

***Recording Requested by and
Please Return to:***

***City of San Bruno
567 El Camino Real
San Bruno, CA 94066
Attention: City Clerk***

***This Instrument Benefits City
Only.
No Fee Required. Gov. C. 27383***

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER MANAGEMENT FACILITIES OPERATION & MAINTENANCE
AGREEMENT**

1400-1500 Bayhill Drive, San Bruno, California

THIS STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is dated for identification as of the ____ day of _____, 2022, and is made by and between Google LLC, a Delaware limited liability company ("Property Owner"), and the City of San Bruno, a 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, and as more particularly described on **Exhibit A** attached hereto ("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 Property's address will be 1400--1500 Bayhill Drive.

B. City is authorized and required to regulate and control the disposition of storm and surface waters as set forth in Article 10, Chapters 10.04 to 10.18, inclusive, of the San Bruno Municipal Code ("City Code") as amended from time to time.

C. City owns and maintains (1) a 10--foot drainage easement dedicated to public agency use "for storm drain access and maintenance purposes" ("Drainage Easement"); and (2) a Public Utility Drainage Easement ("PUD Easement"), as dedicated by and shown on 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.

D. The Drainage Easement contains an existing onsite 18"--30" storm drain line which runs across the Property ("Existing Storm Drain Line") and conveys drainage from the adjacent, uphill property owned by Caltrans ("Caltrans Property") to the Bayhill Drive public right-of-way, as depicted on the site plan attached hereto and incorporated herein as **Exhibit B** ("Storm Drain Exhibit").

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

F. The City will quitclaim (1) the Drainage Easement, including the Existing Storm Drain Line and any other improvements located therein, and (2) unutilized portions of the PUD Easement, including the Northern PUD Easement and a portion of the Southern PUD Easement as shown on **Exhibit B**, to Property Owner for the Project pursuant to that certain Quitclaim Deed, a copy of which is attached hereto as **Exhibit C** and will be concurrently recorded with this Agreement. The actively utilized portions of the PUD Easement and all public improvements located therein will be retained by the City.

G. As depicted on **Exhibit B**, Property Owner desires to remove a portion of the Existing Storm Drain Line and replace it with two 24-inch storm drain lines: 1) a main pipeline and 2) a second overflow pipe provided for redundancy ("New Storm Drain Lines"), which will run parallel to each other along the ceiling of the first below grade parking level of the Building 3 parking garage and connect to the City's existing storm drain system. The New Storm Drain Lines will redirect the drainage from the uphill Caltrans Property, across the Property, to the Bayhill Drive public right-of-way as shown on **Exhibit B**.

H. Depending on field conditions resulting from the shoring construction for the Project, the remaining portion of the Existing Storm Drain Line that extends along the western edge of the Property will be retained or replaced in-kind as necessary to convey the drainage to a storm drain inlet on the New Storm Drain Lines ("Western Storm Drain Line").

I. Pursuant to this Agreement, Property Owner agrees to construct, operate, maintain and repair all pipelines and related improvements in the former Drainage Easement area including: (i) the New Storm Drain Lines, (ii) the Western Storm Drain Line, and (iii) all related storm drain facilities required to manage the flows collected and carried by these pipelines, as shown on the Storm Drain Exhibit (collectively, the "Storm Drain Facilities").

J. On or about October 23, 2020, Caltrans completed its review of the Project's drainage plans and calculations and approved the design reflected on the Storm Drain Exhibit as it pertains to the Caltrans Property.

K. City has approved the permit submissions related to the Storm Drain Facilities which include Building Permit submissions for the Project ("Approved Permits").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Covenants Running With the Land; Property Subject to Agreement. The provisions of this Agreement shall run with the land and shall be binding on and inure to the benefit of all parties having or acquiring any right, title, or interest in the Property, or any portion thereof, and each successor-in-interest of Property Owner thereof. Each and all of the limitations, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by City or any other authorized regulatory agency against Property Owner and its successors and assigns. All of the Property shall be subject to this Agreement.

2. Responsibility for Installation, Operation and Maintenance. At its sole expense, Property Owner, its successors, and assigns, shall construct, operate, and maintain the Storm Drain Facilities in accordance with this Agreement and the Approved Permits, including any amendments thereto approved in writing by the City. Property Owner's maintenance of the Storm Drain Facilities shall include monitoring, cleaning, repair, and replacement of the Storm Drain Facilities, as needed.

3. Interim Improvements. During construction of the Storm Drain Facilities, Property Owner will implement temporary stormwater management measures necessary to manage flow from the Caltrans Property, together with other flow across the Property during construction, as shown on the Storm Drain Exhibit and in accordance with the Storm Water Pollution Prevention Plan identified as BKF # 20191002-10 submitted and accepted by the State Water Board on or about July 10, 2020.

4. Storm Drain Facility Modifications. At its sole expense, Property Owner, its successors, and assigns, shall make such repairs, modifications, replacements, or improvements to the Storm Drain Facilities as may be determined to be reasonably necessary by Property Owner to ensure that the Storm Drain Facilities are properly maintained and continue to operate as originally designed and approved, and in compliance with all applicable laws. Property Owner shall obtain City approval for any substantial modifications, replacements or improvements to the Storm Drain Facilities as required by the City Code.

5. Storm Drain Facility Inspections by City. During normal business hours and with reasonable notice pursuant to Section 7 hereof, City, its agents, employees, and contractors, shall have the right of ingress and egress to the Property and the Storm Drain Facilities and the right to inspect the Storm Drain Facilities in order to ensure that they are being properly maintained and are continuing to adequately manage flow from the Caltrans Property to the Bayhill Drive public right-of-way.

