are more particularly described on **Exhibit D-1** and depicted on **Exhibit D-2** attached hereto.

1.2 Public Utility Easements. Google hereby grants to City (i) a public utility easement for a City water meter and fire hydrant to be installed in connection with the Project and accepted by the City Department of Public Works (“DPW”) at closure of the applicable permit (“Public Utility Easement 1”) and (ii) a public utility easement for a City air release valve that has been relocated due to the Project, which grant of easement is subject to the City’s express acknowledgement that the upper level of Building 3 will overhang, encroach and extend into the airspace of this public utility easement (“Public Utility Easement 2”), which easements are more particularly described on **Exhibit E-1** and depicted on **Exhibit E-2** attached hereto.

1.3 Public Drainage Easement. Google hereby grants to City a public drainage easement for maintenance of an existing thirty inch (30") City storm drain line as more particularly described on **Exhibit F-1** and depicted on **Exhibit F-2** attached hereto.

2. Reservations. The Roadway Easements granted to the City shall be subject to the following express reservations of rights by Google:

2.1 All in-place private utilities owned by Google, including but not limited to the Private Improvements defined above, shall be expressly permitted in the Bayhill Circle Public Right-of-Way including the Roadway Easement areas (the "Easement Area");

2.2 Google reserves the right to upgrade, relocate or add additional private utilities within the Easement Area as required for the Project in the sole and unfettered judgment of Google, subject to DPW review, which upgraded, relocated or added private utilities after such work shall be deemed Private Improvements for purposes of this Agreement; and.

2.3 All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record over Bayhill Circle.

3. Maintenance. Following construction of the Improvements, Google and its successors and assigns shall maintain and repair said Improvements in accordance with the terms of the Bayhill Circle Maintenance Agreement. City shall remain responsible for the maintenance and repair of all public utilities and City-owned improvements located within the Easement Area.

4. Grant of Access Rights to Google. City hereby conveys and grants to Google a permanent and perpetual right of access over, on, under, in, across, along and through the "Maintenance Area," as depicted on **Exhibit C** to this Agreement, for purposes of (i) maintaining the Improvements in accordance with the terms of the Bayhill Circle Maintenance Agreement; and/or (ii) upgrading, relocating or adding additional private utilities within the Easement Area as reserved unto Google pursuant to the terms of this Agreement. Without limiting the foregoing, Google shall have the right to assign, convey or otherwise transfer, in whole or in part, the right of access granted herein to any third party who shall (i) own any portion of or manage any common interest development within the Google Property and (ii) assume all of Google's duties and obligations hereunder.

5. Indemnity for Use of Roadway Easements. City shall indemnify, defend and hold Google harmless from and against (i) any and all claims, demands, suits, losses, costs, liabilities penalties, damages and expenses suffered or incurred by any third party or entity arising out of or in connection with the use of the Roadway Easements, or (ii) any entry onto or activity by or on behalf of City and/or its employees, agents, contractors, consultants, or invitees in the Easement Area, except, in each instance, to the extent arising from (a) the negligence or intentional misconduct of Google or any of its employees, agents, or contractors or (b) Google's Private Improvements, their operation, and any maintenance, repair, upgrade, relocation, addition or use thereof by or on behalf of Google.

6. Covenants Running with the Land. All of the agreements, access rights, covenants, and grants of easements contained in this Agreement shall run with the land (as defined in California Civil Code Sections 1460 and 1462) and shall be binding upon or inure to the benefit

of (as the case may require) the Parties hereto, and their respective heirs, successors, and assigns, whether by operation of law or in any other manner whatsoever. Despite any provision to the contrary in this Agreement, (i) all references in this Agreement to Google shall be deemed to refer to Google or Google's successors or assigns, and (ii) all references in this Agreement to City shall be deemed to refer to City or City's successors or assigns. The successors or assigns of Google and City are each bound and benefited as applicable, by this Agreement.

7. Recordation. This Agreement shall be duly recorded in the Official Records of the County of San Mateo, California ("Official Records").

8. Amendment. This Agreement may be amended or modified only by a written instrument executed and acknowledged by the Parties or their successors in interest and recorded in the Official Records.

9. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) calendar days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Google: SBO Facilities
901 Cherry Avenue
San Bruno, CA 94066
Attn: San Bruno Facilities
Email: fm-sbo@google.com

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, 12th Floor
San Francisco, CA 94111
Attn: David H. Blackwell, Esq.

To City: City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attn: City Manager

With a copy to: City of San Bruno
567 El Camino Real
San Bruno, California 94066
Attn: City Attorney

10. No Partnership. Nothing contained in this Agreement, nor any acts of the Parties, shall be deemed or construed to create any relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.

11. Partial Invalidity. Any provision of this Agreement adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the

extent that such prohibition or invalidity shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Agreement.

12. Entire Agreement. This Agreement sets forth the entire Agreement of the Parties with respect to the subject matter addressed, except for those plans and agreements referenced herein, and all prior negotiations, representations, warranties and discussions are superseded by the provisions of this Agreement.

13. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any Party shall constitute a material breach of and a default under this Agreement by the Party so failing to perform.

14. Exhibits. All exhibits referred to in this Agreement are attached and incorporated by this reference.

15. Governing Law. The Parties acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

16. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

18. Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

19. No Waiver. The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.

SIGNATURES PROVIDED ON FOLLOWING PAGE

Dated: _____, 2022

GOOGLE:

GOOGLE LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Dated: _____, 2022

CITY:

CITY OF SAN BRUNO,
a general law city and municipal corporation

By: _____
Jovan D. Grogan, City Manager

ATTEST:

APPROVED AS TO FORM:

Vicky Hasha, Deputy City Clerk

By: _____
Trisha Ortiz, Interim City Attorney

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 _____)

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)

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 _____)

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]

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 Mile 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 239, 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 294, book 3637 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 3373 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 3043 of official records of San Mateo County at page 622, book 4377 of official records of San Mateo County at page 633, book 5157 of official records of San Mateo County at page 389 of official records of San Mateo County, and said lands which manifest them to be a fee, have been omitted as provided for in Section 1587 (a) of the California Business and Professions Code.

