

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: 095-030-230

No Fee pursuant to Gov. Code sec. 6103
No Documentary Transfer Tax per R&T Code sec. 11922
No Recording Fee per Gov. Code sec. 27383

REVISED PUBLIC UTILITY EASEMENT DEED

(To Silicon Valley Clean Water, a public agency)
(Bair Island)

(Replacing Instrument No. 2019-015528)

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 called GRANTOR,

hereby grants to

Silicon Valley Clean Water, a public agency, hereinafter called GRANTEE,

permanent and perpetual non-exclusive easements ("Easement Areas") on Inner Bair Island for the installation, construction, use, operation, inspection, maintenance, repair or replacement (in the original or any other size) 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 each of said uses (collectively "Grantee's Facilities"), and the placement of tools, implements, and materials thereon necessary to exercise the rights conveyed hereunder, in and to each of the Parcels described as follows:

Parcel 1 [Subsurface Easement Area A] – non-exclusive rights to the subsurface volume from fifteen (15) 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, including the right to enter, occupy, and use the subsurface volume. This Parcel 1

Subsurface Easement Area A is located on that portion of the Real Property described in Exhibit B and depicted in Exhibit C, attached hereto and incorporated herein.

Parcel 2 [Surface and Subsurface Easement Area B] – non-exclusive surface rights reaching a height above the surface of no more than 6 feet (maximum height of 18 feet mean-sea-level) and non-exclusive subsurface rights to the depth of 55 feet, and for ingress and egress to said Easement Area B across GRANTOR's remaining Real Property for personnel, vehicles, and construction equipment to, from, and along the Easement Area B at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways over GRANTOR's Real Property which now exist or which hereinafter may be constructed, as shall be necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit rights of GRANTOR to close such roadways, lanes, or rights-of-way, and to provide GRANTEE with comparable alternative access to Easement Area B, as deemed reasonable by GRANTOR. This Parcel 2 Surface and Subsurface Easement Area B is located on that portion of the Real Property described in Exhibit B and depicted in Exhibit C, attached hereto and incorporated herein.

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 in Parcel 1 are 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 Subsurface Easement, except that GRANTOR shall not allow construction of structures that would directly or indirectly materially impair or interfere with the use, operation, and maintenance of Grantee's Facilities.

The rights conveyed in Parcel 2 shall not be construed to interfere with or restrict the use of this Easement Area B by GRANTOR, including, but not limited to, GRANTOR's installing and maintaining driveways, parking, and landscaping, so long as the same are constructed in a manner that does not materially impair or interfere with the use, operation, and maintenance of and access to Grantee's Facilities.

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 GRANTEE 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.

Except as may be permitted pursuant to this Easement or other written permits or agreements between the parties, GRANTEE shall have no right hereunder to leave or place outside of the Easement Areas any improvements, equipment, conveyors or tools.

2. Restrictions on GRANTOR's Use

GRANTOR shall not, without prior written consent of GRANTEE, which consent shall not be unreasonably withheld, temporarily or permanently: (1) increase or decrease ground elevations, the existing grade, or otherwise modify the topography of the Real Property more than ten feet from the elevations existing at the time this document is executed; or (2) construct a structure more than two (2) stories in height above any subsurface easement granted herein.

GRANTOR shall not conduct, or permit others to conduct, or use, or permit others to use, explosives or drilling equipment the effect of which can penetrate 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 Real Property, or any portion thereof, including the Easement Areas, 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 Parcel 1, Parcel 2, or the Real Property 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 Parcel 1 or Parcel 2 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 Parcel 1, Parcel 2, 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 Parcel 1 and Parcel 2, together with any improvements constructed or installed therein by GRANTEE or associated with GRANTEE's use of Parcel 1 and/or Parcel 2, 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 Parcel 1 and Parcel 2 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 Parcel 1, Parcel 2, 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 Parcel 1 and/or Parcel 2 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 Parcel 1, Parcel 2, 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 Parcel 1 or Parcel 2 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 sub-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 Parcel 1 or Parcel 2. 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 Parcel 1, Parcel 2, 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 Parcel 1, Parcel 2, 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 Parcel 1, Parcel 2, 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 Parcel 1, Parcel 2, or the Real Property; (c) any release of hazardous material on or about the Parcel 1, Parcel 2, 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. GRANTEE shall pay to the GRANTOR any required fees, as may be necessary, to effectuate this Easement as related to hazardous materials.

7. 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 Parcel 1 or Parcel 2, 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 Parcel 1, Parcel 2, or any of the Real Property.

8. Insurance

1. 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.
2. 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.
3. 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.

9. 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.

