RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of San Mateo, a political subdivision of the State of California ("Grantor"), hereby grants to the CITY OF SAN BRUNO, a California municipal corporation ("Grantee"), an easement for a stormwater runoff discharge culvert (the "Easement") in, on, over, under, upon, along, and/or across certain portions of Grantor's real property located in the County of San Mateo, State of California, more particularly described on the attached <u>Exhibit A</u> and depicted on the attached <u>Exhibit B</u> (the "Easement Area").

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with Grantee's Facilities (as defined in Section 2 [Nature of Easement]) or the SFPUC facilities in the existing SFPUC Easement (as defined in Section 4 [Subject to Superior and Prior and Existing]), except as provided by this Easement.

1. <u>History of Culvert</u>. The City and County of San Francisco ("CCSF"), by and through its Public Utilities Commission ("SFPUC"), owns and operates a regional water system, which includes certain pipelines located in CCSF's right-of-way that is situated in part within an easement (the "CCSF Easement") that spans certain lands owned and operated by the County as a public park, known as Junipero Serra Park located at 1801 Crystal Springs Road, in San Bruno, California ("Junipero

Serra Park"). In or around July 2020, while SFPUC was conducting a project to replace four segments of its pipelines in the City of San Bruno ("SFPUC Project"), including a segment within the CCSF Easement area, the SFPUC discovered a leaking stormwater pipe ("Pipe") and erosion within the CCSF Easement area and along the Pipe to El Zanjon Creek, also located in Juipero Serra Park. The Pipe was located on property owned by the County, and discharged stormwater which drains from one or more catch basin(s) that is/are owned by San Bruno and located within San Bruno's right of way west of Crystal Springs Road. To facilitate construction, the SFPUC Project removed the Pipe and replaced it with a section of new culvert ("Culvert") from the upstream inlet on Crystal Springs Road to a point on the slope above El Zanjon Creek. To protect the slope and the Existing Pipelines: (1) the Culvert needed to be extended to El Zanjon Creek ("Culvert Extension") and (2) the hillside needed to be restored. The Culvert and the Culvert Extension are referred to herein collectively as the "Culvert."

- 2. **Nature of Easement**. This Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing, maintaining, repairing, operating, inspecting, and using the Culvert connected to San Bruno's catch basins (adjacent to Crystal Springs Road), with all necessary connections, fastenings, foundation sites, and other appliances and fixtures (collectively, "Grantee's Facilities") in, under, above the surface of, and across the Easement Area. The Easement includes the right to discharge stormwater runoff into, and only into, the area designated on Exhibit B. Grantee shall not undertake any project(s) that have the effect of causing greater amounts of stormwater runoff to enter the Culvert and/or discharge onto Grantor's property. Notwithstanding the foregoing, Grantee's "rights" to discharge stormwater shall be subject to any and all laws, rules, and regulations governing the discharge of stormwater runoff. The Easement includes the right of ingress and egress to the Easement Area across adjacent lands of Grantor, from Crystal Springs Road, and from within Junipero Serra Park along Oak Cove Trail, to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "Agents").
- **3.** <u>Maintenance</u>. Upon San Bruno's acceptance of the Culvert, San Bruno shall maintain <u>Grantee's Facilities</u> and the easement area (to the extent of San Bruno's use thereof) in a safe, functional, and attractive condition and in compliance with all applicable governmental requirements, except for soil buttressing and lateral

and subjacent support of the culvert to address erosion not caused by the Culvert, which responsibility shall belong to Grantor. Without limiting the generality of the preceding, Grantee's Facilities shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to storm water drainage in the area where Grantee's Facilities are located to the end that all such Grantee's Facilities will be qualified to be accepted by any such storm water district, if otherwise appropriate. All costs of maintenance and similar activities shall be borne solely by San Bruno.