6. Breach of Agreement. Should City believe that Property Owner is in breach of this Agreement for failure to operate and maintain the Storm Drain Facilities as required hereunder, or correct any defects in accordance with the Approved Permits, City shall provide written notice to

Property Owner pursuant to Section 7.1 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. Should Property Owner fail to cure the breach within the time periods specified above, City shall have the right, but not the duty, to enter the Property 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 therefore, 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 the Property Owner shall have twenty-four (24) hours from receipt of said written notice per Section 7.1 herein to rectify the problem (or such longer period of time as may reasonably be required, provided that the Property Owner shall commence to remedy such default within twenty-four 24 hours period and thereafter diligently prosecute such remedy to completion). For such urgent problems and for convenience purposes only, the City may also send the Property Owner e-mail notice per Section 7.2. In the event a Property Owner 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 incurred by City following tender of the written notice per Section 7.1, including outside consultants or counsel or City staff time, together with interest from the date the City provided invoices to Property Owner, 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. The City's remedies in connection with any alleged breach 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.

7. Notices.

7.1 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.

With a copy to: Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attention: Legal Department/Real Estate Matters

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

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

7.2 Any e-mail notice to the Property Owner authorized under this Agreement for convenience purposes only shall be to fm-sbo@google.com, provided that the City must promptly thereafter also provide formal notice to the Property Owner pursuant to the manner provided in Section 7.1. Property Owner may change its e-mail address(es) for notice by written notice given to the City at least five (5) calendar days before the effective date of such change in the manner provided in Section 7.1.

8. Indemnification. The Property Owner, its successors, and assigns, shall indemnify, defend and hold the City, its Council, boards, officers, commissions, agents and employees ("City Indemnified Parties") harmless from and against any and all 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 without limitation 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 the Property Owner, or the Property Owner's contractors, subcontractors, agents or employees.. Notwithstanding the foregoing, the Property Owner shall not be obligated under this Agreement to indemnify, defend or hold harmless the City or the City Indemnified Parties to the extent that any Claim is caused by the gross negligence or willful misconduct of the City or City Indemnified Parties. The protections provided under this Section 8 shall apply to Claims that may arise from City actions on the Property as authorized by this Agreement, including but not limited to inspections pursuant to Section 5 and repair or other work pursuant to Section 6. The protections provided under this Section 8 shall apply regardless of whether or not the City has prepared, supplied or approved plans and/or specifications for the Storm Drain Facilities and regardless of whether any insurance is applicable to any Claims. This Section 8 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”, 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 8 shall survive expiration or earlier termination of this Agreement.

9. Applicable Laws and Attorneys' Fees. This Agreement shall be construed and enforced pursuant to the laws of the State of California. 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.

10. Further Documents. The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this Agreement.

11. Severability. In the event any part or provision of this Agreement shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this Agreement that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.

12. 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.

13. Amendment. This Agreement may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in San Mateo County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.

14. Release. In the event City determines in its sole discretion that the Storm Drain Facilities are no longer required, then at the written request of Property Owner, its successors, and/or assigns, City shall execute a release of this Agreement, which Property Owner, its successors, and/or assigns, shall record in the Office of the San Mateo County Recorder at its/their expense.

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

16. 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.

[Signatures to follow on next page]

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

PROPERTY OWNER

GOOGLE LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

[Signature must be notarized]

CITY

CITY OF SAN BRUNO,
a municipal corporation

Jovan D. Grogan, City Manager

[Signature must be notarized]

APPROVED AS TO FORM:

Trisha Ortiz, Interim City Attorney

ATTEST:

Vicky Hasha, Deputy City Clerk

NOTARY 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)

NOTARY 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;

