

2024-068245

Simplifile,

9:32 am 12/19/2024 AG Fee: \$56.00

Count of Pages 14

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Brian T. Seltzer, Esq.
Seltzer Caplan McMahon Vitek
700 B Street, Suite 2100
San Diego, CA 92101

(Space Above Line for Recorder's Use Only)

APN: 015-113-380

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT ("**Agreement**") is made as of November 22, 2024 ("**Effective Date**"), between Icon SSF Apartments Owner, L.L.C., a Delaware limited liability company ("**Owner**"), and the City of South San Francisco, California ("**City**") (Owner and City are each sometimes individually referred to herein as a "**Party**" and sometimes collectively as the "**Parties**"), who agree as follows:

1. Recitals. This Agreement is made and entered into in contemplation of the following facts and circumstances:

1.1 Owner is the owner of certain real property in the City of South San Francisco, California, described on Exhibit "1.1" attached hereto ("**Owner Property**").

1.2 Owner desires to grant the City a non-exclusive easement over a described portion of the Owner Property upon and subject to the provisions and conditions set forth herein.

2. Owner Warranty. Owner hereby represents and warrants to City that Owner has the power and authority to enter into this Agreement and to bind the Owner Property pursuant to the provisions and conditions hereof.

3. Easement. Owner hereby grants to City a non-exclusive easement to install, utilize, operate, maintain, repair and replace, from time to time, a storm drain in that certain area on the Owner Property described on Exhibit "3" attached hereto ("**Easement Area**") ("**Easement**").

4. No Other Use. City shall not enter upon or use the Easement Area for any purpose other than the exercise of its rights under the Easement.

4355 ACCM

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE COMPANY AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

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EFFECT UPON TITLE

5. Compliance with Laws. City shall comply with all applicable laws as it relates to its utilization of the Easement and its entry in the Easement Area.

6. Maintenance. City shall be responsible for all costs associated with the installation, utilization, operation, maintenance, repair and replacement of the storm drain facilities installed in the Easement Area.

7. Cooperation and Reasonable Care. The Parties shall reasonably cooperate with each other, in good faith, in connection with the rights and obligations provided for pursuant to this Agreement.

8. Mortgagee Rights.

8.1 Notwithstanding the other provisions and conditions hereof, no breach of this Agreement, nor the enforcement of any provision or condition hereof, shall defeat or render invalid the rights of a mortgagee or beneficiary (each, "**Mortgagee**") under any recorded mortgage or deed of trust on the Owner Property or the City Property or any part thereof, provided that after such Mortgagee obtains title thereto by judicial foreclosure or by means of the powers set forth in such mortgage, or deed of trust, or by deed in lieu of foreclosure, the Adjacent Property and the Property, as applicable, shall remain subject to this Agreement.

8.2 Upon written request by one Party to the other Party, each Mortgagee of such requesting Party whose address has been provided in such request shall be entitled to reasonably prompt written notice of any default by the requesting Party under this Agreement.

8.3 Notwithstanding any other provision or condition herein to the contrary, to be effective, any amendment of this Agreement and any termination of this Agreement must be approved in writing by each Mortgagee.

9. Miscellaneous.

9.1 Notices. Notice to be given to a Party or Mortgagee must be in writing and shall be delivered to the Party or Mortgagee, as applicable, personally, by regular United States mail, postage prepaid, or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, and any notice to a Party shall be delivered to the following address, or such other address furnished by such Party to the other Party:

If to Owner:

Icon SSF Apartments Owner, L.L.C.
Attn: E. Garth Erdossy
5790 Fleet Street, Suite 140
Carlsbad, CA 92008
Phone: 760-431-3366
Email: gerdossy@crowholdings.com

If to City:

Public Works Director
South San Francisco Public Works Department
550 North Canal Street
South San Francisco, CA 94080
Phone: (650) 877-8550
Email: Web-PW@ssf.net

9.2 Interpretation. The captions of the various provisions and conditions of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence in this Agreement.

9.3 Entire Agreement. This Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof.

9.4 Binding Effect Covenants Running with Land. The covenants contained in this Agreement shall constitute covenants running with the land pursuant to California Civil Code Section 1468; shall be binding upon, and shall inure to the benefit of, the Owner Property and the City Property and any portion thereof or interest therein; and shall be binding upon, and shall inure to the benefit of the Parties and any person having or acquiring any interest therein and their successors and assigns.