D-E OFFICE BUILDING, A Limited Partnership, Owner

By: W. C. Johnson
Life Partner,
By: John Johnson
General Partners
By: John Johnson
John Johnson
John Johnson

STATE OF CALIFORNIA

COUNTY OF San Bruno S.S.

On this 25 day of August in the year 1972, before me Margaret R. Martin, a Notary Public in and for the County of San Bruno, State of California, residing therein, duly commissioned and sworn, personally appeared John Johnson, 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

My Commission Expires March 5, 1976

OFFICIAL SEAL
MARGARET R. MARTIN
Notary Public in and for
LOS ANGELES COUNTY
PROFESSIONAL LICENSE NO. 11118

STATE OF ILLINOIS
COUNTY OF Cook S.S.

On this 15 day of August in the year 1972, before me James F. Fether, a Notary Public in and for the County of Cook, State of Illinois, residing therein, duly commissioned and sworn, personally appeared John Johnson, John Johnson, and John Johnson, 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.

1972

My Commission Expires March 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 herein is substantially the same as it appeared on the tentative map, and only approve alterations thereof that are in compliance of California Subdivision Map Act, as amended, have been complied with, and that I am satisfied that this map is technically correct.

Dated Sept. 12, 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., 1972, duly approved the within map, authorized its recording, 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 20 minutes past 12 M., in Volume 78 of Records of pages 36-38 (incl.) Records of San Mateo County, California.

File No. 66611 AF

Fee \$ 11.00

Maria E. Church
County Recorder
County of San Mateo, State of California

By: G. M. Laddy
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 42 on pages 29 thru 30 of Parcel Maps, Records of San Mateo County, were used as the basis of Bearings for this map.

LEGEND

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

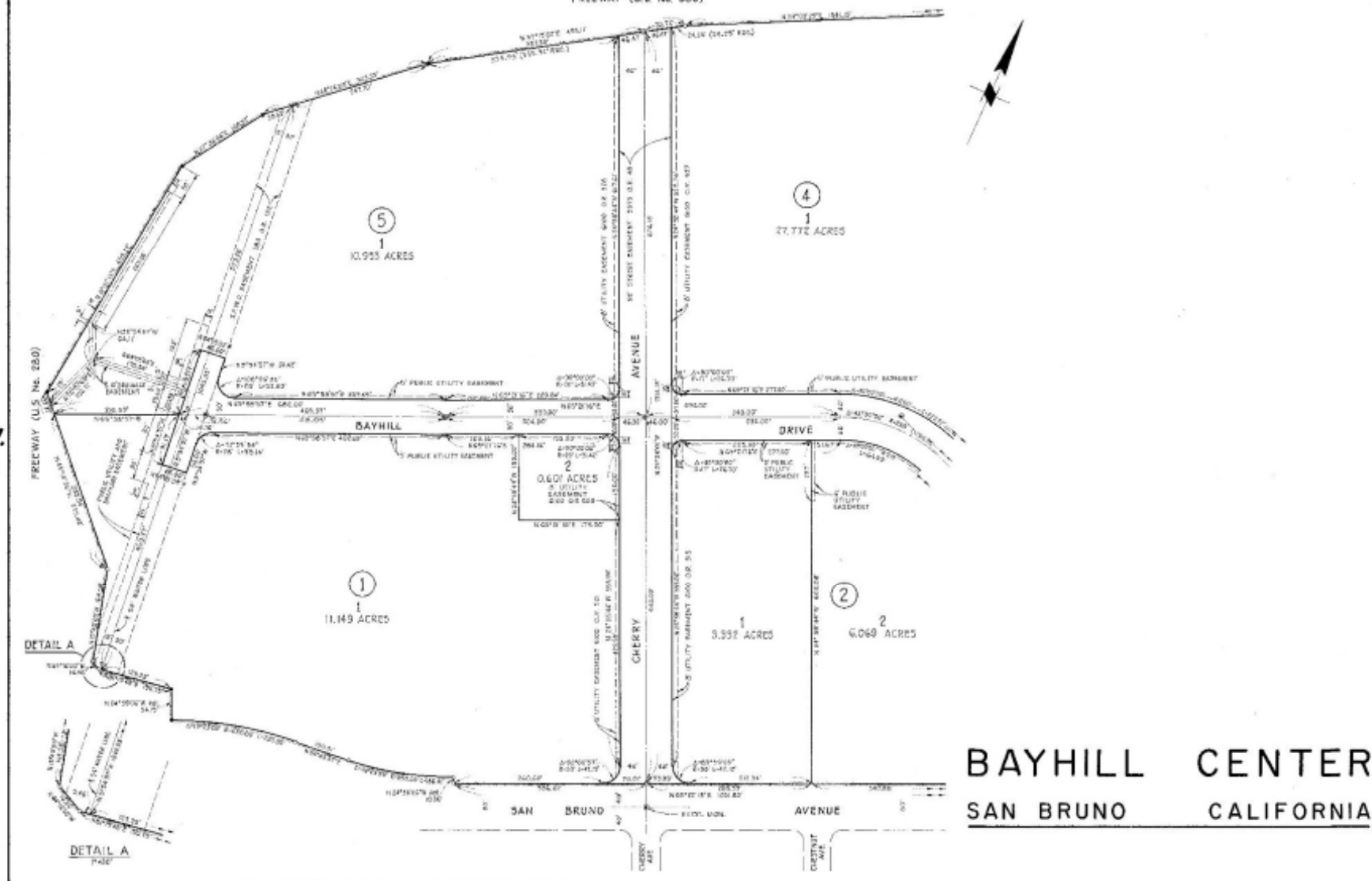
38

38

SCALE: 1"=100'