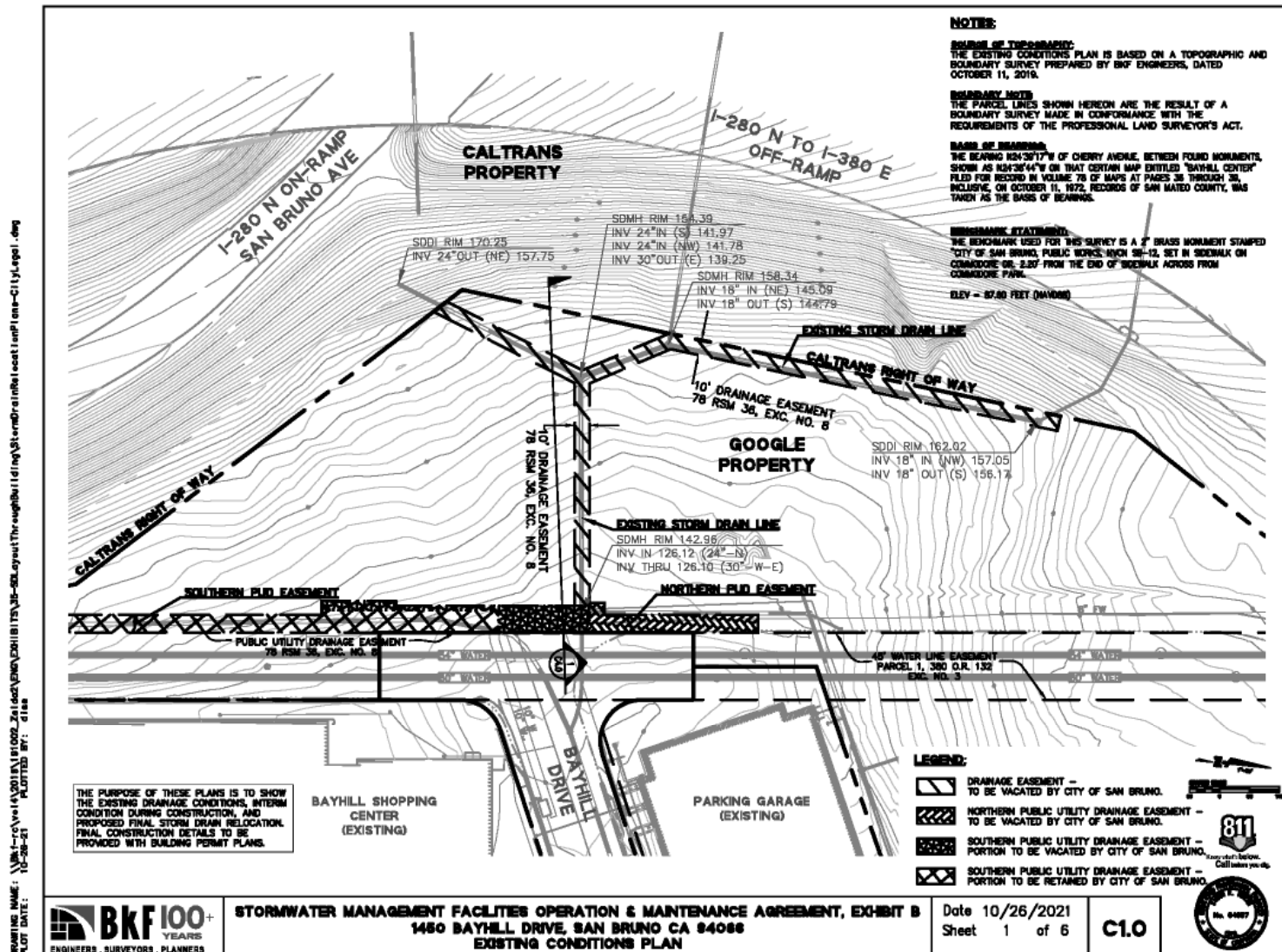
THENCE LEAVING SAID EXTERIOR LINE NORTH 05° 54' 57" WEST, 82.14 FEET; THENCE NORTH 65° 21' 16" EAST, 398.19 FEET; THENCE NORTH 24° 38' 44" WEST, 438.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BLOCK 5; THENCE ALONG SAID NORTHERLY LINE, NORTH 57° 13' 02" EAST, 288.07 FEET TO THE POINT OF BEGINNING.

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

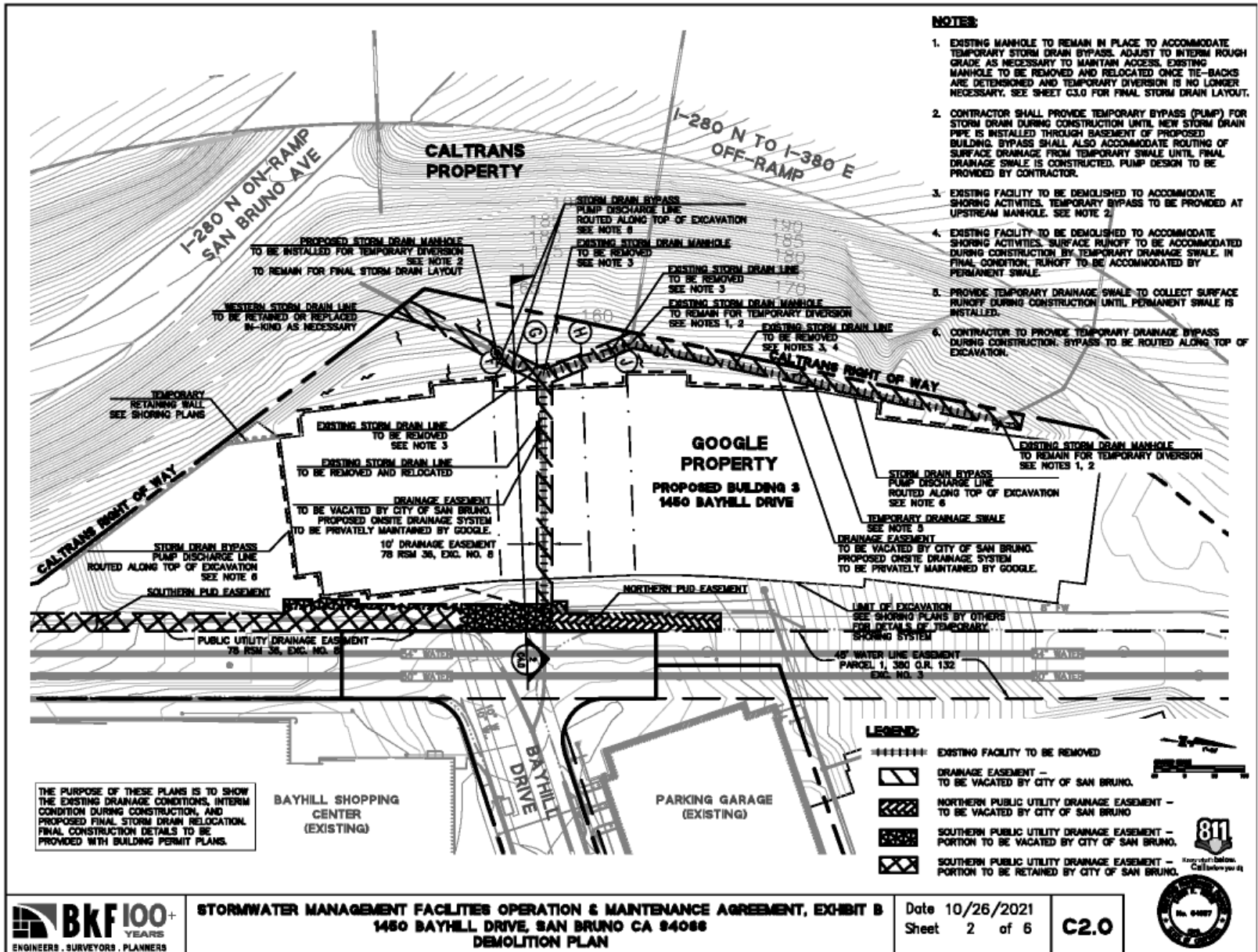
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EXHIBIT "B"

