Recording requested by:
Silicon Valley Clean Water JPA

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

APN: 046-081-580; 046-082-010; and 046-081-790

(Airport Taxiway)

PUBLIC UTILITY EASEMENT DEED

(To Silicon Valley Clean Water, a public agency)
(Taxiway)

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, described in Exhibit A, attached hereto and incorporated herein ("Real Property"), hereinafter referred to GRANTOR or Grantor, hereby grants to

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

A permanent and perpetual non-exclusive subsurface pipeline 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, tunneling for the installation of such pipelines and casings, and appurtenances to and for said uses (collectively "Grantee's Facilities"), in, to and through portions of GRANTOR's Real Property that is described as follows:

The Legal Description marked Exhibit A attached hereto, made a part hereof, and the corresponding Plat Map marked Exhibit B, attached hereto and made a part hereof, as subject to the terms and conditions contained herein.

Non-exclusive rights to the subsurface volume from two (2) feet vertically below the ground elevations existing at the time this document is executed to thirty-five (35) feet vertically below the elevations existing at the time this document is executed, including the right to enter, occupy, and use the subsurface volume (the "Easement Area"), subject to the terms 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.

GRANTEE'S and GRANTOR'S rights and responsibilities with regard to the activities in connection with the installation of Grantee's Facilities as described herein, may be further set forth in permits or licenses ("Other Agreements") as GRANTOR and GRANTEE (the "Parties") may 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.

As the surface above the Easement Area is part of the San Carlos Airport taxiway, 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 Easement Area except as may be specifically permitted in writing by Grantor (which permission may be limited as to time and place, as GRANTOR may deem appropriate). 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 hereto or to Other Agreements, GRANTEE shall have no right hereunder to leave in place outside of the Easement Area any improvements, equipment, conveyors or tools. In particular, Grantee intends to install on the surface or otherwise outside of the Easement Area, monitoring wells, inclinometers, or other measuring devices or instruments and it is acknowledged and agreed that unless otherwise agreed in writing (which writings may include Other Agreements) all such devices or instruments will be temporary only, and must be removed or otherwise abandoned in accordance with conditions and requirements as specified by Grantor.

2. Grantor's Use

The rights conveyed herein are non-exclusive subsurface rights and shall not be construed to interfere with or restrict GRANTOR'S use of the surface or subsurface lying above or below the Easement Area, except that unless required for the proper operation of the San Carlos Airport, GRANTOR shall not allow construction of structures that materially impair or interfere with the use, operation, and maintenance of 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 adjoining 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 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 the Airport's Storm Water Pollution Prevention Plan, as 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, 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 all installations, equipment or improvements placed by Grantee within the Easement Area ("As-Built Drawings"). Thereafter, within 60 days of the completion of any subsequent permitted installation or alteration, Grantee shall deliver appropriate As-Built Drawings with regard to such additional installation or alteration. Further, within 60 days of completion of any 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 it's 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 Page]

GRANTOR

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

By:	Date:	
Name:		
Title:		
ATTEST:		
Ву		
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,	, Notary Public,
	evidence to be the person(s) whose name(s) is/a that he/she/they executed the same in his/h	, who proved to me on the basis of satisfactory are subscribed to the within instrument and acknowledged to me her/their authorized capacity(ies), and that by his/her/their the entity upon behalf of which the person(s) acted, executed
	I certify under PENALTY OF PERJURY under is true and correct.	r the laws of the State of California that the foregoing paragraph
/	WITNESS my hand and official seal.	
	Signature	(Seal)

CERTIFICATE OF ACCEPTANCE

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,	, Notary Public,
evidence to be the per that he/she/they exe	rson(s) whose name(s) is/are sub ecuted the same in his/her/the	, who proved to me on the basis of satisfactory scribed to the within instrument and acknowledged to me authorized capacity(ies), and that by his/her/their entity upon behalf of which the person(s) acted, executed
I certify under PENA is true and correct.	LTY OF PERJURY under the la	ws of the State of California that the foregoing paragraph
WITNESS my hand a	and official seal.	
Signature	(Se	al)

