

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.

**BAYHILL CIRCLE
MAINTENANCE AGREEMENT
1400-1500 Bayhill Drive, San Bruno**

This BAYHILL CIRCLE MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between GOOGLE LLC, a Delaware limited liability company ("Property Owner"), and the CITY OF SAN BRUNO, a California general law city and municipal corporation ("City"). City and Property Owner are referred to herein each as a "Party" and collectively as the "Parties."

RECITALS

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

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

B. In connection with the Project, the City and Property Owner both desire to reconfigure the terminus of existing Bayhill Drive from the current hammerhead design to a roundabout designated "Bayhill Circle," as set forth in the plans, specifications and drawings entitled "Site Development #2 Bayhill Circle EP2012-0008" (the "Plans," as may be amended by the Parties), which Plans have been approved by the City. As set forth on the Plans and depicted on the "Maintenance Agreement Exhibit" attached as **Exhibit B** to this Agreement, development of Bayhill Circle will include installation by Property Owner of a series of improvements in the Public Right-of-Way, 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 (collectively, the "Bayhill Circle Improvements"). "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.

C. Pursuant to the terms of that certain “Grant Deed and Access Agreement” attached hereto as **Exhibit C**, Property Owner has irrevocably dedicated to the City a number of right-of-way and utility easements within Bayhill Circle (“Roadway Easements”). Each of the Roadway Easements have been offered for dedication to the City subject to the express reservations as set forth in the Grant Deed and Easement Agreement, including (1) that the Easement Area (as defined therein) will contain a number of private utilities, a building overhang encroachment and related private improvements to be owned by Property Owner 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 “Private Improvements”, and (2) that future maintenance, repair, upgrade, relocation, or addition to the Private Improvements are permitted.

D. Bayhill Circle is designed to be located directly adjacent to the Property in the Public Right-of-Way. City has the authority to regulate the terms and conditions for the use and construction of any improvements within the Public Right-of-Way, including the construction, installation, replacement, repair and maintenance of the Bayhill Circle Improvements for public use and the Private Improvements for private use (collectively, the “Improvements”).

E. The Parties agree that Property Owner will be responsible for maintenance of the areas of the Public Right-of-Way that contain the Improvements (the “Maintenance Area”), as shown on **Exhibit B**. The Grant Deed and Access Agreement further guarantees Property Owner a continued right of access over the Maintenance Area for purposes of installation, maintenance and/or updates to the Improvements.

F. The Parties now desire to enter into this Agreement pursuant to which Property Owner will install the Improvements within the Public Right-of-Way and maintain the Improvements and the Maintenance Area in accordance with the requirements described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the Parties hereby agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to assure the installation, maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement of the Improvements by Property Owner at its sole expense in accordance with the standards, including the Maintenance Standards (defined in Section 4 below), set forth herein.

2. CONSTRUCTION OF IMPROVEMENTS. The Parties agree that the Improvements will materially benefit the Property and Bayhill Circle. Property Owner shall, without cost to City, design, construct, and install or cause the design, construction, and installation of the Improvements as shown on the Plans approved by the City. Said Improvements shall be constructed and installed in conformance with the provisions of the San Bruno Municipal Code. City shall inspect the Improvements for conformance with the Plans.

3. PROPERTY OWNER'S RESPONSIBILITIES. Property Owner, at its sole expense, shall maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Improvements, as well as perform all necessary service on maintenance equipment, in order to ensure the efficient operation of all of the Improvements in accordance with the Maintenance Standards described in Section 4 below and industry and City standards applicable to similar improvements.

4. MAINTENANCE STANDARDS. The following standards (collectively, "Maintenance Standards") shall be complied with by Property Owner and its maintenance staff, contractors and subcontractors in connection with the required maintenance of the Bayhill Circle Improvements in the Maintenance Area:

a. Property Owner shall regularly inspect the Bayhill Circle Improvements. The Bayhill Circle Improvements shall at all times be maintained in compliance with the Plans, in clean, safe, and functioning condition, and in accordance with the custom and practice generally applicable to public rights-of-way within the City of San Bruno.

b. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

c. As to the Bayhill Circle Improvements, clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing and after tenant disposal of trash en route to the disposal area via the public sidewalk; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

d. As to the Bayhill Circle Improvements, utility maintenance shall be per local standards and regulations and manufacturer's recommendations as applicable to keep the facilities in good operating condition including making arrangements, performing inspections and tests, and making necessary repairs or replacements in part or in whole. Nothing in this paragraph shall be construed to waive, effect or alter the requirements of the Stormwater Treatment Measures Maintenance Agreement for the Project between the Parties dated of even date herewith or the Stormwater Management Facilities Operation & Maintenance Agreement for the Property for the Project between the Parties dated of even date herewith.

e. As to the Bayhill Circle Improvements, all maintenance work shall conform to all applicable federal and state Occupational Safety and Health Act standards and regulations for the performance of maintenance.

f. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance of the Bayhill Circle Improvements shall be applied in strict accordance with all governmental requirements. Precautionary measures shall be employed recognizing that all areas are open to public access.

5. CITY'S RESPONSIBILITIES. Nothing contained herein shall limit the City's responsibility to: (i) maintain and replace public utilities in the Public Right-of-Way; (ii) maintain the structural integrity of the public streets, including asphalt and concrete paving, medians, signage and underground utilities, street lights; and (iii) any other duty or responsibility of the City relating to the public street or the surrounding property.

6. BREACH AND DEFAULT OF AGREEMENT.

a. City Remedies. Should City believe that Property Owner is in breach of this Agreement for failure to safely operate and maintain the Improvements as required hereunder, or correct any defects in accordance with the Plans, City shall provide written notice to Property Owner pursuant to Section 18 which shall specify the date and nature of the breach. Following receipt of written notice, Property Owner shall have a period of thirty (30) days in which to cure the alleged breach, unless the breach cannot be cured within thirty (30) days, in which case Property Owner shall have a reasonable period of time to cure the breach so long as Property Owner commences the cure within such thirty (30) days and continues diligently to complete the cure. Property Owner's failure to cure a breach shall be deemed a default under this Agreement.