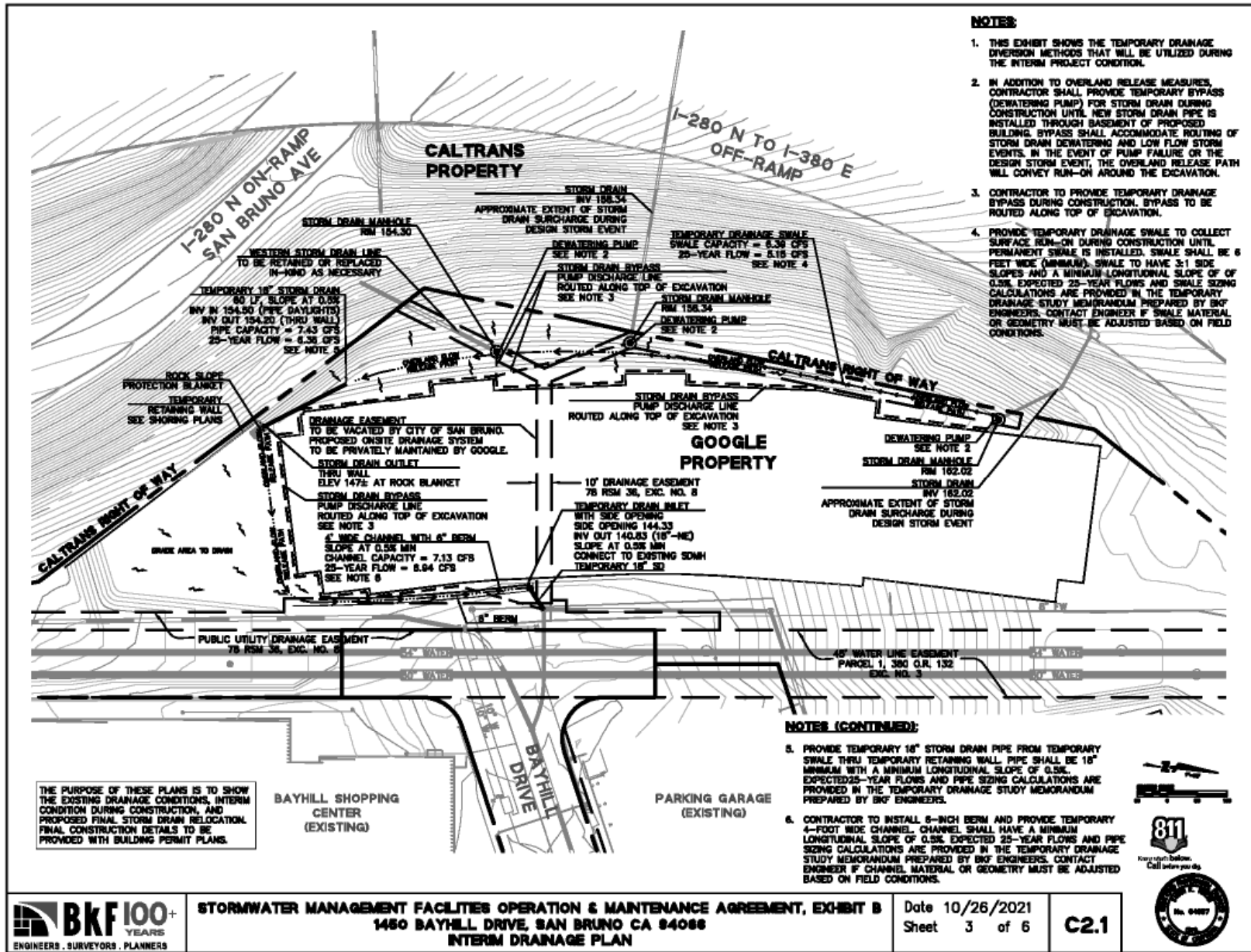
STORM DRAIN EXHIBIT



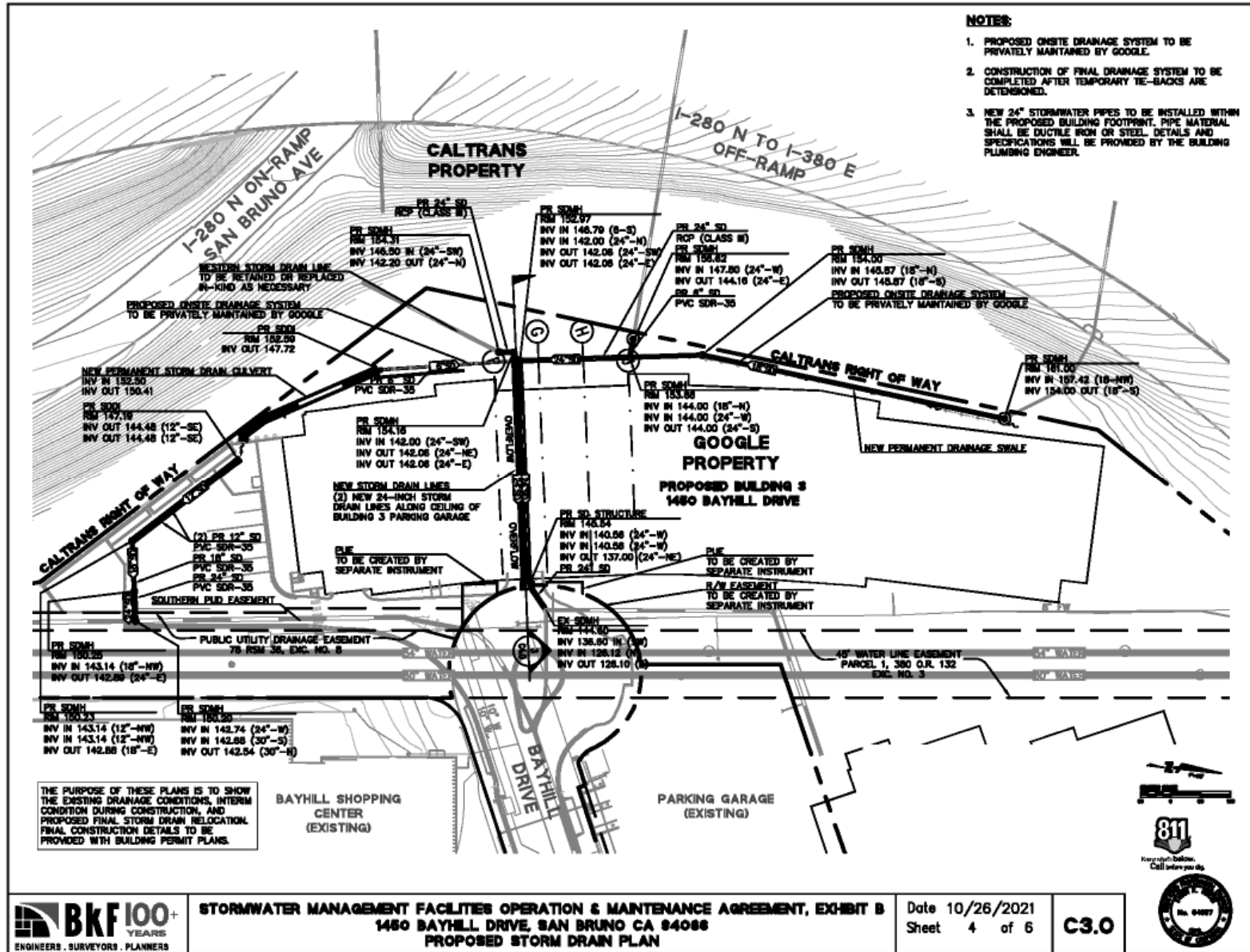
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 PLOT BY: dlee



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 PLotted BY: dlm

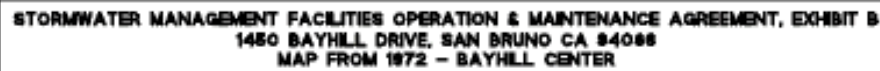
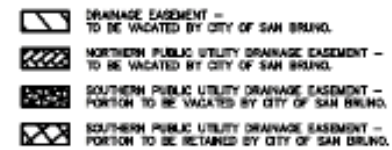



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LOG DATE: 10-26-21
REMITTED BY: glax

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THIS EXHIBIT IS A MARKUP OF AN EXCERPT FROM THE 1972 MAP TITLED "BAYHILL CENTER", RECORDED ON PAGES 38-39, VOLUME 78 OF SAN MATEO COUNTY RECORDS. REFER TO ORIGINAL DOCUMENT FOR FULL DETAIL.



C5.0

EXHIBIT "C"

QUITCLAIM DEED - PUBLIC SERVICE EASEMENTS

[ATTACHED]

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.

QUITCLAIM DEED – PUBLIC SERVICE EASEMENTS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF SAN BRUNO, a general law city and municipal corporation ("Grantor"), does hereby forever terminate, release and quitclaim to GOOGLE LLC, a Delaware limited liability company ("Grantee"), all right, title and interest in the following public service easements which traverse the real property described on Exhibit A: (i) those portions of the Public Utility Drainage Easement described on Exhibit B and depicted on Exhibit C, attached hereto and made a part hereof ("PUD Easement"); and (ii) that certain 10-foot drainage easement dedicated to public agency use "for storm drain access and maintenance purposes" pursuant to, and described and depicted on, the Parcel Map attached hereto as Exhibit D and entitled "Bayhill Center" filed October 11, 1972 in Book 78 of Maps, Pages 36 through 39, inclusive, in the official records of the Office of the County Recorder