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

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

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, _____, 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:
Title: Chairman

ATTEST:

By _____
Name:
Title: Commission Secretary

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,

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
LARGER PARCEL**

A portion of the lands conveyed to Mobil Oil Estates (Bair Island Investments Limited, a Delaware corporation and described as Parcel 3 in that certain Deed recorded on March 27, 1973 in Book 6350 of Official Records at page 425 (File No. 16249-AG), Records of San Mateo County, California, and said portion being more particularly described as follows:

BEGINNING at the most Easterly corner of the lands conveyed to the City of San Carlos, a municipal corporation, by that certain Deed recorded on August 23, 1951 in Book 2118 of Official Records at page 664 (File No. 55772-J), Records of San Mateo County, California, said most Easterly corner also being an angle point in the boundary of the lands conveyed to Mobile Oil Estates (Bair Island Investments) Limited, a Delaware corporation and described as Parcel 3 in that certain Deed recorded on March 27, 1973 in Book 6350 of Official Records at page 425 (File No. 16249-AG), Records of San Mateo County, California; running thence from said pot of beginning along the Southeasterly line of the aforesaid lands conveyed to the City of San Carlos South 48° West 245 feet; thence leaving said Southeasterly line and crossing the aforesaid lands of Mobil (File No. 16249-AG), South 42° East 1271.60 feet; thence North 48° East 1000 feet; and thence North 42° West 1048.34 feet to the intersection thereof with the general Northerly boundary line of the aforesaid lands of Mobil (File No. 16249-AG); running thence along said last mentioned Northerly boundary line North 88° 50' 40" West 246.98 feet; thence South 41° 18' 31" West 43.90 feet; thence North 81° 57' 51" West 95.80 feet; thence South 84° 48' 21" West 320.50 feet and thence South 5° 54' West 295.83 feet to the point of the beginning.

APN: 095-030-230

EXHIBIT B
DESCRIPTION OF EASEMENT SCAS

All that certain real property situate in the City of Redwood City, County of San Mateo, State of California, being a portion of that certain real property described in Book 6756 of Official Records of San Mateo County at Page 420, and being more particularly described as follows:

AREA A:

Beginning at the most easterly corner of the parcel described in Book 2118 of Official Records of San Mateo County at Page 664; thence southwesterly along the southeasterly boundary of said parcel, South 49°02'17" West 46.49 feet (South 48°00'00" West in said document) to the **TRUE POINT OF BEGINNING** of this description; thence leaving said southeasterly boundary and across the parcel described in Book 6756 of Official Records of San Mateo County at Page 420, South 34°58'52" East 262.17 feet, to a point on the side line of the 20 foot wide easement described in Book 6557 of Official Records of San Mateo County at Page 480; thence North 55°01'08" East 20.00 feet; thence North 34°58'52" West 264.27 feet, more or less, to the southeasterly boundary of that parcel described in Book 2118 of Official Records of San Mateo County at Page 664; thence along said southeasterly boundary South 49°02'17" West (South 48°00'00" West in said document) 20.11 feet to the **TRUE POINT OF BEGINNING**.

AREA B:

Beginning at the most southerly corner of AREA A described above; thence North 55°01'08" East 30.00 feet; thence South 34°58'52" East 165.00 feet; thence South 55°01'08" West 90.18 feet, more or less, to a point on the side line of the 20 foot wide easement described in Book 6557 of Official Records of San Mateo County at Page 480; thence along said side line North 27°00'08" West 18.12 feet; thence along the arc of a 340.00 foot radius tangent curve to the right, through a central angle of 26°51'52", a distance of 159.42 feet to the **POINT OF BEGINNING**.

APN 095-030-230

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 1.0000618.



PORTION
2118 O.R. 664

APN: 046-081-230

DOC. _____

T.P.O.B.

46.49'

S49°02'17"W

20.11'

20'

S34°58'52"E

262.17'

N34°58'52"W

264.27'

10' DRAINAGE DITCH EASEMENT
(2118 O.R. 664)

6756 O.R. 420

6557 O.R. 480
20' WIDE

APN: 095-030-230

DOC. 2013-111512 [CP2(N)]

Parcel Two
97-119043

APN: 095-030-260

DOC.

R=340.00'

L=159.42'

Δ=26°51'52"

20.00'

N55°01'08"E 30.00'

165.00'

AREA B

N27°00'08"W
18.12'

S55°01'08"W
90.18'

S34°58'52"E

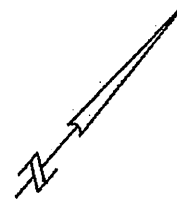


EXHIBIT C
EASEMENT SCA5

PAGE 1 OF 1

**BOHLEY
CONSULTING**

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

DATE:	1/16/2019
SCALE:	1"=60'
DWG:	TUNNEL EASEMENTS
JOB No.	201516