Should Property Owner fail to cure the breach within the time periods specified above, City shall have the right, but not the duty, to perform the required work. Property Owner or its successors or assigns, as applicable, shall promptly reimburse City for all reasonable, actual costs incurred by City to effectuate such cure following receipt of an invoice therefor, together with reasonable supporting evidence of such costs and expenses. If the written notification states that the problem is urgent and relates to the public health and safety, then Property Owner shall have twenty-four (24) hours to rectify the problem (or such longer period of time as may reasonably be required, provided that Property Owner shall commence to remedy such default within the twenty-four (24) hours period and thereafter diligently prosecute such remedy to completion). In the event a breach of an obligation presents an imminent health or safety concern, then City may take appropriate steps to cure such breach, in which event Property Owner shall reimburse City for all reasonable, actual costs incurred by City to effectuate such emergency cure following receipt of an invoice therefor, together with reasonable supporting evidence of such costs and expenses. In any situation requiring Property Owner to reimburse City costs, such reimbursement shall include City's costs implementing and enforcing this Agreement, including outside consultants or counsel or City staff time, together with interest from the date the City provided notice under Section 6, at the rate of the lesser of seven percent (7%) per annum or the maximum of interest allowed by law. City shall calculate staff time at City's documented standard hourly rates and applicable fees as reflected in the City's current Master Fee Schedule. Following two or more uncured defaults of this Agreement by Property Owner requiring City to perform work to remedy the problem, City in its discretion (but without any obligation to do so) may elect to either (1) form a maintenance district to levy assessments against the Property to fund such work

on an ongoing basis, or (b) require Property Owner to pay City an amount adequate to fund an annuity to cover the cost of such work as may be reasonably anticipated over the then-remaining expected life of the Project, and thereafter City shall assume responsibility for such work. Property Owner agrees to cooperate and not oppose such district formation or annuity funding. The City's remedies in connection with any alleged breach or default of this Agreement shall be limited to those expressly set forth in this Section 6. Property Owner's obligations under this Section 6 shall survive expiration or earlier termination of this Agreement.

b. Lien for Costs of Required Maintenance. In the event that Property Owner fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such deficiency after notification and after expiration of any applicable cure period, then City shall have the right to maintain, repair, care for and, if and when necessary, replace such Improvements at the Property Owner's expense. Property Owner agrees to pay City upon demand all charges and costs incurred by City for such maintenance, repair and replacement work. Until so paid, City shall have a lien on the Property for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien shall affect all parcels jointly if portions of the Property have been sold. Any lien in favor of City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon payment in full, City shall promptly record a release of such lien

7. ENCROACHMENT PERMIT; RIGHT OF ENTRY. Property Owner and City acknowledge that, to the extent that the Improvements are located within the City rights-of-way or that maintenance of Improvements on the Property requires access from and over City-owned property, this Agreement acts as Property Owner's encroachment permit from City in order for Property Owner to perform its obligations under this Agreement. The following terms and provisions shall apply to Property Owner's right to enter onto such rights-of-way and City-owned property in order to perform maintenance, inspection, repair and, if and when necessary, replacement services under this Agreement (collectively, "Maintenance Services"):

a. Permitted Uses. Property Owner may enter upon such Bayhill Circle Improvements as are located within the City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, bicycle lanes, and sidewalks solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). Property Owner shall not use such areas for any other purpose. Property Owner shall give advance notice to City prior to blocking any City streets or right of way and agrees to coordinate with City regarding dates it will perform the Activities.

b. Insurance. Property Owner shall obtain and deliver to the City, at no cost to the City, certificates of commercial general liability insurance which indicate that the City, its elective and appointive boards, commissions, officers, agents and employees are covered as additional insureds under all insurance policies maintained for performance of the Maintenance Services and other Activities by (i) Property Owner, or (ii) any contractor or subcontractor directly or indirectly employed by Property Owner to perform any Maintenance Services or other Activities. Each of these policies shall also provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the time of performance of the Maintenance Services and other Activities, without first giving to the City thirty (30) days' written notice prior to the effective date of such cancellation or change in coverage, as long as such is commercially obtainable. Property Owner shall not permit any contractor or subcontractor to commence or continue performing Maintenance Services or other Activities until the certificates or any substitute certificates have been approved by the City's Risk Manager.

<u>Insurance Category</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000.00 per occurrence, \$4,000,000.00 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000.00 per occurrence for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).

8. COORDINATION OF MAINTENANCE ACTIVITIES & CITY WORK. The Parties acknowledge that City Work (defined below) in and around the Maintenance Area will also be required from time to time given that: (i) Bayhill Circle will contain public utilities to be maintained by City, and (ii) as shown on **Exhibit B**, the terminus of the Maintenance Area is located at the material transition and construction joint between Property Owner surfacing within Bayhill Circle, to be maintained by Property Owner, and City surfacing at the transition to Bayhill Drive, to be maintained by City ("Transition Area"), a condition that will require coordination of maintenance and repairs between the Parties. As such, the Parties hereby agree to coordinate City and Property Owner work within and adjacent to the Maintenance Area as follows:

a. Notice & Coordination of City Work in Maintenance Area. City shall provide Property Owner with two (2) weeks' written notice of all non-emergency repair, replacement, maintenance or other activities by City ("City Work") in or adjacent to Bayhill Circle relating to public improvements owned and maintained by City within the Maintenance Area ("City Improvements"). Such notice shall be provided in accordance with Section 17 hereof, and shall specify the nature, anticipated time frame, and proposed schedule for the City Work. City acknowledges that this advance notice of non-emergency work is required in order for Property Owner to properly plan for the necessary repairs to and/or replacement of any disturbed Bayhill Circle Improvements including the specialized roadway and concrete surfacing within Bayhill

Circle. Prior to commencement of the City Work in the Maintenance Area, City shall provide Property Owner with a final construction schedule for the subterranean City Work, to be followed by Property Owner surface repair work. The Parties shall agree upon a temporary surface plan for City to install at Property Owner's cost for plating, paving or other treatment as reasonably required to ensure a safe surface if Property Owner cannot follow immediately with the surface repair work.

b. Sequencing of Work in Transition Area. Property Owner and City will coordinate all work in the Transition Area in accordance with Section 8(a) hereof. The Parties acknowledge that where sidewalk or roadway repair work is required in the Transition Area, Property Owner's concrete work must proceed prior to City asphalt or concrete work in order to allow Property Owner's contractor to re-establish clear alignments and material transitions, and the Parties hereby agree to coordinate the construction schedule for work impacting the Transition Area accordingly.

c. Emergency City Work. In the event that City Improvements present an imminent health or safety concern, City will endeavor to provide Property Owner with at least twenty-four (24) hours' notice of emergency City Work in the Maintenance Area and to coordinate the phasing of such emergency City Work and Property Owner surface repair work in accordance with Section 8(a) hereof.