of San Mateo County ("Drainage Easement"), (together, the "Easements") including without limitation any and all other rights of ingress and egress in, on, over, and across the subject property, as may have been granted to Grantor pursuant to the above-described Parcel Map in connection with the Easements.

GRANTOR:

CITY OF SAN BRUNO

By: _____
Name: _____
Title: _____

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

LEGAL DESCRIPTION OF PUD EASEMENT VACATION



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

EXHIBIT B **Legal Description**

Public Utility and Drainage ("PUD") Easement to be vacated by City

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;

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 line being coincident with the easterly line of a Public Utility and Drainage Easement as shown in Book 78 of Maps at Pages 36 through 39, recorded on October 11, 1972, San Mateo County Records, said point being the **TRUE POINT OF BEGINNING**;

Thence, northerly along the easterly line of said easement, N05°54'32"W, 175.68 feet;

Thence, continuing along said easement line, the following nine (9) courses and distances:

- 1) S84°05'28"W, 12.00 feet
- 2) S05°54'32"E, 103.00 feet
- 3) S84°05'28"W, 8.00 feet
- 4) S05°54'32"E, 10.00 feet
- 5) N84°05'28"E, 2.00 feet
- 6) S05°54'32"E, 129.60 feet
- 7) S84°05'28"W, 3.00 feet
- 8) S05°54'32"E, 50.00 feet
- 9) N84°05'28"E, 6.00 feet

Thence, leaving said easement line, the following two (2) courses and distances:

- 1) N05°54'32"W, 118.57 feet
- 2) N84°05'28"E, 12.25 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 03°03'38", with a radius of 60.00 feet, the center of which curve bears N26°37'44"E, an arc distance of 3.21 feet to the **POINT OF BEGINNING**.