- 4. Easement Granted "As-Is". Grantee acknowledges and agrees that the Easement, including specifically all improvements, facilities, and fixtures contained therein, is conveyed to and accepted by Grantee in its present condition, "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," and that Grantee accepts the Easement subject to all patent and/or latent physical conditions, whether or not known or discovered. Grantee, its heirs, successors and/or assigns, agree to defend, indemnify, protect and hold harmless Grantor, its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description arising out of or in any way connected with the Easement, except as a result of Grantor's inadvertence, gross negligence, intentional or willful misconduct, or bad faith.
- 5. <u>Environmental Conditions</u>. Grantee acknowledges and agrees that it is not aware of any preexisting environmental conditions that warrant remediation arising out of or in any way connected with the Easement, and notwithstanding Grantee's acceptance of the Easement pursuant to Section 3, Grantee's acceptance is subject to any and all preexisting environmental conditions thereto, whether known or unknown.
- 6. Subject to Superior and Prior and Existing Rights. The rights granted by this Deed are expressly subordinate to Grantor's rights to use the existing creek channel ("Channel"), and existing hillslope ("Hillslope") for the purposes of flood protection, stormwater discharge, environmental and recreational enhancements, and for all other related purposes, including, without limitation, and at Grantor's sole and absolute discretion, the right to construct, reconstruct, install, operate, maintain, restore and repair the Channel or Hillslope. Grantee acknowledges and agrees that Grantor's use of the Channel and Hillslope is a public use within the meaning of California Civil Procedure Code section 1240.620, and that Grantor is entitled to continue the public use to which the property is appropriated to the extent that the continuance of such use will not unreasonably interfere with or impair any more necessary public use proposed by Grantee. Grantor also reserves the right to use the subsurface of Grantor's real property for the

installation, operation, maintenance, repair, or replacement of utilities, including pipes, cables, or other infrastructure typically required for the above-stated purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not require Grantee to relocate, modify or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement. Grantor also reserves the right to plant and maintain trees or other vegetation. The rights granted by this Deed also are subject to any prior and existing recorded property rights of third parties, including, but not limited to, the rights of way, easement and facilities therein owned by the City and County of San Francisco, a municipal corporation, acting by and through its Public Utilities Commission (SFPUC), hereinafter referred to as "SFPUC", as successor in interest to the rights of way and easement granted by that certain Indenture dated March 23, 1928, and recorded at Pages 132 to 136 of Book 138 of Official Records of the County of San Mateo, which easement is more particularly described on the attached Exhibit C (hereinafter the "SFPUC Easement"). Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants will not require Grantee to relocate or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities, except as provided by this Easement.

7. Notice and Approval of Grantor's Work in Easement Area. Grantor or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantor in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: (i) Grantor will provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Section 13 [Notices] below, to provide Grantee an opportunity to review and comment on the proposed excavation or improvements; (ii) Grantor will either obtain Grantee's written approval of the plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed, or relocate Grantee's Facilities as set forth in Paragraph 4; and (iii) such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantee's Facilities within the Easement Area, except as provided by this Easement. Grantor shall not be responsible for providing notice to Grantee of any work performed by SFPUC within the SFPUC Easement.

- Notice and Approval of Grantee's Work in Easement Area. If 8. Grantee or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantee in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: (i) Grantee will coordinate all construction logistics with Grantor, including by providing, or causing to be provided, to Grantor and SFPUC such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantor and SFPUC, at the address for Grantor and SFPUC set forth in Section 13 [Notices] below, to provide Grantor and SFPUC an opportunity to review and comment on the proposed excavation or improvements, and to provide approval of said construction logistics (including, without limitation, any park areas which Grantee proposes to occupy while conducting the proposed excavation or improvements); (ii) Grantee will either obtain Grantor's and SFPUC's written approval of the construction logistics, plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed; (iii) such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantor's Facilities, within the Easement Area, or existing Easement Area facilities and infrastructure belonging to third parties of prior record, including, but not limited to, facilities owned and operated by SFPUC; and (iv) such excavation, installation or placement activities shall occur only during park operating hours, and such activities by Grantee may not interfere with or occupy park reservation areas or parking lots without Grantor's express approval thereof. In addition, at the completion of any excavation, installation or placement activities, Grantee shall restore the project area to prior existing condition, including by removing all debris and construction material from the park. Notwithstanding the above, if emergency work is needed as determined by Grantee, Grantee may perform such work and shall provide Grantor and SFPUC with notice within twenty-four (24) hours of completion of such work.
- 9. <u>Indemnification</u>. Grantee will indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.
- 10. <u>Notification</u>. Grantor and Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform, any excavation, installation or placement work on or about the Easement Area without giving at least thirty (30) days' written notice to the other party in the manner

required by <u>Section 13 [Notices]</u> of this Deed (except in emergencies, where each will give written notice within twenty-four (24) hours).

