

Exhibit D - SD Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of South San Francisco
400 Grand Avenue
South San Francisco, California 94080
Attention: City Clerk

This Space For Recorder's Use Only

STORM DRAIN EASEMENT ENCROACHMENT AGREEMENT

This STORM DRAIN EASEMENT ENCROACHMENT AGREEMENT (“Agreement”) is made and entered into as of _____, by and between SHAC 988 ECR Apartments LLC, a Delaware limited liability company (“Developer”), and the City of South San Francisco (“City”), a municipal corporation. City and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

WHEREAS, the City currently holds a Storm Drain Easement (hereinafter referred to as “Easement”) over, upon and across a vacated portion of Mission Road between El Camino Real and Chestnut Avenue on the developer’s property, the legal description for which is included below as **Exhibit A**. The Easement is more particularly described in **Exhibit B** and is as shown on the map entitled “Section West of Railroad of the Town of Baden, Part of Rancho Buri Buri, San Mateo Co. Cal.” filed in the office of the Recorder of the County of San Mateo, State of California, in Book 19 of Maps at Page 8.

WHEREAS, public storm drainage facilities have been constructed and installed in the Easement; and

WHEREAS, subsequent to the construction and installation of the public storm drainage facilities, Developer has requested permission from the City to build certain improvements including concrete retaining wall, curb/gutter, flatwork, and fencing, (“Private Improvements”) over, upon and across a portion of the Easement held by the City, as more particularly described on the plans attached hereto as **Exhibit C** to this Agreement; and

WHEREAS, to accommodate the needs of Developer, the City has considered allowing the Private Improvements to be constructed, subject to the terms and conditions of this Agreement including that upon demand by the City as set forth herein the Private Improvements be removed.

NOW, THEREFORE, the Parties hereby agree as follows:

Exhibit D - SD Agreement

AGREEMENT

1. Authorization to Encroach. The City hereby acknowledges and consents to the construction of the Private Improvements over, upon and across Easement and authorizes Developer to build and maintain the Private Improvements over, upon and across the Easement pursuant to the terms of this Agreement solely in the area depicted on Exhibit A. Developer shall repair any damage to the City's storm drain facilities damaged by or resulting from the installation, maintenance or use of Developer's Private Improvements. Repairs required to fully ameliorate any such damage and to restore the City's storm drain facilities shall be performed to the City's satisfaction upon demand made by the City to Developer and at sole cost of Developer.
2. Temporary Removal of Encroachment by Developer. Developer shall, upon written notice from the City, remove any or all of the Private Improvements over, upon and across the Easement within ten (10) days of such notice. All requests made to Developer by the City to remove the Private Improvements shall be made pursuant to a need of the City to use, service, repair, modify, and/or connect to the storm drain facilities located throughout the Easement, and/or to access the Easement for the purpose of accessing a connected easement, and/or to maintain and facilitate the flow of surface water for drainage purposes. After the City has completed its work, it will backfill the work area and restore the area to sub-grade level only. The City will then notify the Developer in writing that the encroachment may be reconstructed. The cost of such reconstruction shall be borne by the Developer.
3. Emergency. In a situation deemed to be an emergency in the sole discretion of the City, the Private Improvements may be removed without notice by the City and the Developer shall bear all costs of demolition, relocation and/or reconstruction from subgrade henceforth.
4. Destruction of Encroachment. In the event of destruction of the Private Improvements, Developer may apply for and shall be granted a building permit to reconstruct the Private Improvements destroyed in the Easement under the then existing building code regulations.
5. Failure to Remove. In the event the Developer fails to remove the Private Improvements when required by this Agreement, the City shall have the right to remove the Private Improvements and the Developer shall reimburse the City within thirty (30) days of notice thereof for the costs incurred in removing the Private Improvements.
6. Indemnification. Developer agrees to indemnify, defend and hold harmless the City of South San Francisco and its officers, employees and agents from any and all causes of action, damages, losses, liens, liabilities expenses or claims whatsoever arising out of the construction of the Private Improvements over, upon and across the Easement and the resulting encroachment thereon. Any removal costs incurred by the Developer relating to the construction and existence of the Private Improvements shall be borne at no cost to the City. Developer waives and releases all rights, causes of action or claimed against the City based on the construction of the Private Improvements over, upon and across the Easement and the resulting encroachment thereon.