Containing an area of 3,043 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 and Drainage Easement to be vacated by City as shown on plat entitled "EXHIBIT C" 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



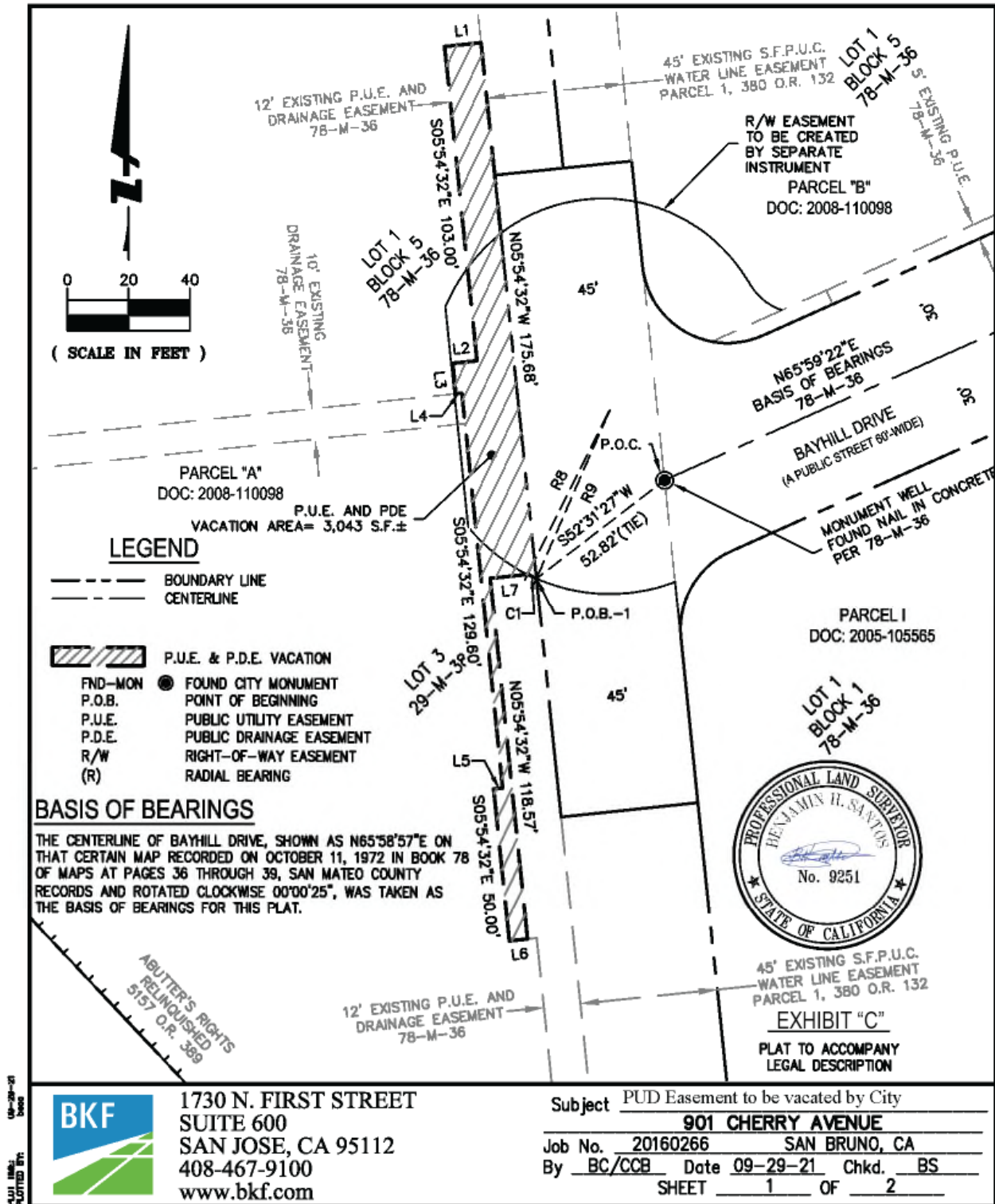
Benjamin H. Santos, P.L.S. No. 9251

10-01-2021
Date



EXHIBIT C

DEPICTION OF PUD EASEMENT VACATION



09-29-21
PLATTED BY



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

Subject PUD Easement to be vacated by City
901 CHERRY AVENUE
Job No. 20160266 SAN BRUNO, CA
By BC/CCB Date 09-29-21 Chkd. BS
SHEET 1 OF 2

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	S84°05'28"W	12.00'
L2	S84°05'28"W	8.00'
L3	S05°54'32"E	10.00'
L4	N84°05'28"E	2.00'
L5	S84°05'28"W	3.00'
L6	N84°05'28"E	6.00'
L7	N84°05'28"E	12.25'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	60.00'	3°03'38"	3.21'

RADIAL LINE TABLE	
NO.	DIRECTION
R8	N26°37'44"E
R9	N23°34'05"E

EXHIBIT "C"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION



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

Subject PUD Easement to be vacated by City
901 CHERRY AVENUE
 Job No. 20160266 SAN BRUNO, CA
 By BC/CCB Date 09-29-21 Chkd. BS
 SHEET 2 OF 2

EXHIBIT D

1972 PARCEL MAP

36

36

SHEET 1 OF 4 SHEETS

OWNERS' CERTIFICATE

We hereby certify that we are the owners of, or have some right, title or interest in and to the tract property included within the subdivision shown on this map, and that we are the only persons whose consent is necessary to pass a plat title 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 Bayhill Drive, Traylor Avenue, and Elm Avenue as shown upon said map within said subdivision.