SHEET 3 OF 4 SHEETS

FREeway (U.S. No. 580)

Vol.
78Vol.
78

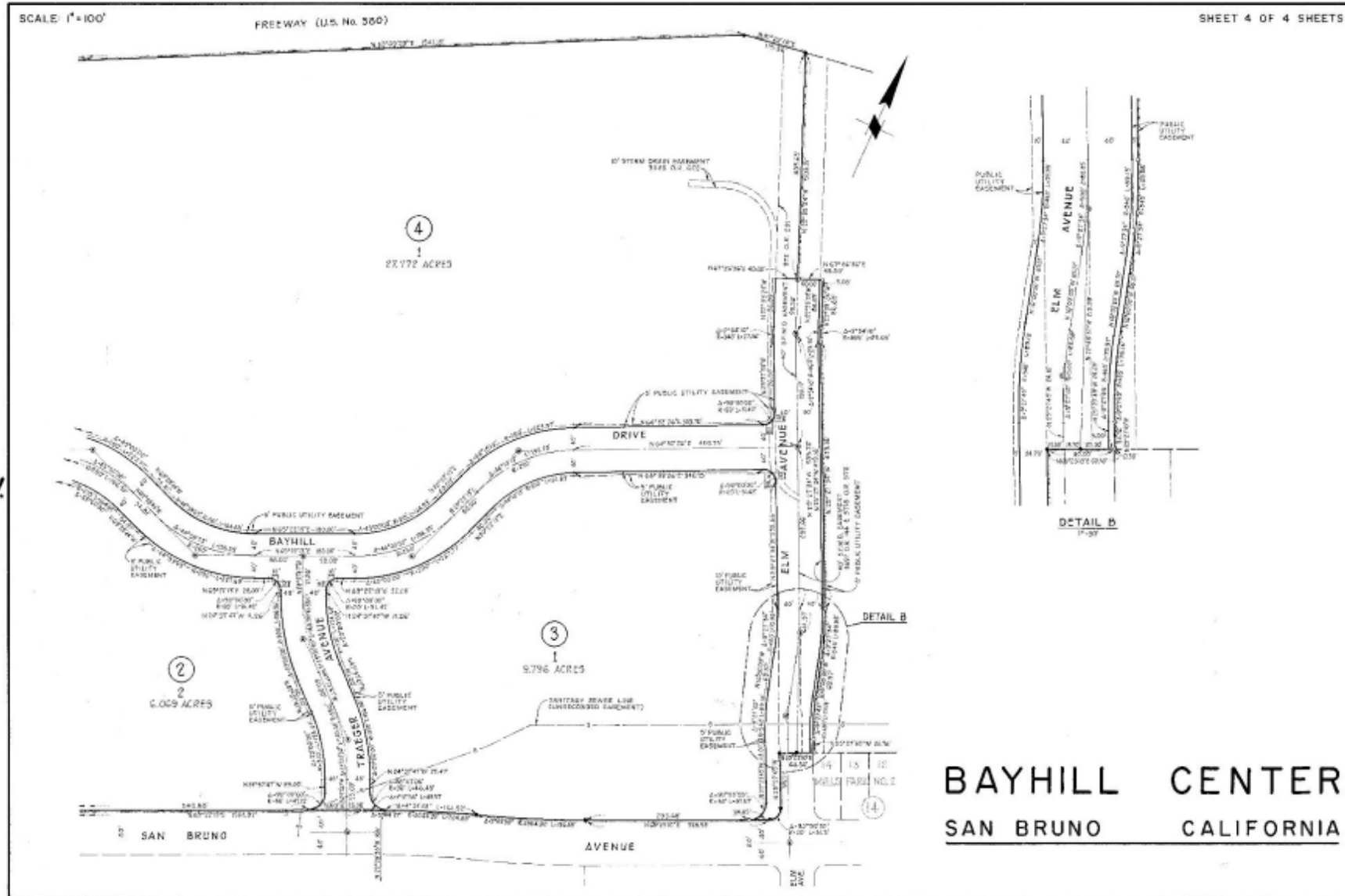
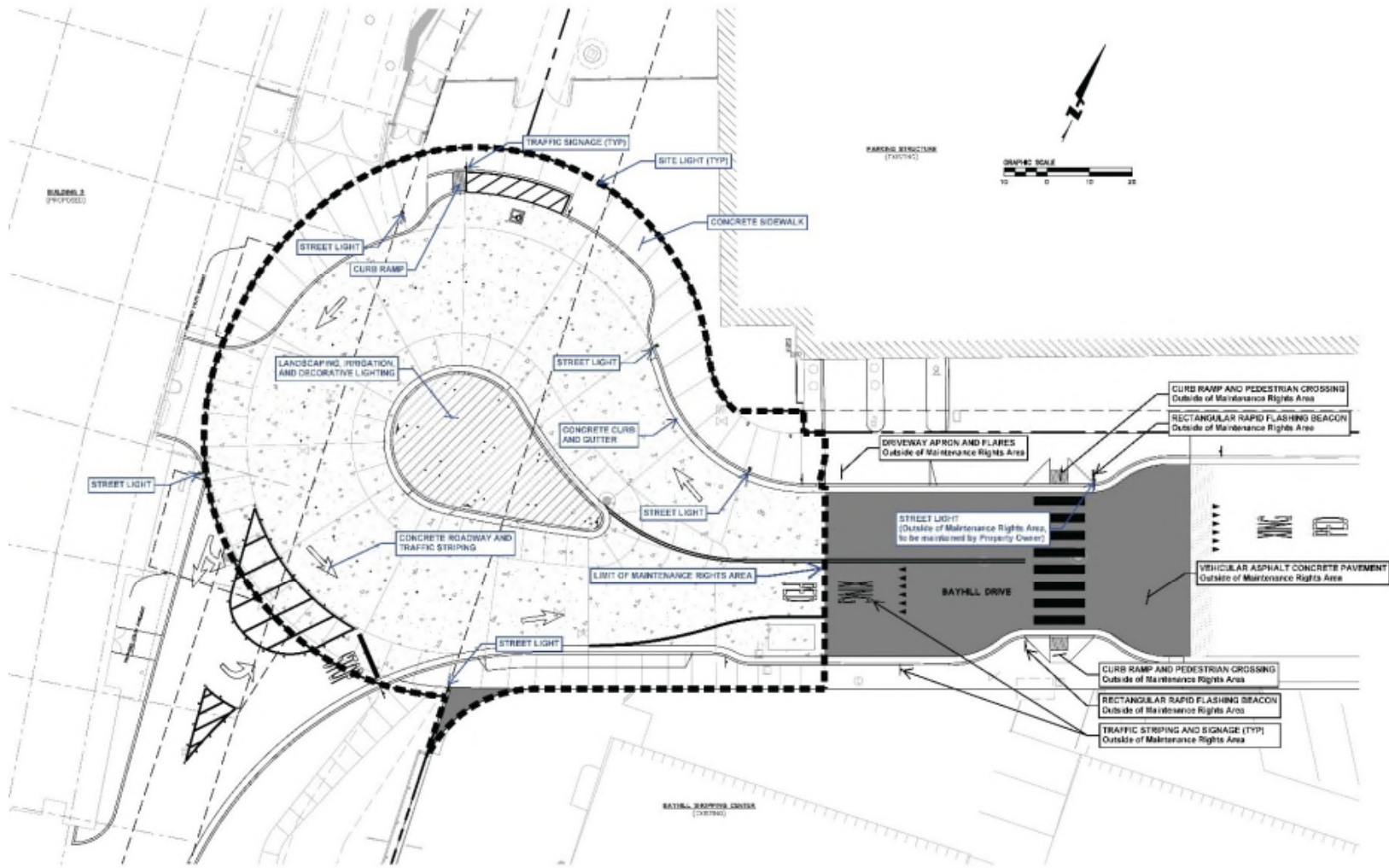
Vol.
78