9. PERMITS AND APPROVALS. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, Property Owner shall, at its sole cost and expense, obtain such permits and approvals. City agrees to reasonably cooperate with Property Owner as necessary for the construction and maintenance of all Improvements in Bayhill Circle, including expediting needed approvals, permits, and inspections and approving and/or executing any necessary applications, permits, and other documents.

10. TERM. This Agreement shall commence immediately upon the Effective Date and shall continue for the life of the Project, until and unless terminated by City.

11. INDEMNIFICATION. Property Owner shall indemnify, defend and hold City, its Council, boards, officers, commissions, agents and employees ("City Indemnified Parties") harmless from and against any and all third party liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including but not limited to for personal injury, including death, and property damage, including reasonable attorneys' fees, arbitration fees, or costs or court costs (individually, "Claim" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by Property Owner, or Property Owner's contractors, subcontractors, agents or employees, including, but not limited to, performance of the Maintenance Services or other Activities. Notwithstanding the foregoing, Property Owner shall not be obligated under this Agreement to indemnify, defend or hold harmless City or the City Indemnified Parties to the extent that any Claim is caused by the gross negligence or willful misconduct of City or City Indemnified Parties. The protections provided under this Section 11 shall apply to Claims that may arise from

City actions authorized by this Agreement, including but not limited to repair or other work pursuant to Section 6. The protections provided under this Section 11 shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Improvements. Furthermore, Property Owner's duty to indemnify City shall be limited to Claims relating to the Private Improvements or Bayhill Circle Improvements, or Activities by Property Owner relating thereto. Property Owner shall not be obligated under this Agreement to indemnify, defend or hold harmless City or the City Indemnified Parties for any Claim that relates to City Work or City Improvements in the Maintenance Area. This Section 11 includes any and all present and future Claims arising out of or in any way connected with Property Owner's or its contractors' or subcontractors' obligations to comply with any applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "Prevailing Wage Laws"), including but not limited to all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781. Property Owner's obligations under this Section 11 shall survive expiration or earlier termination of this Agreement.

12. INTENTIONALLY OMITTED.

13. ASSIGNMENT BY CITY. City shall have the right at its option to assign its rights and obligations under this Agreement to a municipal services district or other public agency without consent of Property Owner, however City shall notify Property Owner prior to such assignment.

14. AGREEMENT ATTACHES TO LAND AND BINDS PROPERTY OWNER'S SUCCESSORS AND ASSIGNS; RELEASE. This Agreement pertains to and runs with the Property for the life of the Project, and shall be recorded against the Property. This Agreement binds the assigns and successors-in-interest of Property Owner, including any transferee of a fee interest in any lot located within the Property. City and its successors and assigns, in the event of any breach of this Agreement, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Property Owner or its successors and assigns to enforce curing of such breach.

15. ASSIGNMENT BY PROPERTY OWNER. Prior to completion of initial construction of the Project, as evidenced by issuance of a certificate of occupancy by City, Property Owner may only assign this Agreement with prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Documentation of such assignment shall be in the form of an assignment and assumption agreement acceptable to City. Notwithstanding the foregoing, at any time prior to or following Project completion, Property Owner may assign its rights under this Agreement to any corporation, limited liability company, partnership or other entity which is directly or indirectly controlling of, controlled by, or under common control with Property Owner, and "control," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity ("Affiliated Party"). The Parties agree that a transfer to a qualified Affiliated Party does not require City's consent. The Parties acknowledge that the following are qualified as Affiliated Parties of Property Owner: (i) Alphabet, Inc., parent company of Google

LLC; (ii) any affiliate of Google LLC or Alphabet, Inc.; and (iii) any entities related to Google LLC or Alphabet, Inc. as a result of merger, acquisition, operation of law or by order of a court of competent jurisdiction.

16. RELEASE UPON TRANSFER OF PROPERTY. Upon transfer of title to the Property subject to this Agreement, the prior owner(s) shall be liable for the obligations under this Agreement only for and to the extent such obligations and liabilities under this Agreement arose during the period of such prior owner's ownership and shall be released from any and all obligations and liabilities that arose under this Agreement from and after the date of transfer. If the nature of the claim is such that it is not patently clear from the information available to City at the time of filing whether or to what extent the obligation or liability arose during any particular owner's ownership, City has the right to file claims against prior owners, and it shall be the obligation of such owner (or owners) to prove affirmatively that such claim did not arise during the term of ownership. In addition, this release is intended to relate only to the obligations and liabilities under this Agreement and is not intended to, in any way, act as a release of Property Owner from any other claims City may have against Property Owner on other grounds.

17. 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 the Property Owner: San Bruno Facilities
901 Cherry Avenue
San Bruno, CA 94066
Attn: SBO 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 the 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

18. MISCELLANEOUS.

a. Entire Agreement, Amendments. This Agreement contains the entire understanding and agreement of the Parties, except for those plans and agreements mentioned herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement.

b. Paragraph Headings. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning hereof.

c. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be the County of San Mateo.

d. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the Parties.

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of the Agreement by reference.

f. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

g. 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.

h. No Agency Relationship. Neither the Property Owner nor any of the Property Owner's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of the Property Owner's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, each party shall bear its own legal costs and attorneys' fees.