We also hereby dedicate to public use the easements for public utilities and access under, on, or over, those certain parcels of land designated as "Public Utility Easement", and we further hereby declare to public use for street front access and easements purposes those easements designated as "Access Easement" and "Public Utility and Drainage Easement" as shown on said map within said subdivision, such easements and parcels of land to be kept open and free from buildings and structures of any kind and to be restored to their original condition by any public agency entering said easements and parcels after initial installation of utilities.

As Owners

AETNA LIFE INSURANCE COMPANY, A Connecticut Corporation, Owner
By W. F. Foss
Vice President Secretary

STATE OF CONNECTICUT } S.S.
COUNTY OF HARTFORD

On this 15th day of August, in the year 1972, before me, Edward A. Bédard, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared W. F. Foss and W. F. Foss, known to me to be the same persons, and W. F. Foss, known to me to be the same person, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

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

W. F. Foss
My Commission Expires May 31, 1976
Notary Public in and for the County of Hartford, State of Connecticut

LEARN ENTERPRISES, A California Partnership, Owner
By William E. Rosen
Secretary

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

On this 15th day of August, in the year 1972, before me, Philip H. Murphy, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared William E. Rosen and William E. Rosen, known to me to be the same persons, and William E. Rosen, known to me to be the same person, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the partnership therein named, and they acknowledged to me that such partnership executed the same pursuant to its partnership agreement or a resolution of its partners.

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.

Philip H. Murphy
My Commission Expires May 31, 1976
Notary Public in and for the County of San Mateo, State of California

E. W. WILLIAMS CO., A Corporation, Owner
By George W. Williams
President Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared George W. Williams and George W. Williams, known to me to be the same persons, and George W. Williams, known to me to be the same person, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

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

Marion L. Glavin
My Commission Expires June 1, 1976
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 Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, 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 the day and year in this certificate first above written.

Marion L. Glavin
My Commission Expires June 1, 1976
Notary Public in and for the County of San Mateo, State of California

LOIS WILLIAMS ROSSERSON, Owner
By Lois Williams Rosserson
Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Lois Williams Rosserson, known to me to be the person whose name is subscribed to the within map and acknowledged to me that she executed the same.

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

Marion L. Glavin
My Commission Expires June 1, 1976
Notary Public in and for the County of San Mateo, State of California

KATHERINE WILLIAMS ROSSERSON, Owner
By Katherine Williams Rosserson
Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared Katherine Williams Rosserson, known to me to be the person whose name is subscribed to the within map and acknowledged to me that she executed the same.

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

Marion L. Glavin
My Commission Expires June 1, 1976
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 Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, 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 same persons, and George W. Williams, known to me to be the same person, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

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

Marion L. Glavin
My Commission Expires June 1, 1976
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
Vice President Secretary

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared George W. Williams and George W. Williams, known to me to be the same persons, and George W. Williams, known to me to be the same person, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

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

Marion L. Glavin
My Commission Expires June 1, 1976
Notary Public in and for the County of San Mateo, State of California

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

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

On this 15th day of August, in the year 1972, before me, Marion L. Glavin, 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 the day and year in this certificate first above written.

Marion L. Glavin
My Commission Expires June 1, 1976
Notary Public in and for the County of San Mateo, State of California

38

38

SCALE: 1" = 100'

SHEET 3 OF 4 SHEETS

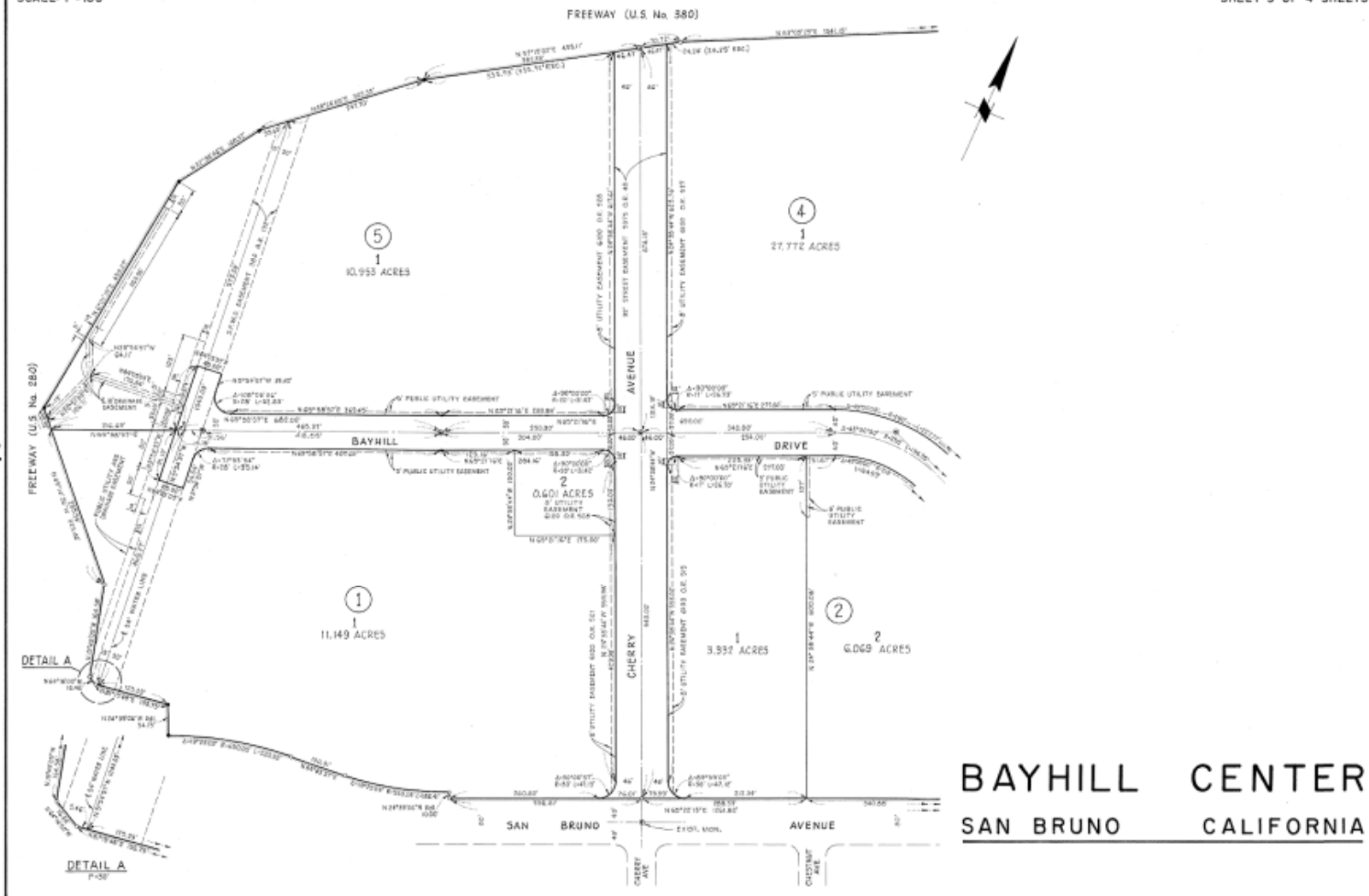
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78