EXHIBIT C

MAINTENANCE AGREEMENT EXHIBIT

[attached]



- LEGEND:**
- PROPERTY LINE
 - - - EASEMENT
 - LIMIT OF MAINTENANCE RIGHTS AREA (SEE NOTE 1)
 - VEHICULAR CONCRETE PAVEMENT (ROADWAY)
 - VEHICULAR ASPHALT CONCRETE PAVEMENT

- NOTES:**
1. WITHIN MAINTENANCE RIGHTS AREA, THE FOLLOWING ITEMS WILL BE MAINTAINED BY PROPERTY OWNER:
 - 1.1. CONCRETE ROADWAY AND TRAFFIC STRIPING AND SIGNAGE
 - 1.2. CONCRETE CURB, GUTTER, AND SIDEWALK
 - 1.3. CURB RAMP AND DETECTABLE WARNING STRIP
 - 1.4. BICYCLE RACKS IN SIDEWALK (IF ALLOWED)
 - 1.5. MEDIAN LANDSCAPING, INCLUDING RELATED IRRIGATION AND WATER SUPPLY
 - 1.6. SITE LIGHTING TO INCLUDE CONDUIT, POWER SUPPLY, AND RE-WIRING
 - 1.6.1. DECORATIVE MEDIAN LIGHTING
 - 1.6.2. STREETLIGHTS (AS INDICATED IN EXHIBIT)
 2. SEE BAYHILL CIRCLE PERMIT, PERMIT #P2012-0008, FOR FURTHER DETAILS AND INFORMATION.

EX 1.0 1 OF 1	DATE	10/25/2021
	SCALE	1" = 10'
	DRAWN	JHD
	APPROVED	PC
	JOB NO	20191002
1400-1500 BAYHILL DRIVE BAYHILL CIRCLE MAINTENANCE AGREEMENT EXHIBIT		
		255 SHORELINE DRIVE SUITE 200 REDWOOD CITY, CA 94065 (650) 482-6300 www.bkf.com

EXHIBIT D-1

LEGAL DESCRIPTION OF RIGHT OF WAY EASEMENTS



October 5, 2021
BKF No. 20160266
Page 1 of 2

EXHIBIT D-1 **Legal Description**

Real property in the City of San Bruno, County of San Mateo, State of California, being a portion of Parcel "A" and Parcel "B", as shown in Document No. 2008-110098, recorded on October 01, 2008, San Mateo County Records, described as follows;

Right of Way Easement Dedication 1

COMMENCING at a found nail in concrete incased in a standard city monument well, said monument being at the intersection of the easterly line of a 45-foot wide San Francisco Public Utility Easement, as shown in Book 380 Official Records at Page 132, recorded on October 18, 1928, San Mateo County Records and the centerline of Bayhill Drive as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records;