Exhibit D - SD Agreement

7. Insurance. Developer shall take out and maintain during the life of this Agreement, and shall furnish City concurrently with the execution hereof, satisfactory evidence of, the following policies of insurance:

(a) Worker's Compensation and Employers' Liability Insurance in the statutory coverage.

(b) Commercial General Liability Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

(c) Automobile Liability (Code 1) Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(d) Contractual Liability Insurance: Developer shall take out and maintain during the life of this Agreement an insurance policy in the amount of at least TWO MILLION DOLLARS (\$2,000,000), insuring Developer against damages sustained as a result of any action or actions at law or in equity, any claims or demands brought as a result of any breach or alleged breach of any contract, or provisions thereof, and/or as a result of any contractual liability, or alleged contractual liability arising out of any contract entered into by Developer and/or any of its agents or employees in order to perform the work defined herein.

(e) The insurance required by Subsections (b), (c) and (d) shall be in an aggregate amount of not less than Five Million Dollars (\$5,000,000) and shall be extended to include as additional insureds the City of South San Francisco, its officers, employees and agents, with respect to operations performed by the Developer as described herein. Evidence of the insurance described above shall be provided to City upon execution of this Agreement and shall be subject to approval by the City Attorney as to form, amount and carrier. The policy of insurance shall also contain a provision indicating that such insurance shall not be reduced or canceled except upon thirty (30) days written notice to City.

8. Perpetual Obligation. This Agreement shall be binding upon all owners, successors, and assigns taking title to the Property after the execution of this Agreement, and this Agreement shall run in perpetuity with the land.

9. Recording. This Agreement shall be recorded in the public records of San Mateo County, California by the Developer and Developer shall pay any costs incurred by such recording.

10. Breach. In the event that Developer breaches this Agreement and Developer does not cure or commence the cure of such breach within thirty (30) days after notice thereof, the City shall have the following remedies: (a) all remedies provided for by California law; (b) money damages for any and all damages caused by the breach; (c) injunctive relief necessary to protect the health, safety and welfare of the citizens of South San Francisco; (d) attorney's fees incurred

Exhibit D - SD Agreement

by the City as a result of the breach; and (e) litigation expenses and court costs incurred by the City as a result of the breach.

11. Notices. All notices herein required shall be in writing, and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Clerk
City of South San Francisco
P.O. Box 711
South San Francisco, CA 94083

Notices required to be given to Developer shall be addressed as follows:

SHAC 988 ECR Apartments
3000 Executive Parkway, Suite 450
San Ramon, CA 94583
ATTN: COO

Copy to:
SHAC 988 ECR Apartments
777 California Avenue
Palo Alto, CA 94304
ATTN: General Counsel

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

12. Parties Obligated. Developer agrees that this Agreement shall bind Developer and Developer's successors in interest, heirs and assigns. Developer agrees that whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, the Property shall be subject to this Agreement which shall apply to, bind and be obligatory to all subsequent owners of the Property.

13. Governing Law. The laws of the State of California shall govern this Agreement and all claims, proceedings, disputes, and lawsuits related to this Agreement shall be venued in the state or federal courts encompassing the City of South San Francisco.

14. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one

Exhibit D - SD Agreement

such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

16. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

17. Knowing and Voluntary Execution. Both parties to this Agreement have had the opportunity to be advised by and to have this Agreement reviewed by legal counsel of their choosing.

18. Liens Not Impaired. No breach of the covenants or terms of this Agreement or any enforcement thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, now or hereafter executed upon the Property or any portion thereof. None of the covenants or terms of this Agreement shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that any such covenant or term shall be binding upon and effective against the owner of the Property or any portion thereof whose title to the Property or such portion thereof is acquired by foreclosure, trustee's sale or otherwise.