9.5 Estoppel Certificate. Each Party to this Agreement shall, within ten (10) days after the written request of any other Party, issue to the requesting Party, or to any prospective Mortgagee or purchaser from such requesting Party, an estoppel certificate stating: (a) whether the Party to whom the request has been directed knows of any default under this Agreement and, if there are known defaults, specifying the nature thereof; (b) whether, to the best knowledge of such Party, this Agreement has been modified or amended in any respect, and, if there are known amendments, specifying the nature thereof; and (c) whether, to the best knowledge of such Party, this Agreement is, at that time, in full force and effect.

9.6 Severability. If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court

of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

9.7 Attorneys' Fees; Court Costs. If any action or proceeding is instituted to enforce or interpret any of the provisions and conditions of this Agreement or for damages on account of the breach of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other Party its attorneys' fees and costs.

9.8 Amendments. No amendment may be made to this Agreement unless set forth in writing and duly recorded in the Official Records of the County of San Mateo.

9.9 Exhibits. Each of the Exhibits attached hereto is incorporated herein by this reference.

9.10 Effect of Agreement; Binding Covenants; Equitable Servitudes. Except as otherwise expressly provided herein, no rights or privileges conferred upon the Parties to this Agreement by this Agreement shall inure to the benefit of any other person or entity other than the Parties or their successors and assigns, nor shall any such other Party be deemed to be a third-party beneficiary of any of the provisions contained herein. Each and all of the restrictions, covenants, and easements of this Agreement: (a) shall constitute equitable servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors, assigns, and Mortgagees; and (b) are imposed pursuant to a general plan for the improvement and use of the Development Property and the Property and are designed for the mutual benefit of the Parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

9.11 Time of the Essence. Time is expressly stated to be of the essence of each and every provision of this Agreement wherein time for performance is set forth. In all other respects, the parties hereto covenant to perform their obligations in an expeditious manner.

OWNER:

ICON SSF APARTMENTS OWNER, L.L.C.,
a Delaware limited liability company

By: Icon SSF Apartments Venture, L.P.,
a Delaware limited partnership,
its sole member

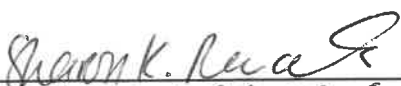
By: NCCH 108 Icon SSF, L.P.,
a Delaware limited partnership,
its general partner

By: Maple Multi-Family Development, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Name: ANTHONY DITTEAUX
Title: VICE PRESIDENT

CITY:

CITY OF SOUTH SAN FRANCISCO, CALIFORNIA

By: 
Name: SHARON RAXIALS
Title: City Manager

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San DiegoOn 10/30/24 before me, Cristian Jose Vazquez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Anthony Dittaux
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Cristian Jose Vazquez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

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State of California

County of San Mateo

On November 22, 2024 before me, _____
Date

Here Insert Name and Title of the Officer

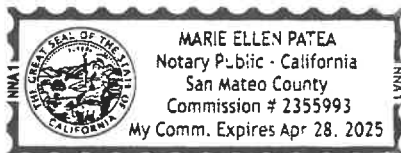
personally appeared Sharon K Ranals aka Sharon Ranals

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property interest conveyed by this Storm Drain Easement Agreement dated November 22, 2024 from the Grantor to the City of South San Francisco, is hereby accepted by the undersigned officer on behalf of the City of South San Francisco pursuant to authority conferred upon her by city Council Resolution 45-83 adopted on April 6, 1983 and the City of South San Francisco consents to recordation thereof by its duly authorized officer.