Thence, northerly along said easement line, N05°54'32"W, 70.17 feet to a point on the easterly line of Bayhill Drive as shown on said map, said point being the **TRUE POINT OF BEGINNING**;

Thence, northerly along the easterly line of Bayhill Drive, N05°54'32"W, 21.07 feet to the beginning of a non-tangent curve;

Thence, leaving the easterly line of Bayhill Drive, southeasterly along the arc of said curve to the right, through a central angle of 46°40'44", with a radius of 55.13 feet, the center of which curve bears S11°11'01"W, an arc distance of 44.91 feet;

Thence, S32°10'24"E, 3.15 feet to the beginning of a non-tangent curve;

Thence, southeasterly along the arc of said curve to the left, through a central angle of 38°50'57", with a radius of 19.26 feet, the center of which curve bears N57°48'36"E, an arc distance of 13.06 feet;

Thence, N65°59'22"E, 16.01 feet;

Thence, S24°00'38"E, 5.00 feet to the northerly line of Bayhill Drive;

Thence, westerly along said northerly line of Bayhill Drive, S65°59'22"W, 25.12 feet;

Thence, northwesterly along a curve to the right, through a central angle of 108°06'06", with a radius of 28.00 feet, an arc distance of 52.83 feet to the **POINT OF BEGINNING**.

Containing an area of 1,327 square feet, more or less.

Right of Way Easement Dedication 2

COMMENCING at a found nail in concrete incased in a standard city monument well, said monument being at the intersection of the easterly line of a 45-foot wide San Francisco Public Utility Easement, as shown in Book 380 Official Records at Page 132, recorded on October 18,

1928, San Mateo County Records and the centerline of Bayhill Drive as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records;

Thence, S52°31'27" W, 52.82 feet to a point on the westerly line of Bayhill Drive as shown on said map, said point being the **TRUE POINT OF BEGINNING**;

Thence, northerly along the westerly line of Bayhill Drive, N05°54'32"W, 113.13 feet to the beginning of a non-tangent curve;

Thence, leaving said westerly line of Bayhill Drive, southwesterly along the arc of said curve to the left, through a central angle of 33°10'06", with a radius of 61.59 feet, the center of which curve bears S38°45'37"E, an arc distance of 35.66 feet to the beginning of a non-tangent curve;

Thence, southerly along the arc of said curve to the left, through a central angle of 19°46'14", with a radius of 75.65 feet, the center of which curve bears S70°35'56"E, an arc distance of 26.10 feet to the beginning of a non-tangent curve;

Thence, southeasterly along the arc of said curve to the left, through a central angle of 69°17'43", with a radius of 60.00 feet, the center of which curve bears S87°08'11"E, an arc distance of 72.57 feet to the **POINT OF BEGINNING**.

Containing an area of 2,451 square feet, more or less.

Basis of Bearings: The centerline of Bayhill Drive, shown as N65°58'57"E on that certain map recorded on October 11, 1972 in Book 78 of Maps at Pages 36 through 39, San Mateo County Records and rotated clockwise 00°00'25", was taken as the basis of bearings for this description.

Right of Way Easement Dedication 1 and 2 as shown on plat entitled "EXHIBIT D-2" attached hereto and made a part hereof.