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

k. 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 BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

<p><u>OWNER</u> Google LLC a Delaware limited liability company</p> <p>By: _____ Name _____ Title _____</p> <p>[Signature must be notarized]</p>	<p><u>CITY</u> CITY OF SAN BRUNO, a municipal corporation</p> <p>By: _____ Jovan D. Grogan, City Manager</p> <p>[Signature must be notarized]</p> <p>ATTEST:</p> <p>By: _____ Vicky Hasha, Deputy City Clerk</p> <p>By: _____ Trisha Ortiz, Interim City Attorney</p>
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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 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

Improvement and Maintenance Area

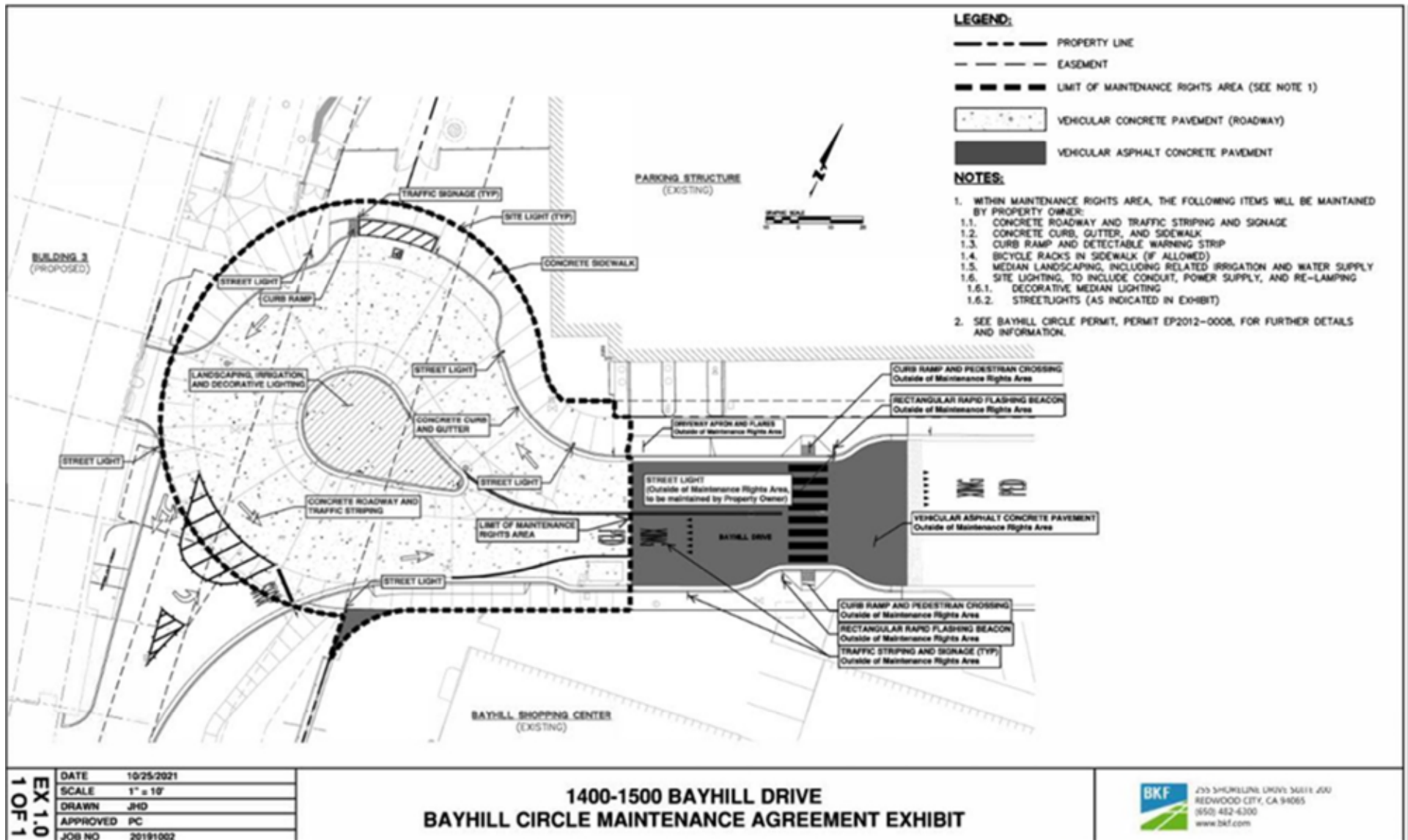


EXHIBIT C

Grant Deed and Access Agreement

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]

OWNER'S 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 place a plat thereon to said property, and we consent to the making of said map and subdivision as shown within the blue border lines, and hereby declare to public use by platting the same, Transfer Return, and the same as shown upon said map within said subdivision.

We also hereby declare 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 declare: We hereby agree to have these easements and easements appurtenant thereto permanently designated as "PUBLIC UTILITY EASEMENT" and "PUBLIC UTILITY EASEMENT" as shown on said map within said subdivision, such easements and parcels as have to be kept open and free from buildings and structures of any kind and to be reserved in their original condition by any public agency exercising said easements and parcels after notice of subdivision of subdivision.

Attest:

AETNA LIFE INSURANCE COMPANY, A Connecticut Corporation, Owner
By W. H. Lewis President
By W. H. Lewis Secretary

STATE OF CONNECTICUT } S.S.
COUNTY OF HARTFORD

On this 1st day of August in the year 1972, before me, Charles H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared W. H. Lewis, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of Hartford, State of Connecticut

LESLIE ENTERPRISES, A Limited Partnership, Owner
By Leslie Enterprises General Partner
By Leslie Enterprises Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Leslie Enterprises, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

G. W. WILLIAMS CO., A Corporation, Owner
By George W. Williams President
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, Charles H. Murphy, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
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 President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

LESLIE WILLIAMS ROSSIGNOL, Owner
By Leslie Williams Rossignol Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Leslie Williams Rossignol, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

KATHERINE WILLIAMS ROSSIGNOL, Owner
By Katherine Williams Rossignol Secretary

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Katherine Williams Rossignol, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

AMERICAN HOMES DEVELOPMENT CO., A Corporation, Owner
By George W. Williams President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

TITLE INSURANCE AND TRUST COMPANY, A California Corporation, Trustee
By George W. Williams President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

GEORGE W. WILLIAMS II, Owner
By George W. Williams II President

STATE OF CALIFORNIA } S.S.
COUNTY OF SAN MATEO

On this 1st day of August in the year 1972, before me, Charles H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared George W. Williams II, 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 at my office in the county and state aforesaid the day and year in this certificate first above written.