Dated 11/22/2024

CITY OF SOUTH SAN FRANCISCO

BY: 

NAME: Sharon Ranals

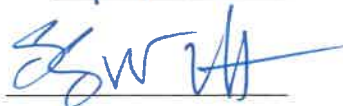
TITLE: City Manager

ATTEST:


CITY CLERK

Approved as to form:

Date: 11/20/24

By: 

City Attorney

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)
) ss.
COUNTY OF San Mateo)

On November 22, 2024, before me, Marie Ellen Patea,
Notary Public, personally appeared Sharon K. Rana, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Marie Ellen Patea
Notary Public in and for said
County and State

EXHIBIT "1.1"

DESCRIPTION OF OWNER PROPERTY

Real Property Description

The Land referred to herein below is situated in the City of South San Francisco, County of San Mateo, State of California, and is described as follows:

PARCEL TWO:

PARCEL A OF "P. S. BUSINESS PARK", BEING A SUBDIVISION OF THE LANDS CONVEYED TO PUBLIC STORAGE PROPERTIES, XI, LTD., DATED APRIL 12, 1984 IN RECORDERS SERIES NO. 84038985 SAN MATEO COUNTY RECORDS, SAID MAP RECORDED AUGUST 07, 1985 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 56 OF PARCEL MAPS, PAGES 19 AND 20, IN THE COUNTY OF SAN MATEO, CALIFORNIA.

APN 015-113-380

EXHIBIT "3"

EASEMENT AREA

[SEE ATTACHED]

**LEGAL DESCRIPTION
STORM DRAIN EASEMENT**

Real property situate in the City of South San Francisco, County of San Mateo, State of California, described as follows:

Being a portion of Parcel A as shown on that certain Parcel Map "P.S. Business Park", filed on August 7, 1985 in Book 56 of Parcel Maps at Pages 19 through 20, in the Office of the County Recorder of San Mateo, more particularly described as follows:

COMMENCING at the westerly corner of said Parcel A, said corner being the beginning of a curve, having a radius of 266.00 feet, concave to the southeast, from said corner a radial line bears South 62°36'06" East;

Thence northeasterly along the northwesterly line of said Parcel A and said curve, through a central angle of 11°48'48", a distance of 54.84 feet to the beginning of a curve, to a point on said curve, from said point a radial line bears South 50°47'18" East, said point being also the **TRUE POINT OF BEGINNING**;

Thence continuing along said curve, through a central angle of 1°38'55", a distance of 7.65 feet to the beginning of a compound curve, having a radius of 35.50 feet, from said point a radial line bears South 49°08'23" East;

Thence northeasterly along said curve through a central angle of 36°41'36", for an arc length of 22.73 feet to the beginning of a reverse curve, having a radius of 44.50 feet, from said point a radial line bears North 12°26'47" West;

Thence easterly along said curve through a central angle of 20°02'11", for an arc length of 15.56 feet;

Thence leaving the northwesterly line of said Parcel A, the following five (5) courses:

- 1) South 26°54'57" West, 36.17 feet;
- 2) South 28°50'24" West, 41.76 feet;
- 3) South 53°35'57" East, 242.52 feet;
- 4) South 40°37'49" East, 105.14 feet;
- 5) South 30°12'16" East, 10.45 feet to the southerly line of said Parcel A being also the beginning of a non-tangent curve, having a radius of 190.00 feet, concave northerly, from said point a radial line bears North 06°22'43" East;

Thence westerly along said southerly line and curve through a central angle of 6°09'51", for an arc length of 20.44 feet;

Thence leaving said southerly line the following four (4) courses:

- 1) North 40°37'49" West, 98.05 feet;
- 2) North 53°35'57" West, 253.95 feet;
- 3) North 28°50'24" East, 49.34 feet;
- 4) North 43°01'59" West, 9.13 feet to the **TRUE POINT OF BEGINNING**.

Containing 6,592 square feet, more or less.

END OF DESCRIPTION.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers



Davis Thresh, P.L.S. No. 6868

07/19/2024

Dated



**LEGEND**

TPOB TRUE POINT OF BEGINNING
POC POINT OF COMMENCEMENT
LOT LINE
CENTERLINE
DESCRIBED AREA

SAN MATEO AVEPARCEL B
P.S. BUSINESS PARK
56 M 20PARCEL A
P.S. BUSINESS PARK
56 M 20**PRODUCE AVE****TPOB****POC****LINE TABLE**

LINE	DIRECTION	LENGTH
L1	S53°21'58"E	34.39'

STORM DRAIN EASEMENT

6,592 SQ. FT.±

PARCEL C
LANDS OF S.P.R.R. CO.
506 OR 99**SAN MATEO AVE**N12°48'17"E
BASIS OF BEARINGS
87.68'N20°38'17"E
87.68'

60 0 60
scale 1" = 60' feet

BASIS OF BEARINGS

THE CENTERLINE OF SAN MATEO AVENUE AS SHOWN ON THAT CERTAIN TRACT MAP ENTITLED "PERSON AND SWANSON INDUSTRIAL TRACT" FILED ON SEPTEMBER 5, 1961 IN BOOK 55 OF MAPS AT PAGES 12 AND 13 SHOWN AS "N.11°39'E." TAKEN TO BE NORTH 12°48'17" EAST.