This description was prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

BKF Engineers



Benjamin H. Santos, P.L.S. No. 9251

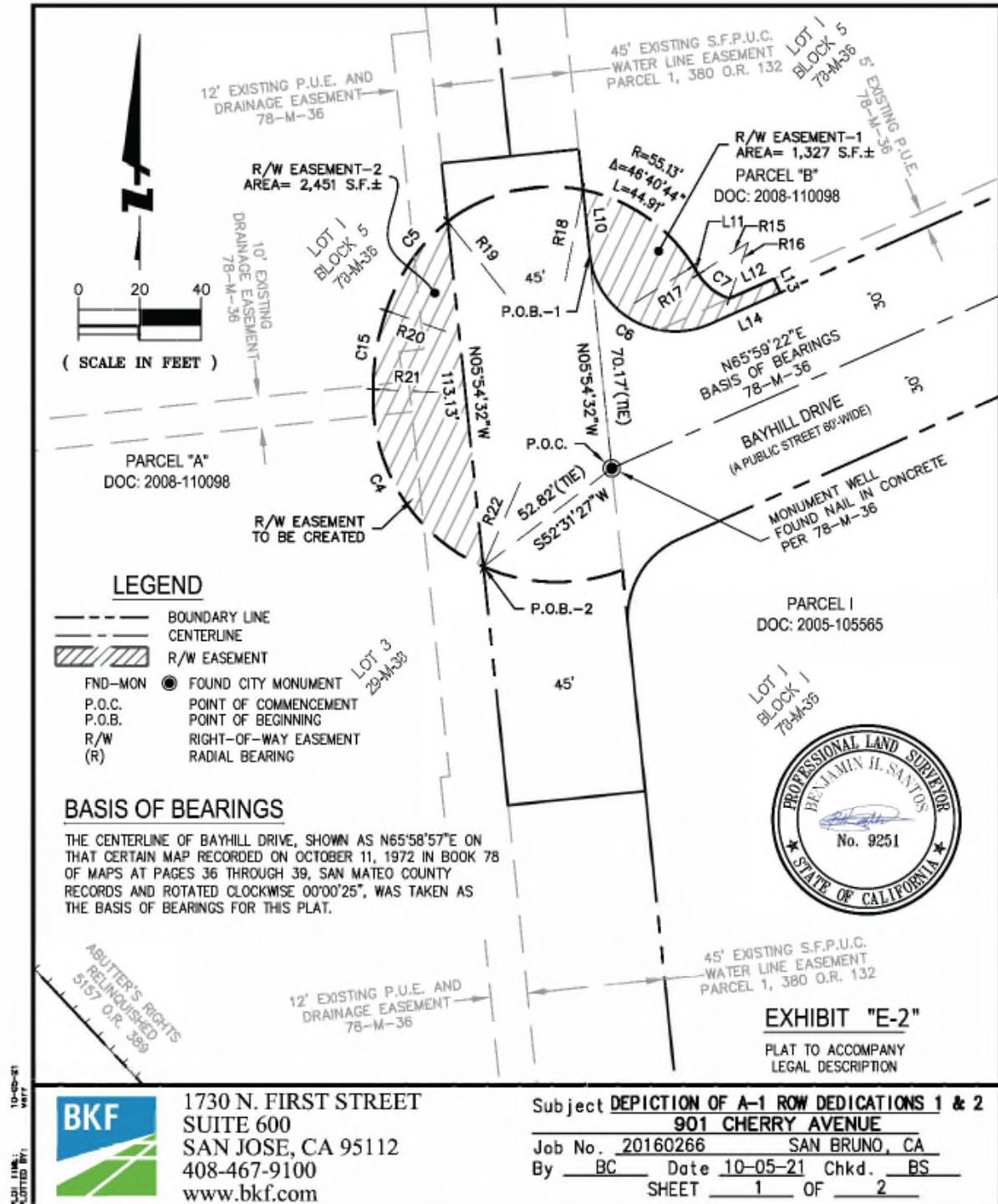
10/05/2021

Date



EXHIBIT D-2

DEPICTION OF RIGHT OF WAY EASEMENTS



LINE TABLE		
NO.	DIRECTION	LENGTH
L10	N05°54'32"W	21.07'
L11	S32°10'24"E	3.15'
L12	N65°59'22"E	16.01'
L13	S24°00'38"E	5.00'
L14	S65°59'22"W	25.12'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C4	60.00'	69°17'43"	72.57'
C5	61.59'	33°10'06"	35.66'
C6	28.00'	108°06'06"	52.83'
C7	19.26'	38°50'57"	13.06'
C15	75.65'	19°46'14"	26.10'

RADIAL LINE TABLE	
NO.	DIRECTION
R15	N57°48'36"E
R16	N18°57'39"E
R17	S57°51'45"W
R18	S11°11'01"W
R19	S38°45'37"E
R20	S70°35'56"E
R21	S87°06'11"E
R22	N23°34'05"E

EXHIBIT "E-2"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

10/11/2021
 10/11/2021



1730 N. FIRST STREET
 SUITE 600
 SAN JOSE, CA 95112
 408-467-9100
 www.bkf.com

Subject DEPICTION OF A-1 ROW DEDICATIONS 1 & 2
901 CHERRY AVENUE
 Job No. 20160266 SAN BRUNO, CA
 By BC Date 10-05-21 Chkd. BS
 SHEET 2 OF 2

EXHIBIT E-1

LEGAL DESCRIPTION OF PUBLIC UTILITY EASEMENTS



October 1, 2021
BKF No. 20160266
Page 1 of 2

EXHIBIT E-1 **Legal Description**

Real property in the City of San Bruno, County of San Mateo, State of California, being a portion of Parcel "A", as shown in Document No. 2008-110098, recorded on October 01, 2008, San Mateo County Records, described as follows;

Public Utility Easement-1

COMMENCING at a found nail in concrete incased in a standard city monument well, said monument being at the intersection of the easterly line of a 45-foot wide San Francisco Public Utility Easement, as shown in Book 380 Official Records at Page 132, recorded on October 18, 1928, San Mateo County Records and the centerline of Bayhill Drive as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records;

Thence, N56°13'09" W, 85.09 feet to the TRUE POINT OF BEGINNING;

Thence, the following four (4) courses and distances:

- 1) S05°54'32"E, 24.32 feet
- 2) S84°05'28"W, 12.00 feet
- 3) N05°54'32"W, 24.32 feet
- 4) N84°05'28"E, 12.00 feet to the POINT OF BEGINNING.

Containing an area of 292 square feet, more or less.

Public Utility Easement-2

COMMENCING at a found nail in concrete incased in a standard city monument well, said monument being at the intersection of the easterly line of a 45-foot wide San Francisco Public Utility Easement, as shown in Book 380 Official Records at Page 132, recorded on October 18, 1928, San Mateo County Records and the centerline of Bayhill Drive as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records;

Thence, S55°31'24" W, 54.37 feet to the TRUE POINT OF BEGINNING;

Thence, the following three (3) courses and distances:

- 1) S84°05'28"W, 27.84 feet
- 2) N68°59'35"W, 23.17 feet
- 3) N84°05'28"E, 8.00 feet to the beginning of a non-tangent curve

Thence, southeasterly along the arc of said curve to the left, through a central angle of 30°14'17", with a radius of 60.00 feet, the center of which curve bears N56°52'01"E, an arc distance of 31.67 feet to the POINT OF BEGINNING.

Containing an area of 371 square feet, more or less.

Basis of Bearings: The centerline of Bayhill Drive, shown as N65°58'57"E on that certain map recorded on October 11, 1972 in Book 78 of Maps at Pages 36 through 39, San Mateo County Records and rotated clockwise 00°00'25", was taken as the basis of bearings for this description.

Public Utility Easement 1 and 2 as shown on plat entitled "EXHIBIT E-2" attached hereto and made a part hereof.