[signatures on the following page]

Exhibit D - SD Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: _____
Charles M. Futrell, City Manager

SHAC 988 ECR Apartments LLC,
a Delaware limited liability company

By: SHAC 988 ECR Apartments Venture LLC,
a Delaware limited liability company, its manager

By: SHAC 988 ECR Apartments Member LLC
a Delaware limited liability company, its manager

By: SummerHill Apartment Communities,
A California corporation, its managing member

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit D - SD Agreement

EXHIBIT A

Legal Description

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

LEGAL DESCRIPTION

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

PARCEL ONE:

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN LANDS FORMERLY OF JAMES L. FLOOD AND THE LANDS OF THE UNITED RAILROAD RIGHT-OF WAY DISTANT THEREON SOUTH 55° 30' EAST 215.23 FEET FROM THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN PARCEL 2 IN DEED FOR HIGHWAY PURPOSES FROM JAMES L. FLOOD TO COUNTY OF SAN MATEO, DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN BOOK 225 OF DEEDS AT PAGE 14, RECORDS OF SAN MATEO COUNTY, CALIFORNIA; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID DIVIDING LINE SOUTH 55° 30' EAST 193.77 FEET; THENCE SOUTH 47° 20' WEST 68.60 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE STATE HIGHWAY (NOW EL CAMINO REAL); THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 3033 FEET, A CENTRAL ANGLE OF 3° 11' 49", AN ARC DISTANCE OF 169.23 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, AT WHICH POINT THE RADIAL BEARING BEARS SOUTH 44° 36' 58" WEST; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF CHESTNUT AVENUE, TANGENT TO THE PROCEEDING COURSE, ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 20 FEET, A CENTRAL ANGLE OF 102° 06' 02", AN ARC DISTANCE OF 35.64 FEET AND NORTH 56° 43' EAST 5.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION IN THAT CERTAIN DEED OF DEDICATION RECORDED SEPTEMBER 19, 1955 IN BOOK 2878, PAGE 166 OF OFFICIAL RECORDS.

PARCEL TWO:

PORTIONS OF PARCELS 5 AND 6, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1 AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1 IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF PARCEL D-3106-4C DESCRIBED IN EXHIBIT A-15 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY RECORDS; THENCE THROUGH THE FOLLOWING NUMBERED COURSES:

- 1) NORTH 54° 47' 38" WEST FOR 362.58 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 3859.53 FEET,
- 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 39' 27" FOR AN ARC LENGTH OF 44.29 FEET TO THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE, 112 FEET WIDE,

Exhibit D - SD Agreement

- 3) SOUTH 57° 58' 43" WEST ALONG SAID AVENUE FOR 91.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3944.52 FEET FROM WHICH THE RADIUS POINT BEARS NORTH 36° 21' 52" EAST, 4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 09' 30" FOR AN ARC LENGTH OF 79.75 FEET,
- 5) SOUTH 54° 47' 38" EAST FOR 175.96 FEET TO THE FORMER CENTERLINE OF MISSION ROAD,
- 6) SOUTH 21° 23' 10" EAST ALONG SAID LINE FOR 9.08 FEET,
- 7) SOUTH 54° 47' 38" EAST FOR 179.03 FEET TO THE NORTHWESTERLY LINE OF PARCEL D-3108-4 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION,
- 8) NORTH 35° 12' 22" EAST ALONG SAID PARCEL AND ALONG SAID PARCEL D-3106-4C FOR 89.99 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP OF LANDS OF GIGLI AND LANDS OF PETROCCHI SOUTH SAN FRANCISCO, CALIFORNIA", RECORDED IN DECEMBER 20, 1983 IN THE OFFICIAL RECORDS OF THE COUNTY RECORDER, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, IN BOOK 54 OF PARCEL MAPS, AT PAGES 15 AND 16.

PARCEL FOUR:

BEING PORTIONS OF EL CAMINO REAL AND MISSION ROAD AS EXISTING ON DECEMBER 31, 1983 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING FOR REFERENCE ON THE CENTER LINE OF MISSION ROAD (66 FEET WIDE) AT THE INTERSECTION THEREOF WITH THE SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, BLOCK 1, AS SAID ROAD, LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "SECTION, WEST OF RAILROAD, OF THE TOWN OF BADEN, PART OF RANCHO BURI BURI, SAN MATEO CO., CAL.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON NOVEMBER 30, 1891, IN BOOK "E" OF MAPS, AT PAGE 62; THENCE ALONG SAID SOUTHWESTERLY PROLONGATION OF THE LINE DIVIDING LOTS 39 AND 40, SOUTH 63° 38' 30" WEST, 38.65 FEET TO THE NORTHEASTERLY LINE OF THE STATE HIGHWAY, KNOWN AS EL CAMINO REAL AND THE TRUE POINT OF COMMENCEMENT; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 40° 36' 30" WEST, 12.17 FEET; THENCE SOUTH 83° 14' 30" WEST 13.00 FEET; THENCE, FROM A TANGENT THAT BEARS SOUTH 38° 13' 19" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3033.00 FEET, THROUGH AN ANGLE OF 0° 18' 42", AN ARC DISTANCE OF 16.50 FEET TO SAID PROLONGATION OF LINE BETWEEN LOTS 39 AND 40; THENCE ALONG SAID PROLONGATION NORTH 63° 38' 30" EAST, 11.89 FEET TO THE TRUE POINT OF COMMENCEMENT.