EXHIBIT D

-3-

39

39

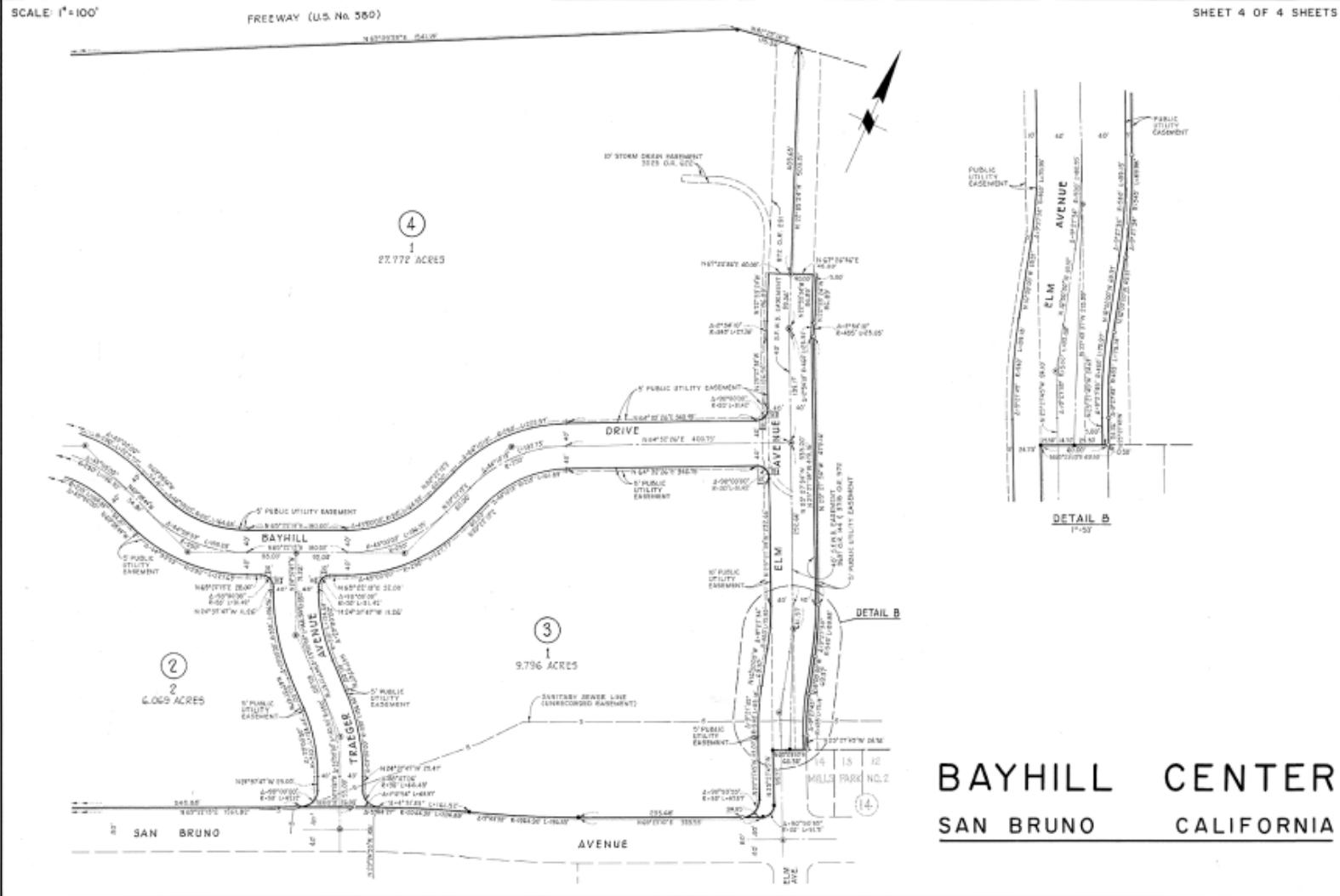


EXHIBIT D

-4-