This description was prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

BKF Engineers



Benjamin H. Santos, P.L.S. No. 9251

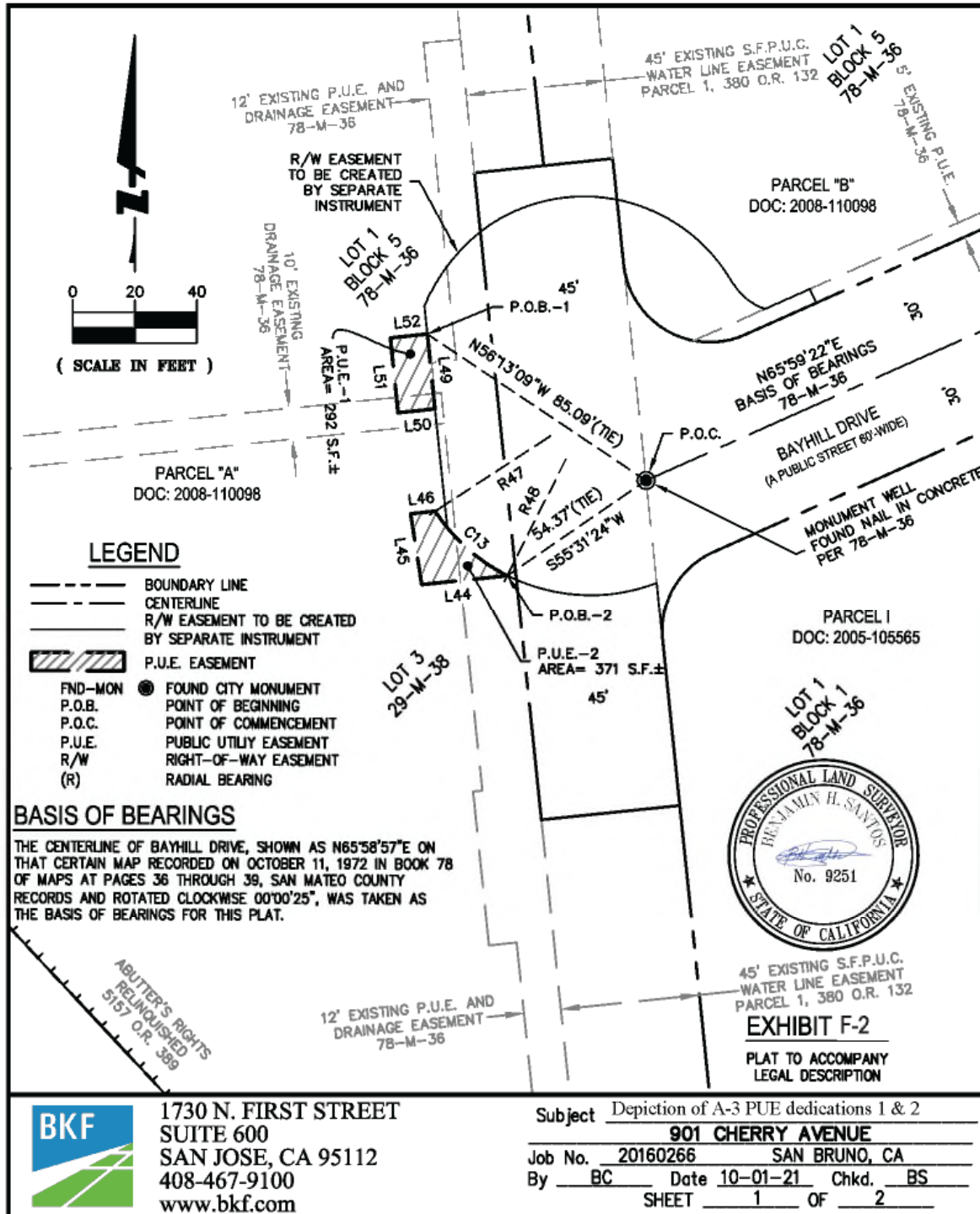
10/01/2021

Date



EXHIBIT E-2

DEPICTION OF PUBLIC UTILITY EASEMENTS



LINE TABLE		
NO.	DIRECTION	LENGTH
L44	S84°05'28"W	27.84'
L45	N08°59'35"W	23.17'
L46	N84°05'28"E	8.00'
L49	S05°54'32"E	24.32'
L50	S84°05'28"W	12.00'
L51	N05°54'32"W	24.32'
L52	N84°05'28"E	12.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C13	60.00'	30°14'17"	31.67'

RADIAL LINE TABLE	
NO.	DIRECTION
R47	N56°52'01"E
R48	N26°37'44"E

EXHIBIT F-2

PLAT TO ACCOMPANY
LEGAL DESCRIPTION



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
www.bkf.com

Subject Depiction of A-3 PUE dedications 1 & 2
901 CHERRY AVENUE
Job No. 20160266 SAN BRUNO, CA
By BC Date 10-01-21 Chkd. BS
SHEET 2 OF 2

EXHIBIT F-1

LEGAL DESCRIPTION OF PUBLIC DRAINAGE EASEMENT



October 1, 2021
BKF No. 20160266
Page 1 of 1

EXHIBIT F-1 **Legal Description**

PUBLIC DRAINAGE EASEMENT

Real property in the City of San Bruno, County of San Mateo, State of California, being a portion of Bayhill Drive, as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records, described as follows:

Public Drainage Easement

COMMENCING at a found nail in concrete incased in a standard city monument well, said monument being at the intersection of the easterly line of a 45-foot wide San Francisco Public Utility Easement, as shown in Book 380 Official Records at Page 132, recorded on October 18, 1928, San Mateo County Records and the centerline of Bayhill Drive as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records;

Thence, S46°09'56"W, 49.68 feet to the TRUE POINT OF BEGINNING;

Thence, S09°05'28"W, 22.47 feet to a point on the westerly line of Bayhill Drive as shown on said map;

Thence, northerly along said westerly line of Bayhill drive, N05°54'32"W, 24.59 feet to the beginning of a non-tangent curve;

Thence, leaving said line of Bayhill Drive, southeasterly along the arc of said curve to the left, through a central angle of 06°12'07", with a radius of 60.00 feet, the center of which curve bears N23°34'05"E, an arc distance of 6.49 feet to the POINT OF BEGINNING.