- 11. <u>No Dumping or Hazardous Materials</u>. Neither Grantor nor Grantee will cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to health or safety or to the environment.
- 12. Run with the Land. The provisions, covenants, conditions, and restrictions provided in this Deed will be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and will burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed will include Grantor's agents and all successor owners of all or any part of the Easement Area.
- 13. Notices. Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

To GRANTOR: County of San Mateo

Parks Department

455 County Center, 4th Floor Redwood City, California 94063

(650) 363-4020

ATTN: Director of Parks

To GRANTEE: City of San Bruno

567 El Camino Real

San Bruno, California 94066

(650) 616-7056

ATTN: City Manager

Trisha Ortiz With a copy to:

City Attorney

567 El Camino Real

San Bruno, California 94066

(650) 616-7057

Email: cityattorney@sanbruno.ca.gov

To SFPUC: San Francisco Public Utilities Commission

525 Golden Gate Ave, 10th Floor San Francisco, CA 94102

ATTN: Director of Real Estate Services

(415) 487-5213 res@sfwater.org

Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other will be for convenience of communication only; neither party may give official or binding notice orally or by email or facsimile. The effective time of a notice will not be affected by the receipt, prior to receipt of the original, of an oral notice or an email or telefacsimile copy of the notice.

Abandonment of Easement. Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement. If Grantee abandons all or part of the Easement, Grantee shall remove at Grantee's sole cost and expense Grantee's Facilities within the Easement Area and shall restore the Easement in accordance with Grantor's reasonable specifications.

15. Miscellaneous.

Entire Agreement. This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

- **(b)** Partial Invalidity. If any term or provision of this Deed, or the application thereof, to any person or circumstance will be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Deed will be valid and enforced to the fullest extent permitted by law.
- (c) <u>Waivers</u>. No waiver of any breach of any covenant or provision of this Deed will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.
- (d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court for the County of San Mateo.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this	_ day of, 202
<u>GRANTOR</u> :	COUNTY OF SAN MATEO
	D.
	By:
	Its:
ACCEPTED AND AGREED GRANTEE:	CITY OF SAN BRUNO
	By: [NAME][TITLE]
	Date:
	Authorized by Resolution No
	and Board of Supervisors Resolution No.

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) ss)	
On	, before me,	
		e and title of the officer)
executed the same in he signature(s) on the instead, execute	sis of satisfactory evidence to be within instrument and acknown is/her/their authorized capacity trument the person(s), or the end the instrument.	(ies), and that by his/her/their itity upon behalf of which the
I certify under PENALT the foregoing paragraph	ΓΥ OF PERJURY under the law is true and correct.	s of the State of California that
WITNESS my hand and	l official seal.	
Signature	(Seal)	

CERTIFICATE OF ACCEPTANCE

1		by the Easement Deed dated,
		rantor"), to the City of San Bruno ("Grantee"),
the City of San B	runo, pursuant to	Bruno under the authority of the City Council of Resolution No, adopted on ents to recordation thereof by its duly authorized
officer.		·· · · · · · · · · · · · · · · · ·
Dated	, 202	
		CITY OF SAN BRUNO,
		a municipal corporation
		By:
		By:Alex McIntyre
		City Manager
ATTEST:		
Ву:		
Lupita Huerta, Ci	ty Clerk	
APPROVED AS	TO FORM:	
Ву:		
Trisha Ortiz, City		

EXHIBIT A

Legal Description of Easement Area

[see attached]

EXHIBIT "A"

Legal Description Easement for Existing Storm Drain Pipeline

A storm drain easement over that certain parcel of land situate within Junipero Serra Park, City of San Bruno, County of San Mateo, State of California, a strip of land 10 feet in width, the centerline of which being described as follows:

BEGINNING on the easterly edge of Crystal Springs Road, said point having the California State Plane Zone 3 coordinate North 2,049,482.96 and East 6,003,726.17;

Thence leaving said edge of road, North 88°52'00" East, a distance of 58.67 feet;

Thence, South 43°08'00" East, a distance of 47.99 feet;

Thence, South 54°37'31" East, a distance of 110.83 feet;

Thence, South 86°18'57" East, a distance of 29.95 feet to the **POINT OF TERMINUS**, said point having the California State Plane Zone 3 coordinate North 2,049,383.01 and East 6,003,937.90.