PARCEL FIVE:

SO MUCH OF THE HEREIN DESCRIBED PARCEL "A" AS LIES WITHIN THE HEREIN DESCRIBED PARCEL "B"

PARCEL "A":

ALL THAT REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY THAT CERTAIN PARCEL CONVEYED BY JAMES L. FLOOD, ET AL, TO JOHN FLOURNOY, BY DEED DATED NOVEMBER 2, 1900 AND RECORDED DECEMBER 13, 1900 IN BOOK 88 OF DEEDS AT PAGE 219 (MARKET STREET RAILWAY LINE); ON THE NORTHWEST BY THE SOUTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED BY ALVINA M. BORTIS TO KAISER FOUNDATION HOSPITALS BY DEED DATED SEPTEMBER 12, 1966 AND RECORDED SEPTEMBER 14, 1966 IN BOOK 5214 OF OFFICIAL RECORDS AT PAGE 708 (FILE NO. 95676-Z), RECORDS OF SAN MATEO COUNTY, CALIFORNIA; AND ON THE SOUTHWEST BY THAT CERTAIN PARCEL OF LAND CONVEYED BY JAMES L.

Exhibit D - SD Agreement

FLOOD, TO COUNTY OF SAN MATEO BY DEED DATED MARCH 10, 1913 AND RECORDED MAY 19, 1913 IN BOOK 225 OF DEEDS AT PAGE 14 (EL CAMINO REAL).

PARCEL "B":

A PORTION OF PARCEL 24 AS SET FORTH IN DEED FROM SPRING VALLEY WATER COMPANY, A CORPORATION, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED MARCH 3, 1930 AND RECORDED MARCH 3, 1930 IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1, RECORDS OF SAN MATEO COUNTY, CALIFORNIA, AND A PORTION OF THE LANDS CONVEYED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO BY THAT CERTAIN DEED RECORDED SEPTEMBER 29, 1944 IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1, SAN MATEO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

THAT PORTION OF SAID ABOVE LANDS WHICH IS BOUNDED NORTHEASTERLY BY THE NORTHWESTERLY LINE OF OLD MISSION ROAD; BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF THE LANDS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM FLOOD REALTY COMPANY, A CORPORATION, TO EMILIO A. PETROCCHI, ET AL, RECORDED JANUARY 22, 1954 IN BOOK 2527 OF OFFICIAL RECORDS AT PAGE 491, SAN MATEO COUNTY, CALIFORNIA; (FILE NO. 31864-L); AND BOUNDED NORTHWESTERLY BY THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF CHESTNUT AVENUE EXTENSION AS ESTABLISHED BY DEED TO THE CITY OF SOUTH SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED FEBRUARY 8, 1971 IN BOOK 5892 OF OFFICIAL RECORDS AT PAGE 452, SAN MATEO COUNTY, CALIFORNIA (FILE NO. 80162-AD).

APN: 011-325-030 (Affects Parcel One)
011-325-070 (Affects Parcels Two and Five)
014-011-260 (Affects Parcel Three)
014-011-280 (Affects Parcel Four)

JPN:
011-032-325-03A
093-033-331-04A

014-001-011-01.01A, 11.02A, 13.01A and 15A

014-001-011-17A

Exhibit D - SD Agreement

EXHIBIT B

City's Storm Drain Easement

[SEE ATTACHED]

Exhibit D - SD Agreement

City of South San Francisco

P.O. Box 711 94080

So. San Francisco RESOLUTION NO. 133-83

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

**A RESOLUTION ORDERING THE VACATION OF
A PORTION OF MISSION ROAD BETWEEN EL
CAMINO REAL AND CHESTNUT AVENUE**

BE IT RESOLVED by the City Council of the City of South San Francisco
as follows:

1. The City Council on the 17th day of August, 1983,
adopted Resolution No. 108-83, entitled "A Resolution of Intention to Vacate
a Portion of Mission Road Between El Camino Real and Chestnut Avenue"

which Resolution recited that the proceedings were undertaken pursuant to the
Street Vacation Act of 1951 (commencing with Section 8300 of the Streets and
Highways Code) and which Resolution of Intention was duly published as required
by law, and notices of hearing were duly posted in the time, manner and form
provided by law, all as appears from the affidavit of publication and the affi-
davit of posting on file in the office of the City Clerk of said City.