Containing an area of 71 square feet, more or less.

Basis of Bearings: The centerline of Bayhill Drive, shown as N65°58'57"E on that certain map recorded on October 11, 1972 in Book 78 of Maps at Pages 36 through 39, San Mateo County Records and rotated clockwise 00°00'25", was taken as the basis of bearings for this description.

Public Drainage Easement as shown on plat entitled "EXHIBIT F-2" attached hereto and made a part hereof.

This description was prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

BKF Engineers

A handwritten signature in blue ink, appearing to read "Benjamin H. Santos".

Benjamin H. Santos, P.L.S. No. 9251

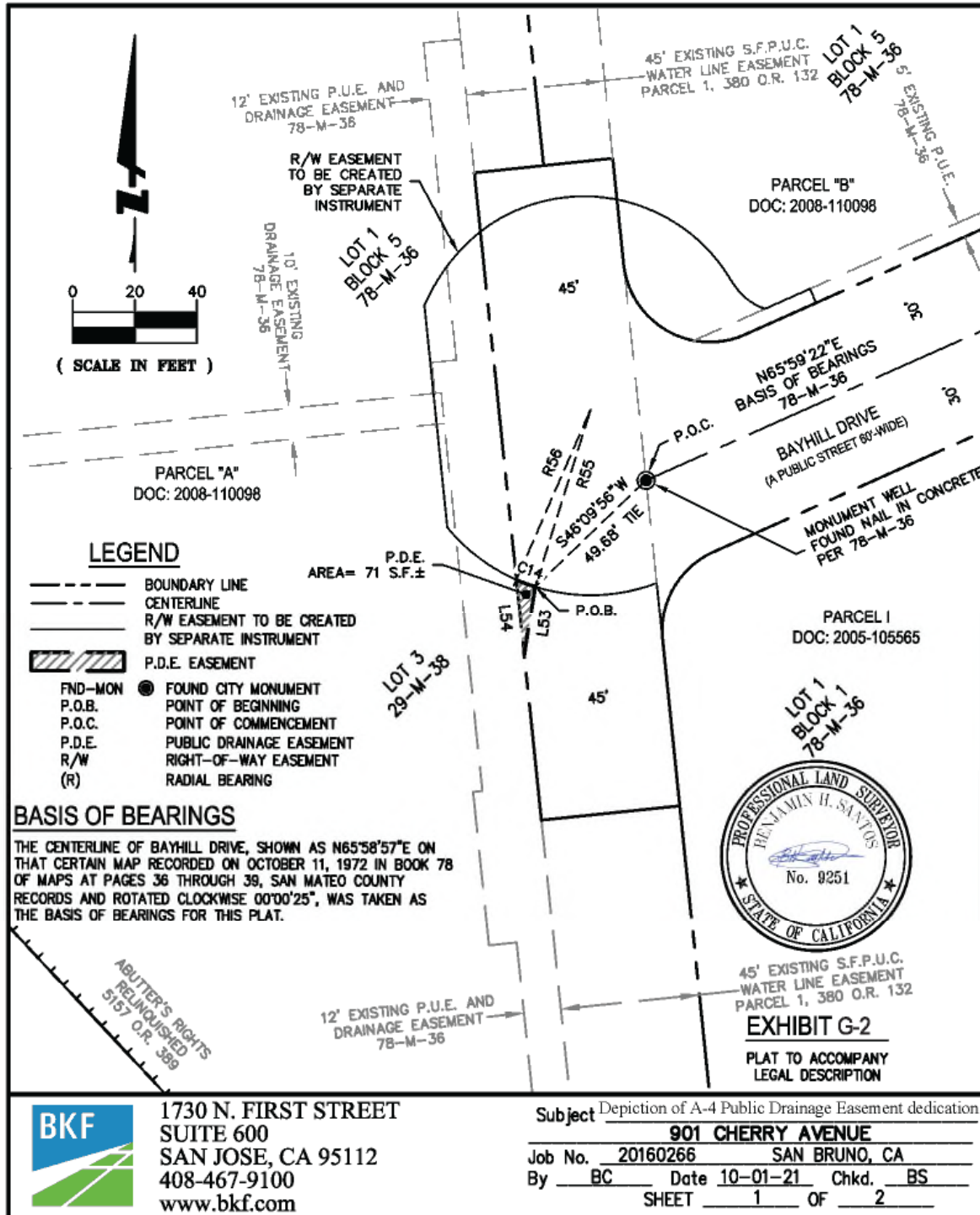
10/01/2021

Date



EXHIBIT F-2

DEPICTION OF PUBLIC DRAINAGE EASEMENT



LINE TABLE		
NO.	DIRECTION	LENGTH
L53	S09°05'28"W	22.47'
L54	N05°54'32"W	24.59'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C14	60.00'	6°12'07"	6.49'

RADIAL LINE TABLE	
NO.	DIRECTION
R55	N17°21'58"E
R56	N23°34'05"E

EXHIBIT G-2

PLAT TO ACCOMPANY
LEGAL DESCRIPTION



1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
www.bkf.com

Subject Depiction of A-4 Public Drainage Easement dedication

901 CHERRY AVENUE

Job No. 20160266 SAN BRUNO, CA

By BC Date 10-01-21 Chkd. BS

SHEET 2 OF 2