

Recording requested by:
Silicon Valley Clean Water JPA

When recorded, return to:
Silicon Valley Clean Water JPA
Attn: Bruce Burnworth
1400 Radio Road
Redwood City, CA 94065-1220

APN: 095-220-140 (near Holly Street)

PUBLIC UTILITY EASEMENT DEED
(To Silicon Valley Clean Water, a public agency)
(North of Holly)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The County of San Mateo, a political subdivision of the State of California, owner of real property located in the City of Redwood City, County of San Mateo, State of California, identified as APN 095-220-140 (the "Real Property") hereinafter referred to as "GRANTOR" or "Grantor",

subject to the terms and conditions set forth in this Easement Deed, hereby grants to

Silicon Valley Clean Water, a public agency, hereinafter referred to as "GRANTEE" or "Grantee",

a permanent and perpetual non-exclusive subsurface easement (the "Easement") for the installation, construction, use, operation, inspection, maintenance, repair or replacement as GRANTEE shall from time to time elect, of underground sanitary sewerage pipelines and casings, and appurtenances to and for each of said uses (collectively "Grantee's Facilities"), in and to subsurface portions of the Real Property, as more particularly described in Exhibit A ("Legal Description") and Exhibit B ("Plat Map") attached hereto and made a part hereof.

1. Nature of Rights Conveyed

The provisions hereof shall be considered for all purposes to be covenants running with the land and shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The rights conveyed herein are non-exclusive rights to the subsurface volume from thirty (30) feet

vertically below the ground elevations existing at the time this document is executed to fifty-five (55) feet vertically below the elevations existing at the time this document is executed (the "Easement Area"), including the right, subject to the terms and conditions set forth in this Easement Deed, to enter, occupy, and use the Easement Area.

GRANTEE'S subsurface rights shall not be construed to interfere with or restrict GRANTOR'S use of the surface or subsurface lying above or below the Easement Area, including, but not limited to, GRANTOR'S installing and maintaining driveways, parking, structures, and landscaping, except that GRANTOR shall not allow construction of structures that materially impair or interfere with the use, operation, and maintenance of Grantee's Facilities within the Easement Area.

GRANTEE'S and GRANTOR'S rights and responsibilities with regard to GRANTEE'S tunneling for the installation of Grantee's Facilities, and with regard to their other rights and responsibilities during the construction and placement of Grantee's Facilities are and shall be as set forth in such permits and licenses ("Other Agreements") as GRANTOR and GRANTEE (the "Parties") may agree to, including without limitation Permit No. 5384 entered into by the Parties and dated July 1, 2105, and as such Permit No. 5384 may be modified, amended, restated or extended as the Parties may so agree.

GRANTEE must comply with all applicable federal law, including but not limited to the rules and regulations promulgated by the Federal Aviation Administration (FAA), and state law, including but not limited to, any state land use requirements, in the exercise of any of the rights conveyed or activities permitted hereunder. GRANTEE shall perform any activity authorized hereunder in compliance with the FAA's Airport Construction Standards and Airport Design and Engineering Standards in addition to the Airport's Land Use Compatibility Plan, as amended from time to time.

GRANTEE agrees, understands and acknowledges that it will not and shall not in any way interfere with the operation of the San Carlos Airport and that such airport is managed and operated by Grantor. Accordingly, GRANTEE agrees, understands and acknowledges that even though the FAA approves an activity, if Grantor determines that the activity interferes with the operation of the San Carlos Airport (including without limitation, the runways and/or taxiways associated with said airport) then Grantor shall not undertake such activity without the prior written consent of Grantor, which consent may be withheld or granted subject to conditions specified by Grantor.

Once the Grantee's Facilities are constructed and put into use, Grantee shall not have access to Grantee's Facilities from the surface of the Real Property except as may be specifically permitted in writing by Grantor. To the extent that Grantee may have access rights by law or in equity, Grantee waives such rights with regard to access from the surface of the Real Property and acknowledges that it has or will have access to the Easement Area through other routes (e.g. entering the tunnel from a starting location other than the surface of the Easement Area).

Except as may be permitted pursuant to Other Agreements, GRANTEE shall have no right hereunder to leave or place outside of the Easement Area any improvements, equipment, conveyors or tools.

2. Restrictions on GRANTOR's Use

GRANTOR shall not conduct, or permit others to conduct, or use, or permit others to use, explosives or drilling equipment the effect of which penetrates into any subsurface easement area volume granted herein without prior written consent of GRANTEE, which consent shall not be unreasonably withheld.