2. Wednesday, the 21st day of September, 1983 at
the hour of 7:30 p.m. in the Community Room of the Municipal Services Building,
33 Arroyo Drive, South San Francisco, California, was fixed in said Resolution
of Intention as the time and place when and where any and all persons interested
in, or having any objections to, said proposed vacation, were to appear before
said Council and be heard.

3. No objections of any kind or character have been or were made or
filed against vacation.

RECORDER'S OFFICE SAN MATEO COUNTY

5310181

Exhibit D - SD Agreement

RECORDER'S OFFICE SAN MATEO COUNTY

83105481

4. The City Council finds that the street right-of-way which is described in said Resolution of Intention and which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein as though set forth verbatim (hereinafter the "Street Right-of-Way"), is unnecessary for present or prospective public use except for the reservation of certain Public Service Easements as defined in Section 8306 of the Streets and Highways Code each of which are more particularly described in Exhibits "B," "C" and "D" attached hereto and by this reference incorporated herein as though set forth verbatim.

5. The Street Right-of-Way is hereby ordered vacated except for the reservation of the Public Services Easements as defined in Section 8306 of the Streets and Highways Code and as more particularly described in Exhibits "B," "C" and "D" attached hereto and previously incorporated herein by reference.

6. The City Clerk shall cause a certified copy of this Resolution and order, attested under the seal of the City, to be recorded in the office of the Recorder of the County of San Mateo.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 21st day of September, 1983, by the following vote:

AYES: Councilmembers Ronald G. Acosta, Mark N. Addiego, Emanuele N. Damonte, Gus Nicolopoulos; and Roberta Cerri Teglia

NOES: None

ABSENT: None

ATTEST: /s/ Barbara A. Battaya
City Clerk

STATE OF CALIFORNIA } ss.
COUNTY OF SAN MATEO

I, Barbara A. Battaya, City Clerk of the city of South San Francisco, County of San Mateo, State of California, an ex-officio Clerk of the City Council thereof, do hereby certify that the above and foregoing is a full, true and correct copy of

RESOLUTION NO. 133-83

the original of which is on file in my office and that I have carefully compared the same with the original.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the City of South San Francisco this 23rd day of Sept, 83.

BARBARA A. BATTAYA
City Clerk and ex-officio Clerk of the City Council of the City of South San Francisco

By: Barbara A. Battaya
Deputy City Clerk

2

83105481

RECORDED AT REQUEST OF

City of South San Francisco
SEP 28 10 36 AM 1983

RF	/
LN	/
MF	/
IW	/

MARYM CHURCH, RECORDER
SAN MATEO COUNTY
OFFICIAL RECORDS

Exhibit D - SD Agreement

EXHIBIT "D"
TO RESOLUTION NO. 133-83
LEGAL DESCRIPTION

STORM DRAINAGE EASEMENT

An Easement, 20 feet in width, for the purpose of installing, constructing, maintaining, repairing and protecting storm drainage facilities and their appurtenances in the City of South San Francisco, County of San Mateo, State of California, being a portion of Mission Road, as shown upon the map entitled "SECTION WEST OF RAILROAD OF THE TOWN OF BADEN, PART OF RANCHO BURI BURI, SAN MATEO CO. CAL." filed in the office of the Recorder of the County of San Mateo, State of California, in Book 19 of Maps at Page 8, the centerline of which is more particularly described as follows:

Commencing on the northeasterly line on Mission Road (66 feet wide) at the corner common to Lots 40 and 41 of Block 1, as said road, Lots and Block are shown on said Map; thence along said northeasterly line South 21° 08' 46" East 35.00 feet to the True Point of Beginning of the centerline of the 20-foot strip of land being described herein; thence South 76° 33' 09" West 66.60 feet to the southwesterly line of Mission Road and terminus of the centerline being described.