Exhibit "3" - 3

Subject
PLAT TO ACCOMPANY LEGAL DESCRIPTION

Job No. 20181418

By MO/RG Date 7/18/24 Chkd. MGR

SHEET 1 OF 2

SAN MATEO AVE

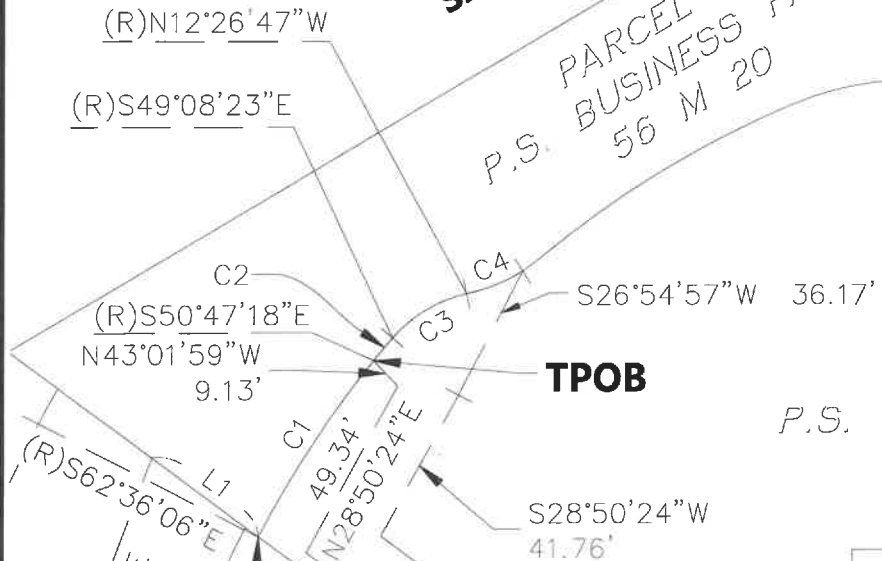
PARCEL B
P.S. BUSINESS PARK
56 M 20

PARCEL A
P.S. BUSINESS PARK
56 M 20

PRODUCE AVE

LEGEND

TPOB	TRUE POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
—	LOT LINE
- - -	CENTERLINE
- - - - -	DESCRIBED AREA



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S53°21'58\"E	34.39'

STORM DRAIN EASEMENT

6,592 SQ. FT.±

N12°48'17\"E
BASIS OF BEARINGS

Curve Table			
Curve	Length	Radius	Delta
C1	54.84	266.00	11°48'48\"
C2	7.65	266.00	1°38'55\"
C3	22.73	35.50	36°41'36\"
C4	15.56	44.50	20°02'11\"
C5	20.44	190.00	6°09'51\"

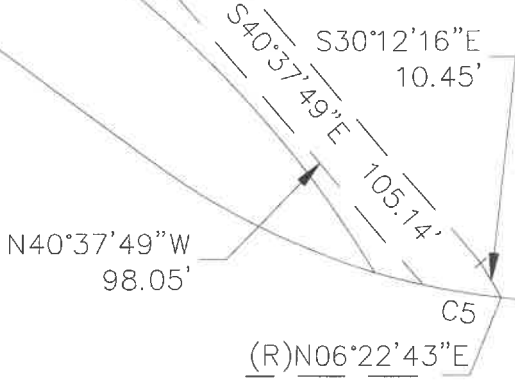
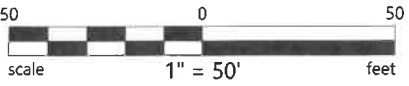


Exhibit "3" - 4

Subject PLAT TO ACCOMPANY LEGAL DESCRIPTION
 Job No. 20181418
 By MO/RG Date 7/18/24 Chkd. MGR
 SHEET 2 OF 2