Except as stated above, nothing herein shall prevent GRANTOR from making whatever use or development of the of the Real Property, or any portion thereof, it desires; so long as such use or development does not materially impair, interfere with, or adversely affect Grantee's Facilities.

3. Hold Harmless

GRANTEE shall indemnify, defend, reimburse, and hold harmless GRANTOR, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("Claims"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the Easement Area whether such injury, death, damage, or destruction is caused by the person or property of GRANTEE, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "Agents"), its invitees, guests, or business visitors (collectively, "Invitees"), or third persons, relating to any use or act required or permitted by this Public Utility Easement Deed, (b) any failure by GRANTEE to faithfully observe or perform any of the terms, covenants, or conditions of this Public Utility Easement Deed, (c) the use of the Easement Area or any activities conducted in, on, or about the Real Property by GRANTEE, its Agents, or Invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by GRANTEE, its Agents, or Invitees, on, in, under, or about the Easement Area, the Real Property, any improvements, or into the environment; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of GRANTOR or GRANTOR's authorized representatives. In addition to GRANTEE's obligation to indemnify GRANTOR, GRANTEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend GRANTOR from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to GRANTEE by GRANTOR and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the real property or the lands of GRANTOR and claims for damages or decreases in the value of the Real Property. GRANTEE's obligations under this paragraph shall survive the expiration or other termination of this Public Utility Easement Deed.

4. Maintenance and Operation

GRANTEE shall maintain the Easement Area, together with any improvements constructed or installed therein by GRANTEE or associated with GRANTEE's use of the Easement Area, in a safe and sanitary condition consistent with the uses authorized hereunder that does not interfere with the use and enjoyment of the Real Property by GRANTOR or third parties. The operation and maintenance of any such improvements and of the Easement Area shall be at GRANTEE's sole cost and expense. GRANTEE shall perform all work for the activities described in this Public Utility Easement Deed in a quality manner and in accordance with all applicable legal, governmental, and industry standards and exercise reasonable precautions necessary to protect the ground surface from perceptible settlement. GRANTEE shall implement, at its sole expense, a settlement-monitoring program in accordance with best management practices during any construction. GRANTEE shall be solely responsible for obtaining any and all required permits and approvals necessary for performing any of the activities permitted by this Public Utility Easement Deed. GRANTOR's grant of the easement herein is made in GRANTOR's sole capacity as a landowner and not in any other capacity, including as a regulatory or land-use authority.

GRANTEE shall not do anything in, on, under, or about the Easement Area or the Real Property that could cause damage to or interference with GRANTOR'S operation of the San Carlos Airport or any facilities, improvements, or other property located in, on, under, or about the Real Property. GRANTEE shall coordinate its use of the Easement Area with GRANTOR and shall take reasonable measures to minimize noise, dust, debris and other possible impacts to the San Carlos Airport and surrounding neighborhoods. Safety shall be paramount at all times. GRANTEE shall ensure that its operations and activities, and those of its Agents, comply with local, state and federal requirements and are in accordance with safe and acceptable practices and procedures. GRANTOR shall have the right to review GRANTEE's operations related to the Easement Area and/or the Real Property and require reasonable modifications as necessary to meet the requirements of this Public Utility Easement Deed.

5. Repair of Damage

GRANTEE shall be responsible for any damage to GRANTOR's property or property of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence, the development of a sinkhole or other settling, and any consequential or incidental damages (including, but not limited to, lost profits) resulting therefrom. If any portion of the Real Property or any property of the GRANTOR located on or about the Easement Area is damaged or threatened by any of the activities conducted by GRANTEE or anyone acting by or through GRANTEE, at its sole cost, GRANTEE shall immediately notify GRANTOR of such damage or threat. GRANTOR may, but shall not be obligated to, remedy such damage or threat at GRANTEE's sole cost, or GRANTOR may elect to witness GRANTEE's repair work. Subject to GRANTOR's inspection, review, and approval, GRANTEE shall promptly repair and restore to its condition prior to the work by GRANTEE any of GRANTOR's property, including, but not limited to, roads, utilities (both above and below surface), buildings, fences, other improvements, or surfaces that may be altered, damaged, or destroyed in connection with the exercise of the rights granted herein.

GRANTOR has no responsibility or liability of any kind with respect to any utilities that may be on, in, around, or under the Easement Area. GRANTEE has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. GRANTEE shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities permitted hereunder; provided, GRANTEE shall obtain GRANTOR's prior written approval to the provision of such services or utilities in, on, under, or through the Easement Area or the real property.