BASIS OF COORDINATES:

The coordinates expressed heron are in terms of NAD83 (2011), Epoch 2016.25, CA State Plane Coordinates Zone 3, based locally upon ties to SFPUC Survey Control Stations 112, 113, and 114. Coordinates are referenced on construction plans prepared by AGS Inc. for SFPUC dated October 2023 titled "San Andreas Pipeline No. 3 Slope Stabilization"

EXHIBIT "B" attached and by this reference made a part hereof.

PREPARED BY:

R.E.Y. Engineers, Inc.

Daniel W. Bustamante, P.L.S.

December 23, 2024 Job Number 7678.2003

EXHIBIT "A"

Legal Description **Easement for Proposed Storm Drain Pipeline**

A storm drain easement over that certain parcel of land situate within Junipero Serra Park, City of San Bruno, County of San Mateo, State of California, a strip of land 10 feet in width, the centerline of which being described as follows:

COMMENCING on the easterly edge of Cystal Springs Road, said point having the California State Plane Zone 3 coordinate North 2,049,482.96 and East 6,003,726.17;

Thence leaving said edge of road, North 88°52'00" East, a distance of 58.67 feet;

Thence, South 43°08'00" East, a distance of 47.99 feet;

Thence, South 54°37'31" East, a distance of 110.83 feet;

Thence, South 86°18'57" East, a distance of 29.95 feet to the **POINT OF BEGINNING**, said point having the California State Plane Zone 3 coordinate North 2,049,383.01 and East 6,003,937.90,

Thence, South 66°18'57" East, a distance of 37.74 feet;

Thence, South 56°18'57" East, a distance of 83.97 feet;

Thence, North 82°00'51" East, a distance of 17.00 feet;

Thence, North 59°30'51" East, a distance of 6.50 feet to a point hereafter referred to as Point A, said point having the California State Plane Zone 3 coordinate of North 2,049,326.94 and East 6,004,064.76.

Thence, North 30°29'09" West, a distance of 10.00 feet to the **POINT OF TERMINUS.**

TOGETHER WITH a strip of land 10 feet in width, the centerline of which being described as follows:

BEGINNING at aforementioned Point A;

Thence, South 30°29'09" East, a distance of 10.00 feet to the **POINT OF TERMINUS**.

BASIS OF COORDINATES:

The coordinates expressed heron are in terms of NAD83 (2011), Epoch 2016.25, CA State Plane Coordinates Zone 3, based locally upon ties to SFPUC Survey Control Stations 112, 113, and 114. Coordinates are referenced on construction plans prepared by AGS Inc. for SFPUC dated October 2023 titled "San Andreas Pipeline No. 3 Slope Stabilization"

EXHIBIT "B" attached and by this reference made a part hereof.

PREPARED BY:

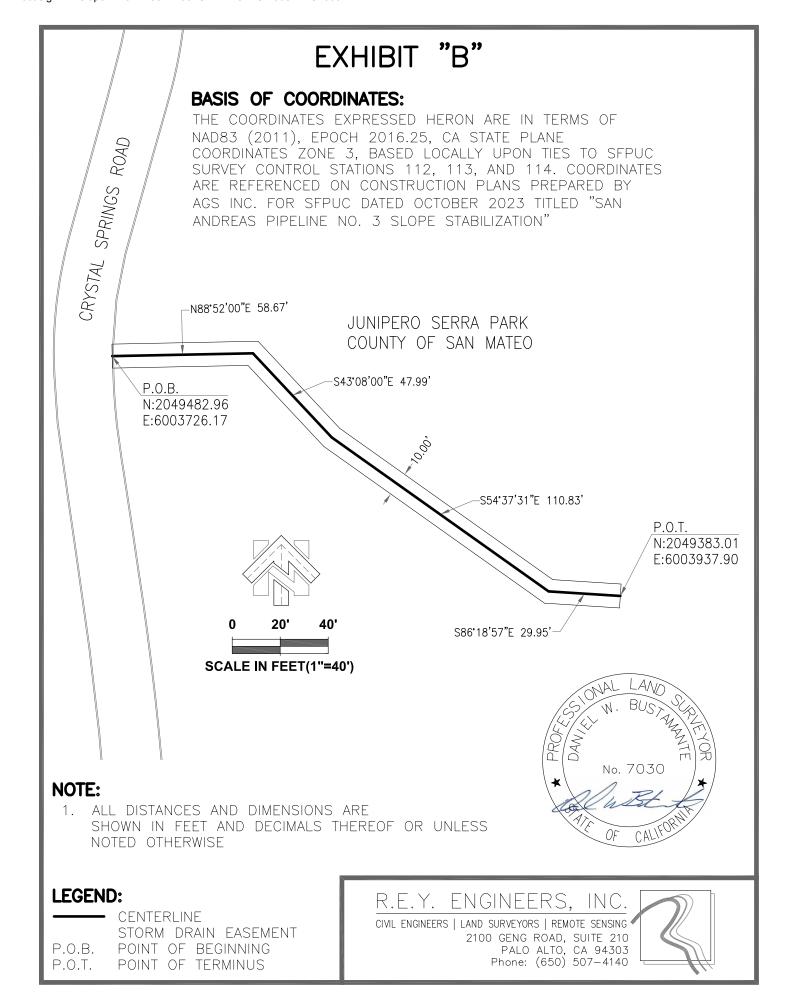
R.E.Y. Engineers, Inc.

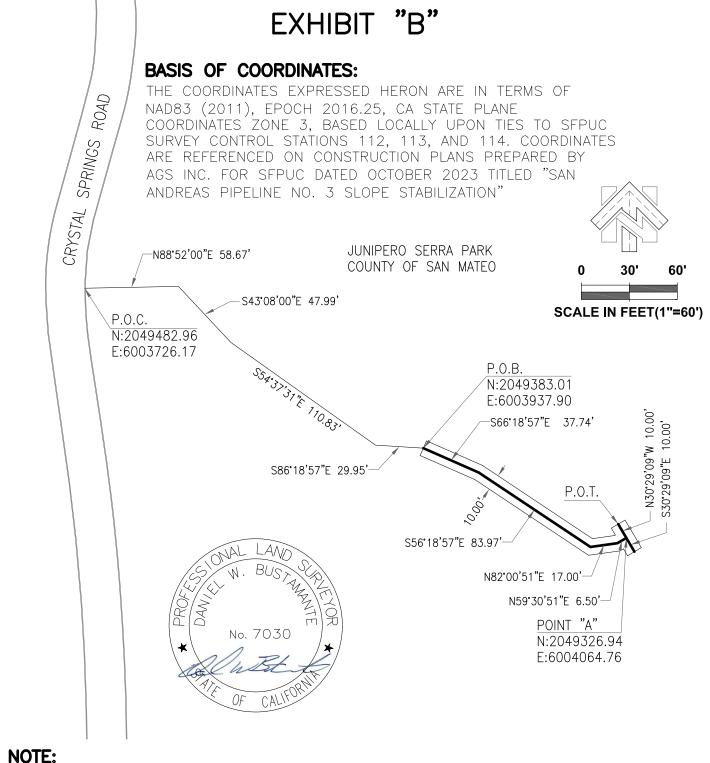
Daniel W. Bustamante, P.L.S.

EXHIBIT B

Depiction of Easement Area

[see attached]





ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF OR UNLESS NOTED OTHERWISE

LEGEND:

CENTERLINE

STORM DRAIN EASEMENT

P.O.C. POINT OF COMMENCING POINT OF BEGINNING P.O.B. P.O.T. POINT OF TERMINUS

R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERS | LAND SURVEYORS | REMOTE SENSING 2100 GENG ROAD, SUITE 210

PALO ALTO, CA 94303 Phone: (650) 507-4140



EXHIBIT C

SFPUC Easement

[see attached]