My Commission Expires 6/21/76
Notary Public in and for the County of San Mateo, State of California

Vol.
78Vol.
78

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 signs of a fire, 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

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

James F. Fether
Notary Public in and for
County of Cook, State of Illinois



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

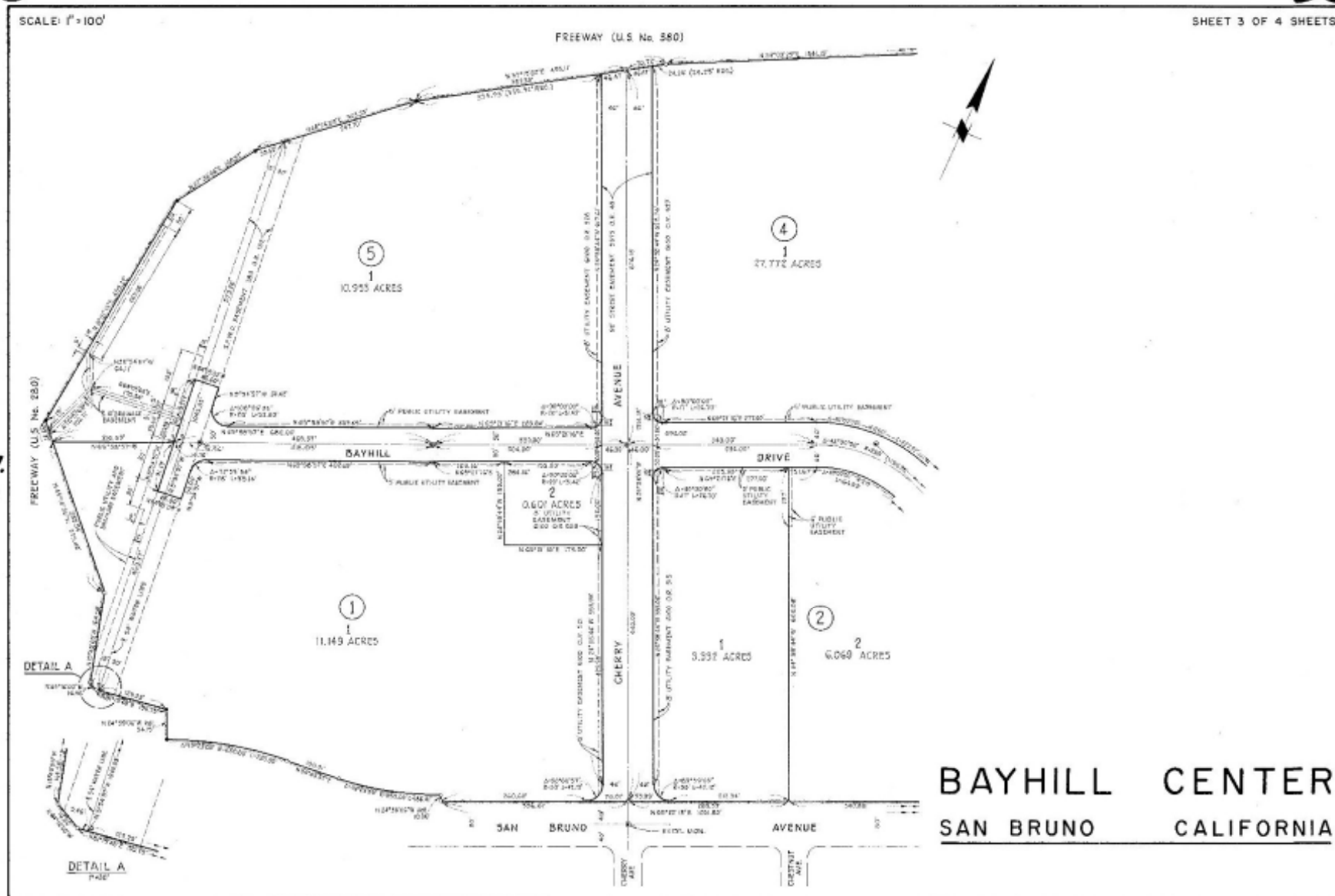
The bearing N24°38'44"W as shown for the centerline of Cherry Avenue on a Parcel Map recorded in Book 42 on pages 29 thru 30 of Parcel Maps, Records of San Mateo County, were used as the basis of Bearings for this map.