6. Hazardous Materials

GRANTEE covenants and agrees that neither GRANTEE nor any of its Agents or Invitees shall cause or permit any hazardous material to be brought upon, kept, stored, staged, generated or disposed of in, on or about the Easement Area or the real property. GRANTEE shall give immediate written notice to GRANTOR of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, San Mateo County Environmental Health, the Bay Area Air Quality Management district, California Coastal Commission, or any local governmental entity) against GRANTEE with respect to the presence or release or suspected presence or release of hazardous material on or about the Easement Area or the Real Property, or the migration thereof from or to other property at the San Carlos Airport; (b) all demands or claims made or threatened by any third party against GRANTEE relating to any loss or injury resulting from any hazardous materials on or about the Easement Area or the real property; (c) any release of hazardous material on or about the Easement Area or the real property due to the rights granted herein that may require any investigation or remediation; and (d) all matters of which GRANTEE is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code. Nothing in the foregoing paragraph shall preclude GRANTEE from using materials necessary to exercise GRANTEE's rights to the Easement Area granted herein so long as any such hazardous materials are used, stored, and disposed of in strict accordance with any and all applicable law and any and all Storm Water Pollution Prevention Plans that apply to the Real Property or the activities of Grantee on the Real Property, as may be amended from time to time.

GRANTEE shall be responsible for all costs and efforts associated with investigating and remediating any environmental contamination whatsoever caused by GRANTEE on or about the Easement Area, and shall reimburse Grantor for any related costs incurred by Grantor.

7. As-Built Drawings and Placement Markers

Within 60 days of the initial operation of Grantee's Facilities, and thereafter within 60 days of the completion of any permitted installation or alteration subsequent to said initial operation, Grantee shall deliver to Grantor (addressed to Airport Manager with a copy to the County Real Property Manager) final As-Built construction drawings showing the nature, size, and location of such improvements. Separately, within 60 days of completion of any such installation or material alteration, GRANTEE shall install appropriate surface markers, of a type and standard approved by GRANTOR, which such approval shall not be unreasonably withheld, identifying the precise location of any pipeline and/or other facilities installed within the Easement Area.

GRANTEE shall be solely responsible for maintaining, replacing, and ensuring the accuracy of all such surface markers.

8. Taxes, Fees, and Liens

GRANTEE alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against GRANTEE's interest in the Easement Area or against any of GRANTOR's real property as a result of the easement herein granted. GRANTEE shall not cause liens of any kind to be placed against the Easement Area or any of the Real Property.

9. Insurance

- A. GRANTEE shall obtain at its sole expense, and furnish evidence to GRANTOR prior to commencing any work authorized hereunder, a combined general liability and property damage insurance policy in the amount of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, in addition to a One Hundred Million Dollar (\$100,000,000) excess liability policy, to be kept in full force until the completion of construction of Grantee's Facilities. Thereafter, GRANTEE shall obtain at its sole expense, and furnish evidence to GRANTOR, of general liability and property damage insurance policies in commercially reasonable amounts to cover GRANTEE's obligations and potential liability hereunder with respect to the operation and maintenance of Grantee's Facilities.
- B. GRANTEE shall furnish GRANTOR with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to GRANTOR of any pending change in the limits of liability or of any cancellation or modification of the policy.
- C. GRANTOR, its officers, agents and employees shall be named as additional insured on the liability insurance policy required hereinabove, which shall also contain a provision that the insurance afforded thereby to GRANTOR shall be the primary insurance to the full limits of liability of the policy. If GRANTOR has other insurance coverage against a loss covered by the coverage that GRANTEE and/or its contractor is required to have, such other insurance coverage of GRANTOR shall be excess insurance only.

[Signatures on Following Pages]

GRANTOR

The County of San Mateo, a political subdivision of the State of California

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT
[GRANTOR]

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, _____, 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 signatures(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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the Silicon Valley Clean Water, a public agency, Grantee herein, hereby accepts for public purposes the real property, or interest therein, described in that Easement Deed dated _____, from the County of San Mateo, a political subdivision of the State of California, Grantor therein, to Grantee, and Grantee hereby accepts said Easement Deed and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 2020.