EXHIBIT A DESCRIPTION OF EASEMENT SCA3 page 1 of 2

A strip of land 20.00 feet wide, being a portion of the lands described in Book 6024 of Official Records of San Mateo County at Page 448, lying 10.00 feet on each side of the following described centerline:

Beginning at the most northerly corner of the parcel described in Book 6024 of Official Records of San Mateo County at Page 448, thence northeasterly along the southeasterly line of the parcel described in Book 3013 of Official Records of San Mateo County at Page 415, North 40°39′52″ East (North 39°29′26″ East in said document) 6.25 feet; thence leaving said southeasterly line and across the parcel described in Book 4815 of Official Records of San Mateo County at Page 280, South 43°13′04″ East 63.88 feet; thence along the arc of a 1685.00 foot radius tangent curve to the right, through a central angle of 2°15′11″, a distance of 66.26 feet, more or less, to a point that is 10.00 feet northeasterly of the southwesterly boundary of said parcel, 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 northwesterly and northeasterly boundary lines of the land described in Book 6024 of Official Records of San Mateo County at Page 448.

EXCEPTING THEREFROM that portion of said lands that lie outside of the lands described in Book 6024 of Official Records of San Mateo County at Page 448.

APN 046-081-790

All distances shown are grid distances and are based on the California Coordinate System, Zone 3. To obtain ground distances, multiply the grid distances by 1.0000623.

EXHIBIT A DESCRIPTION OF EASEMENT SCA4 page 2 of 2

A strip of land 20.00 feet wide, being portions of the lands described in Book 4815 of Official Records of San Mateo County at Page 280, and in Book 3013 of Official Records of San Mateo County at Page 415, lying 10.00 feet on each side of the following described centerline:

Beginning at the most easterly corner of Parcel Two as shown on Volume 72 of Parcel Maps at Pages 40 through and including 42, San Mateo County Records; thence southwesterly along the southeasterly line of said Parcel Two, South 49°02'07" West 15.62 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said southeasterly line and across said Parcel Two, North 34°58′52" West 149.87 feet, to a point on the northeasterly line of said Parcel Two; said point also being on the southwesterly line of the parcel described in Book 4815 of Official Records of San Mateo County at Page 280; thence continuing over and across said parcel North 34°58′52" West 12.31 feet; thence along the arc of a 1600.00 foot radius tangent curve to the left, through a central angle of 5°59'01", a distance of 167.09 feet, more or less, to a point that is 10.00 feet northeasterly of the southwesterly boundary of said parcel; thence along a line that is 10.00 feet northeasterly of, and parallel to, the southwesterly boundary of said parcel, North 40°57′53" West (North 42°00′00" West in said document) 2621.21 feet; thence along the arc of a 1685.00 foot radius tangent curve to the left, through a central angle of 2°15'11", a distance of 66.26 feet; thence North 43°13'04" West 101.63 feet; thence along the arc of a 1880.00 foot radius tangent curve to the right, through a central angle of 1°46'46", a distance of 58.39 feet to a point of compound curvature; thence along the arc of a 800.00 foot radius tangent curve to the right, through a central angle of 19°02'00", a distance of 265.76 feet to a point of compound curvature; thence along the arc of a 1600.00 foot radius tangent curve to the right, through a central angle of 2°04'54", a distance of 58.13 feet; thence North 20°19'25" West 393.02 feet, more or less, to a point on the northwesterly boundary of the land described in Book 4815 of Official Records of San Mateo County at Page 280, 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 southwesterly and northwesterly boundary lines of the land described in Book 4815 of Official Records of San Mateo County at Page 280.

EXCEPTING THEREFROM that portion of said lands that lie outside of the lands described in Book 4815 of Official Records of San Mateo County at Page 280, and also excepting therefrom that portion of lands that lie within the portion of the lands described in Book 3013 of Official Records of San Mateo County at Page 415 which is dedicated to public use (Monte Vista Drive).

APN 046-081-580 and 046-082-010

All distances shown are grid distances and are based on the California Coordinate System, Zone 3. To obtain ground distances, multiply the grid distances by 1.0000621.