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

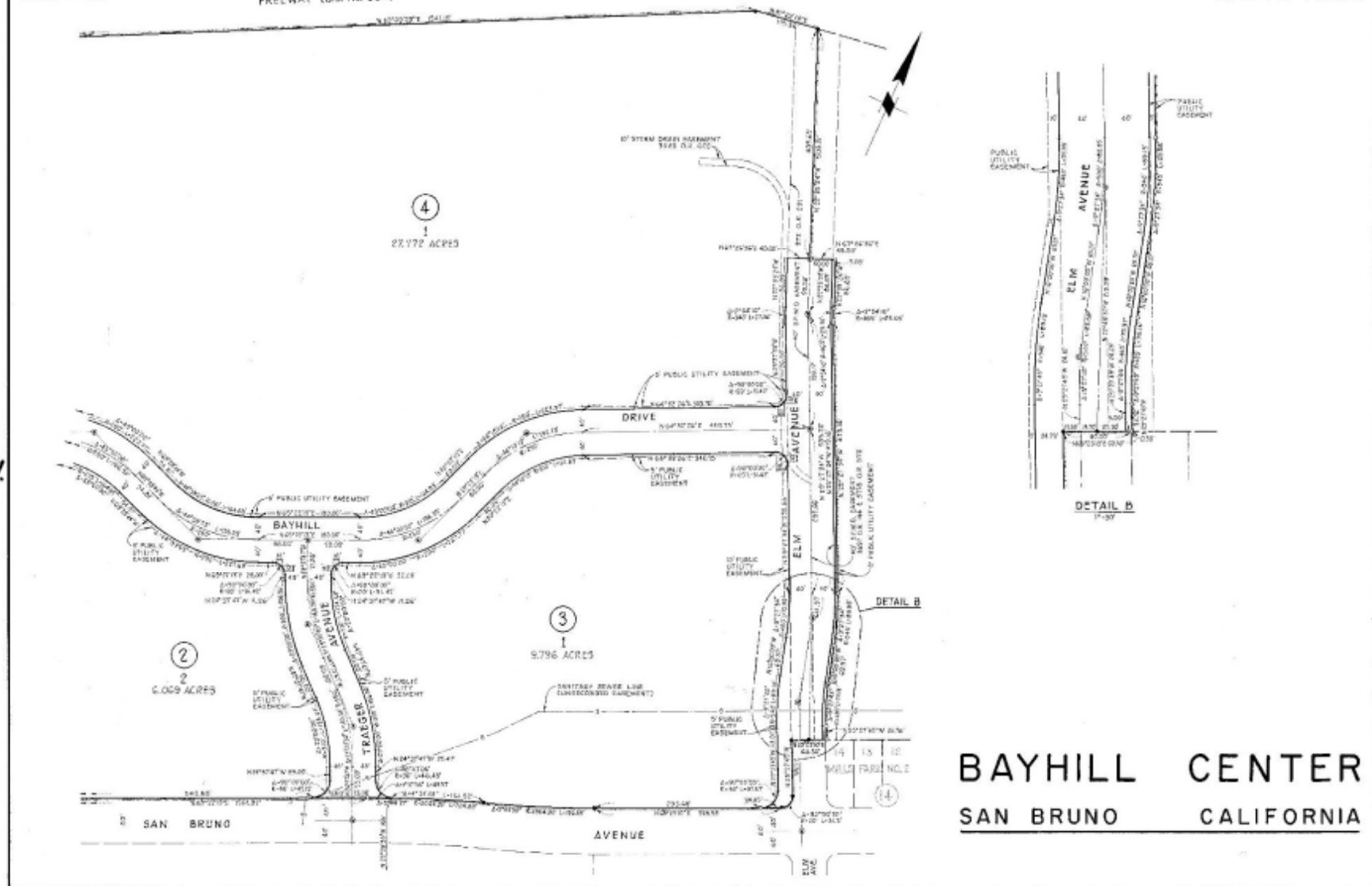
38

Vol.
78Vol.
78

SCALE: 1"=100'

FREEWAY (U.S. No. 360)

SHEET 4 OF 4 SHEETS

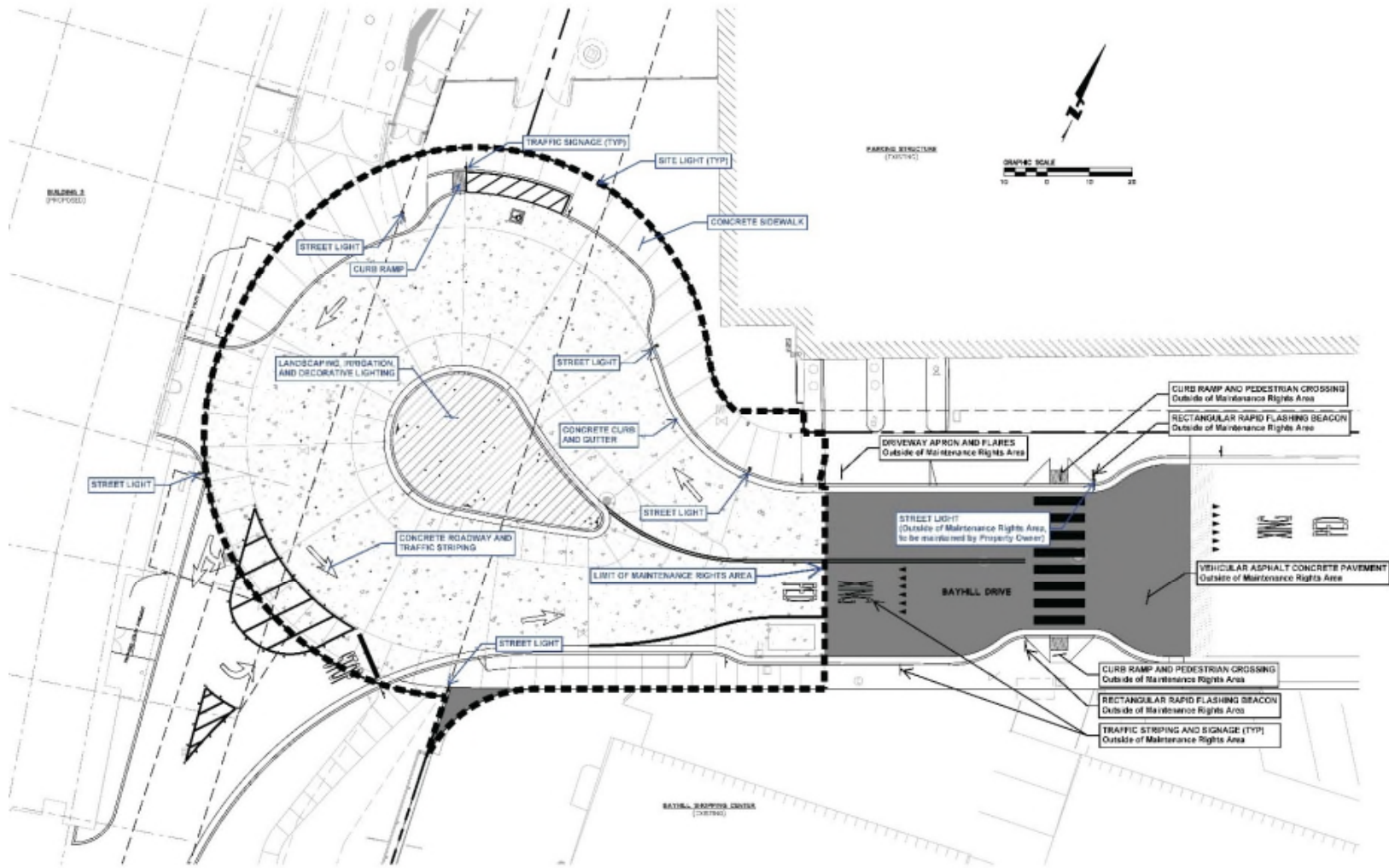
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BAYHILL CENTER
SAN BRUNO CALIFORNIA