SILICON VALLEY CLEAN WATER

By _____
Name: Warren Lieberman
Title: Chairman

ATTEST:

By _____
Name: George S. Otte
Title: Commission Secretary

ACKNOWLEDGMENT
[GRANTEE]

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.
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State of California

County of _____

On _____ before me, _____, 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 signatures(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

DESCRIPTION OF SURFACE ABOVE EASEMENT SCA1

A strip of land 20.00 feet wide, being a portion of the lands described in Book 6756 of Official Records of San Mateo County at Page 423, lying 10.00 feet on each side of the following described centerline:

Beginning at the most southerly corner of Lot 4 as shown on Volume 112 of Subdivision Maps at Pages 20 through and including 22, San Mateo County Records, thence northwesterly along the southwesterly line of said Lot 4, said line also being the northeasterly line of the lands described in Book 6756 of Official Records of San Mateo County at Page 423, North 40°57'43" West 7.66 feet to the **TRUE POINT OF BEGINNING** of this description; thence leaving said line and across a portion of the lands described in Book 6756 of Official Records of San Mateo County at Page 423, South 55°30'07" West 94.04 feet; thence South 16°55'45" West 69.20 feet, more or less, to a point on the southeasterly boundary of said lands, said point being the **POINT OF TERMINUS** of this description. The sidelines of said strip of land shall be prolonged or shortened so as to begin and terminate on the northeasterly and southeasterly boundary lines of the land described in Book 6756 of Official Records of San Mateo County at Page 423.

A Portion of APN 095-220-140

All distances noted are grid distances and are based on the California Coordinate System, Zone 3. To obtain ground distances, multiply the grid distances by 1.0000626.

LOT 4
 112 M 20-22
 APN: 095-220-210

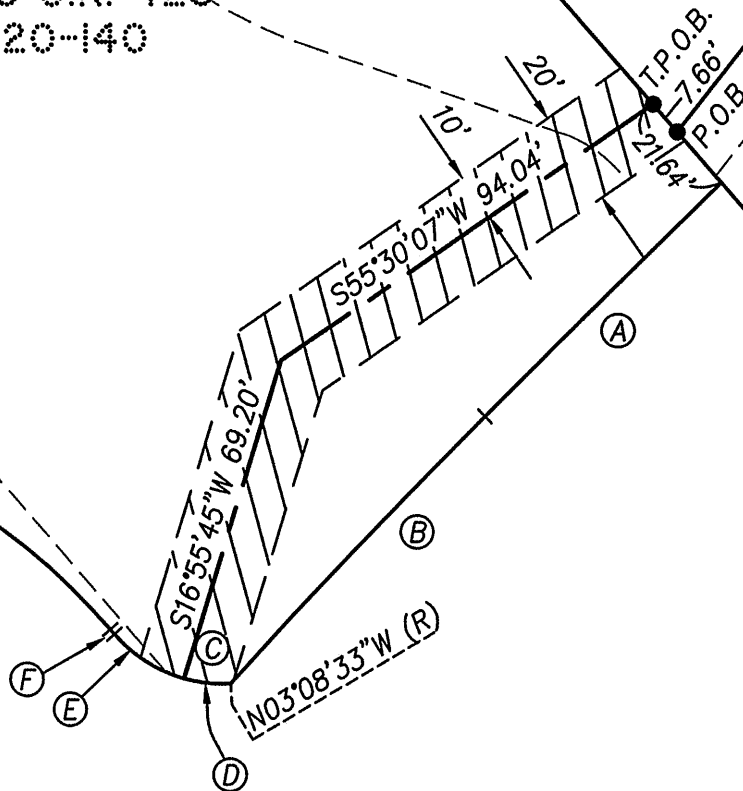
PORTION 6756 O.R. 423
 APN: 095-220-140

POLE LINE EASEMENT
 (5580 OR 466)

$R=140.00'$
 $L=305.15'$
 $\Delta=124^{\circ}53'08''$

P.S.E. & I.E.

EASEMENTS FOR PUBLIC UTILITY
 STREET AND PUBLIC UTILITY
 PURPOSES (7967 O.R. 1761)
 REDWOOD SHORES PKWY
 HOLLY STREET



- (A) $N45^{\circ}20'43''E$ 69.22'
- (B) $R=1260.00'$; $L=76.69'$; $\Delta=03^{\circ}29'15''$
- (C) $R=30.00'$; $L=27.32'$; $\Delta=52^{\circ}10'50''$ (TOTAL)
- (D) $R=30.00'$; $L=9.82'$; $\Delta=18^{\circ}45'00''$
- (E) $R=30.00'$; $L=17.50'$; $\Delta=33^{\circ}25'50''$
- (F) $N40^{\circ}57'43''W$ 1.30'

DOC. 83011760

PORTION
 6756 O.R. 423
 APN: 095-222-070

EXHIBIT B
 EASEMENT SCA1

PAGE 1 OF 1

BOHLEY

3150 ALMADEN EXPRESSWAY, SUITE 123
 SAN JOSE, CA 95118 (408) 265-1600

DATE: 11/9/2018

SCALE: 1"=40'

North of Holly Easement