The side lines of the 20-foot strip being shortened or lengthened to terminate at the northeasterly or southwesterly lines of Mission Road; said 20-foot strip intended to include all of the 12' x 8' reinforced concrete box culvert constructed by the County of San Mateo, and within the above described easement, as same existed in July, 1983.

Approved: _____

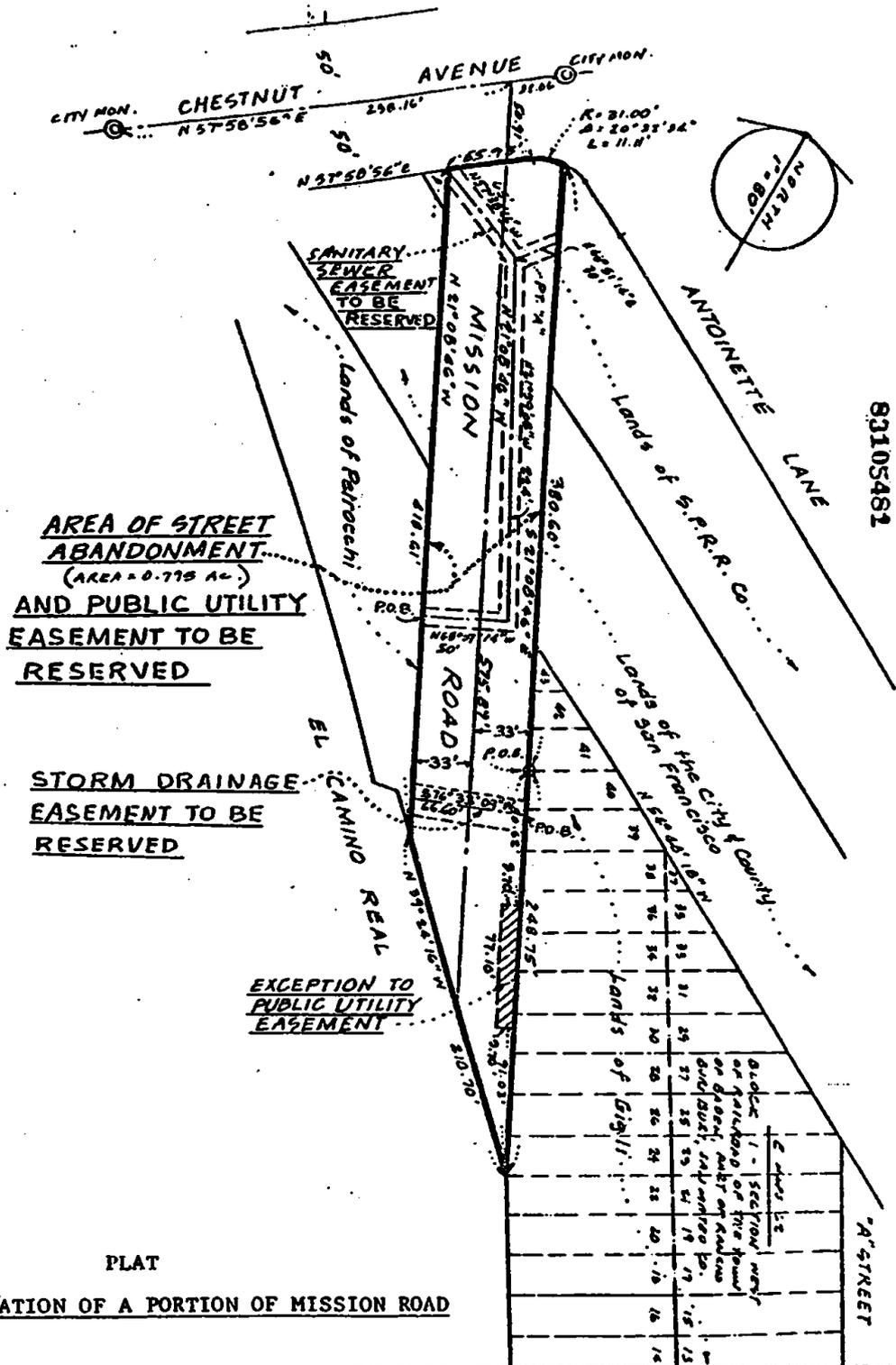
h. f. s.
City Engineer

RECORDER'S OFFICE SAN MATEO COUNTY

83105481

Exhibit D - SD Agreement

RECORDER'S OFFICE SAN MATEO COUNTY



83105461

"A" STREET