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 SIDEWALK 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

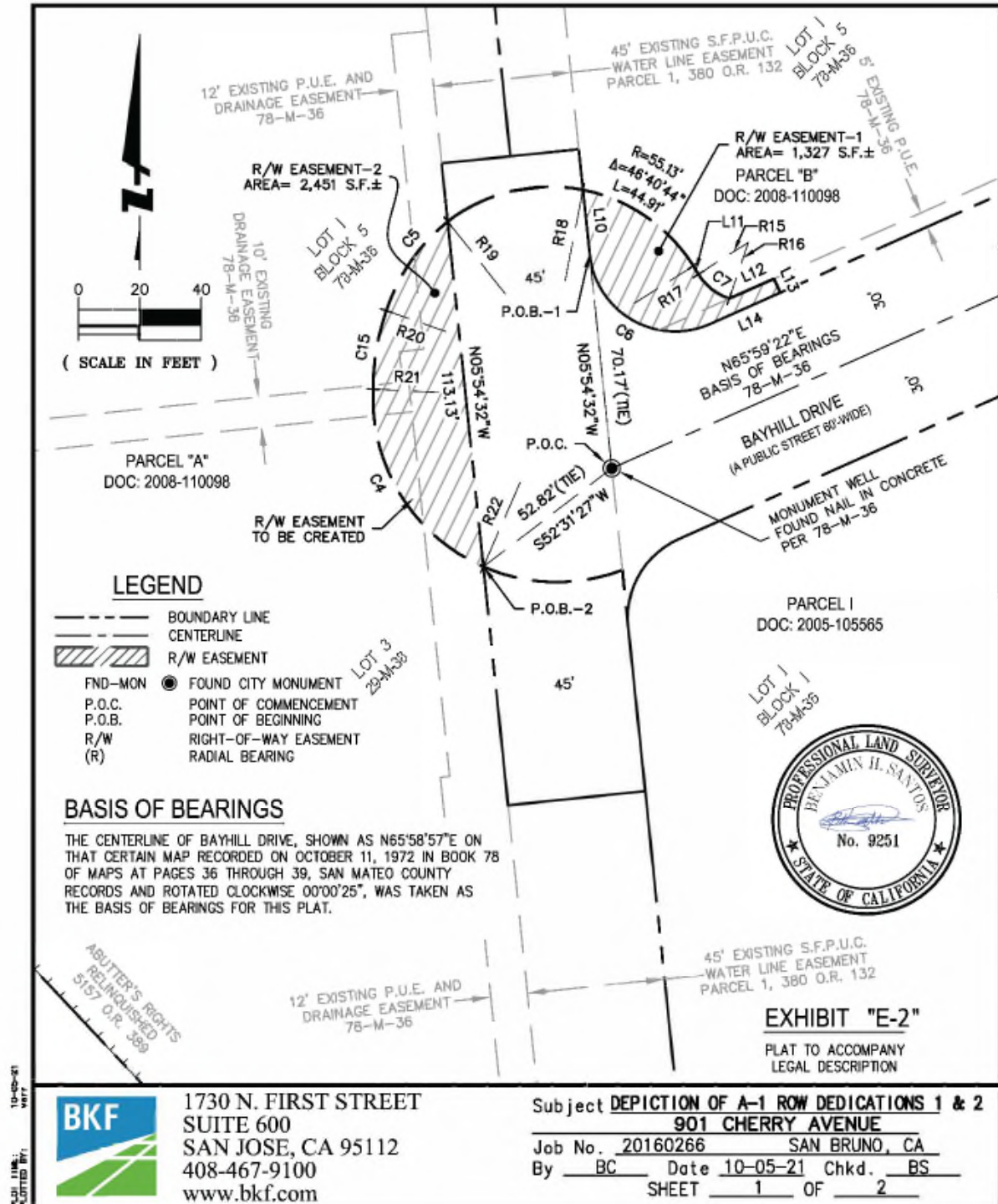
10/05/2021

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

NOT TO SCALE
FOR INFORMATION



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

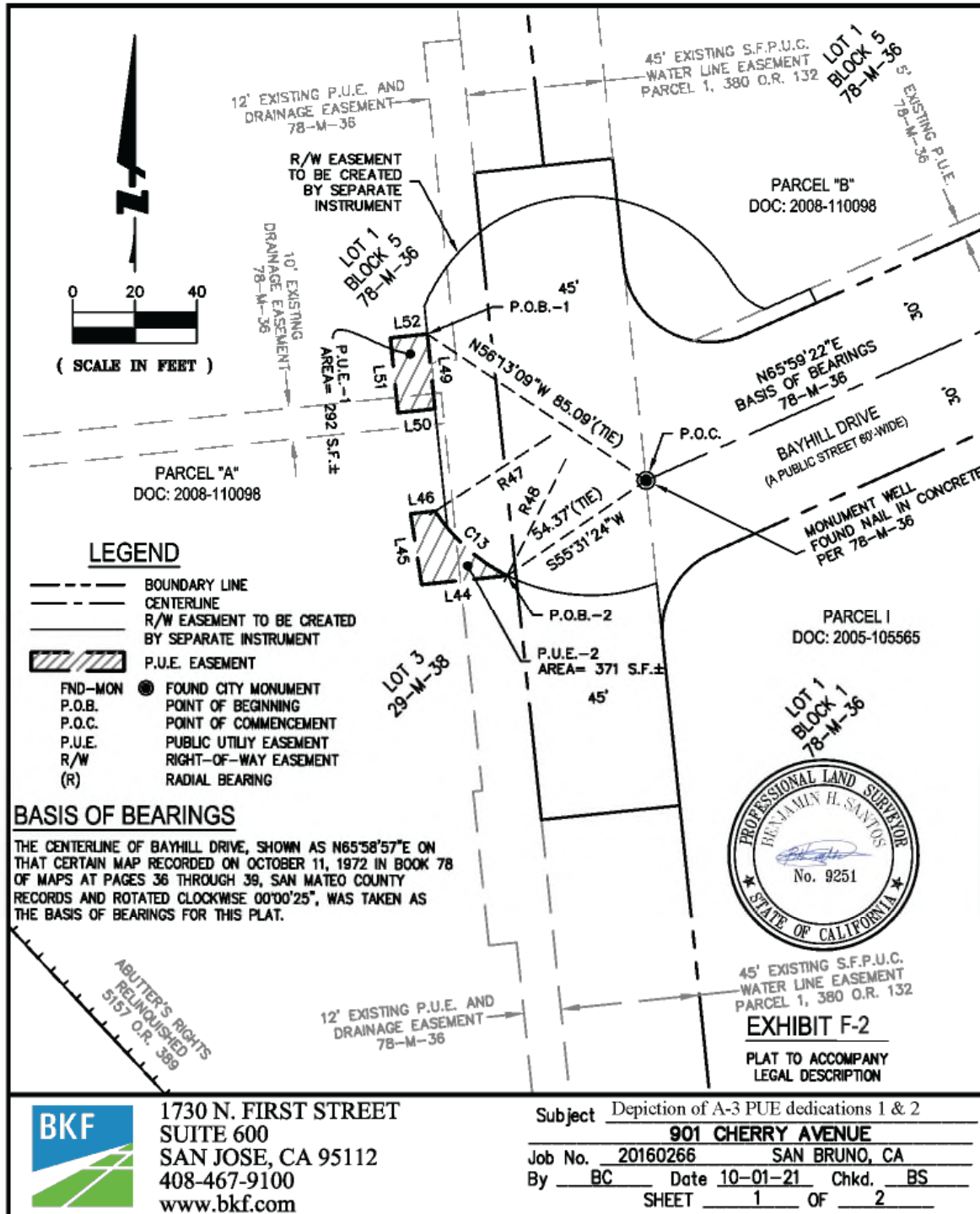
10/01/2021

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".

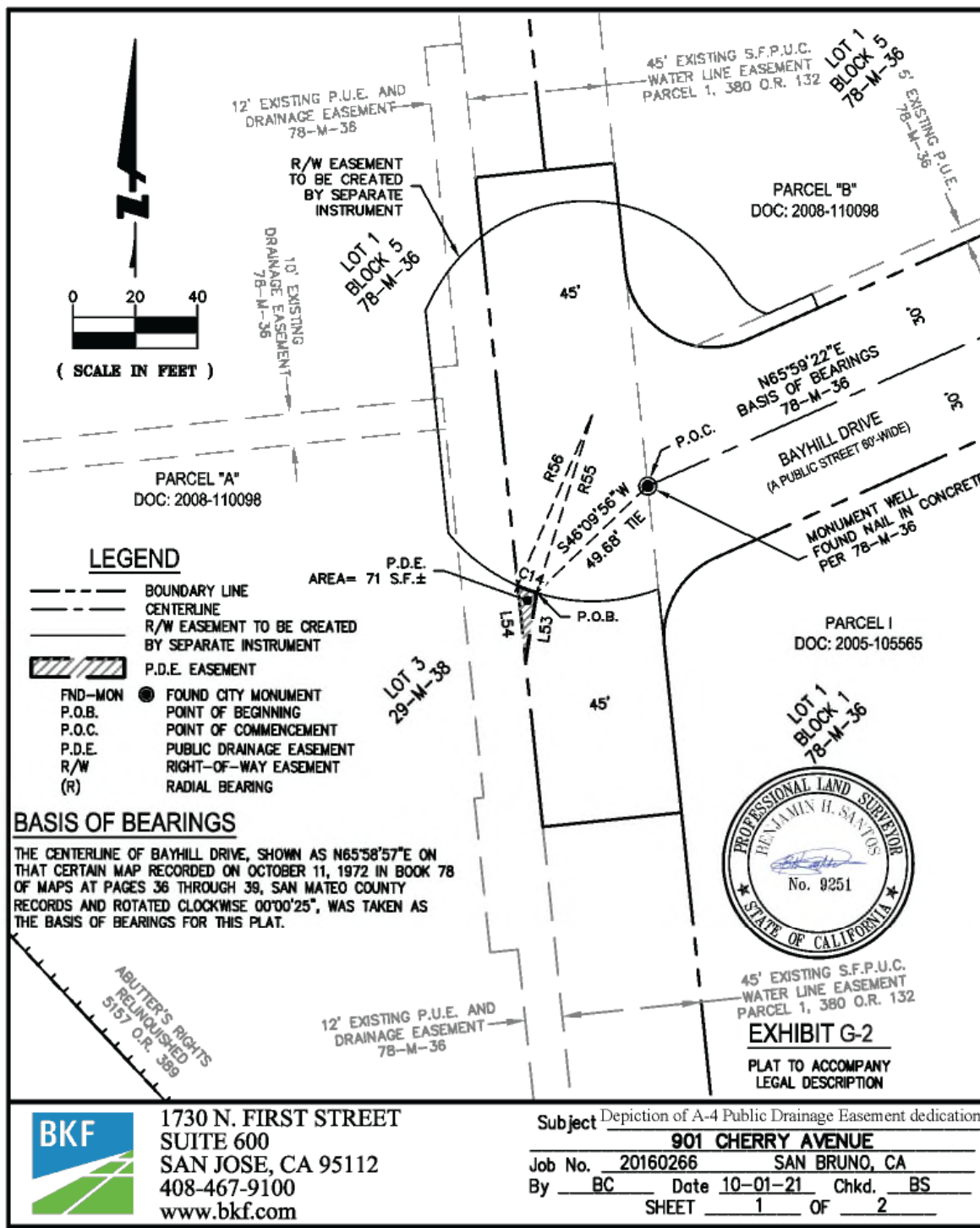
Benjamin H. Santos, P.L.S. No. 9251

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