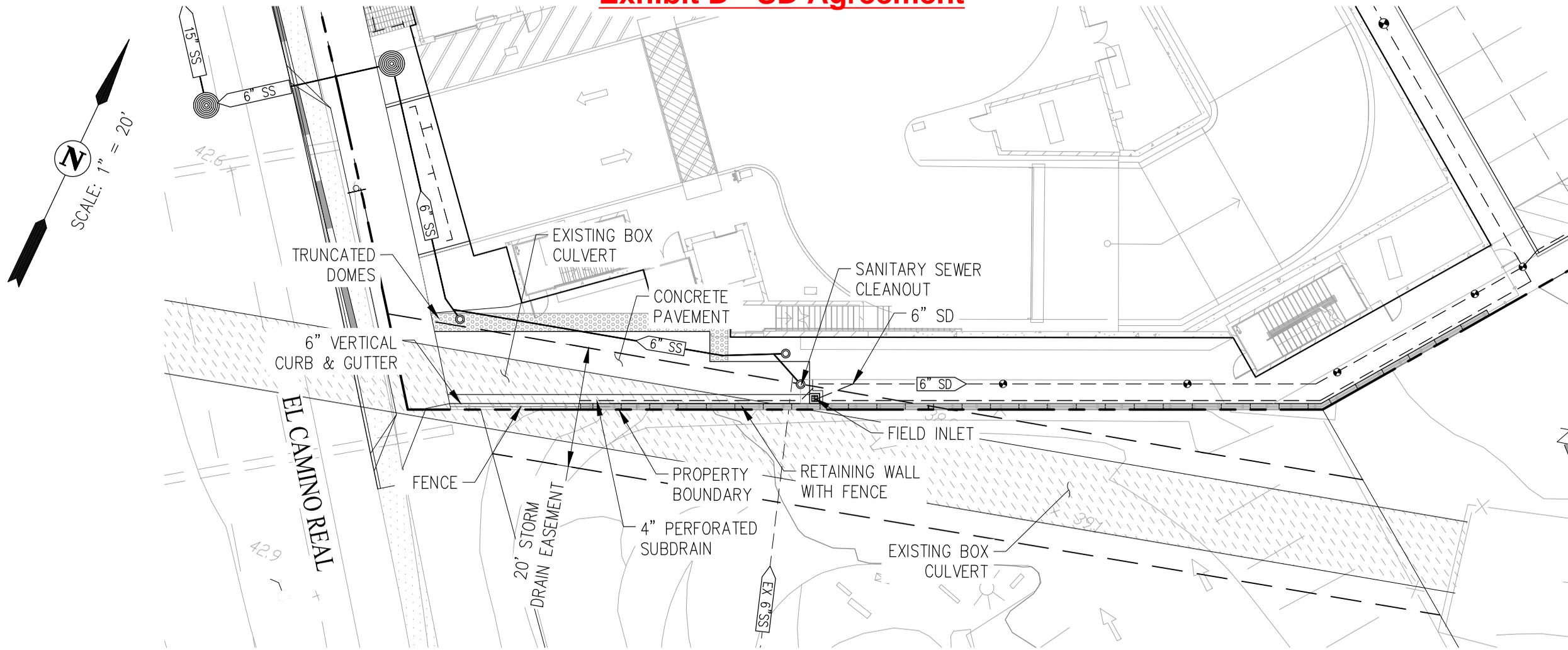
Exhibit D - SD Agreement

EXHIBIT C

Description of Proposed Private Improvements

[SEE ATTACHED]

Exhibit D - SD Agreement



LEGEND

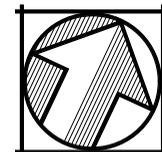
	BOX CULVERT		RETAINING WALL WITH FENCE
	PROPERTY BOUNDARY		SANITARY SEWER CLEANOUT
	STORM DRAIN EASEMENT		FIELD INLET

EXHIBIT C

988 EL CAMINO REAL

CITY OF SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

DATE: AUGUST 16, 2019 SCALE: 1"=20'



SAN RAMON (925) 866-0322
 SACRAMENTO (916) 375-1877
 WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS