

ATTACHMENT 2 - NEW SEWER EASEMENT

2022-039448 CONF

10:29 am 05/11/22 ES Fee: NO FEE

Count of pages 12

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



Recording requested by

CITY OF SOUTH SAN FRANCISCO

When Recorded Mail To:

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

Exempt from recording fees pursuant to
Government Code sections 6103 and 27383

GRANT OF SEWER EASEMENT

THE GRANTOR, **US 180 EL CAMINO OWNER, LLC**, a Delaware limited liability company, is the owner of that certain real property, consisting of approximately 14.5 acres of land situated in the City of South San Francisco, County of San Mateo, State of California, and more particularly described in Exhibit "A" attached hereto ("**Grantor Property**"). GRANTOR, hereby grants to **THE CITY OF SOUTH SAN FRANCISCO**, a public entity and a California municipal corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement (the "**Easement**") to use, maintain, operate, alter, improve, repair, replace, and/or remove a sewer lateral pipeline and sewer main in, under, and along the Grantor Property, described as follows and subject to the terms and conditions of this Grant of Sewer Easement:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN (the "Easement Area")

GRANTOR further grants to GRANTEE the right of ingress to and egress from said Easement Area for the purposes of constructing, installing and using new sewer lines to be located within the Easement as described above, including operation, maintenance, repair and replacement, over and across said lands, by such reasonable routes as directed by GRANTOR from time to time, at all times in locations and in such a manner that does not damage or destroy GRANTOR'S properties or interfere with the development, construction or use of or upon the Grantor Property by GRANTOR or its lessees or licensees. In no event shall GRANTEE, its agents, employees or contractors, restrict or block ingress or egress to or from the Grantor Property without written consent from GRANTOR. GRANTEE shall work with GRANTOR to prevent to the greatest extent feasible any interference with ingress or egress to and from the Grantor Property from a public street in connection with GRANTEE's use of the Easement Area.

GRANTEE agrees to repair in accordance with applicable City of South San Francisco standards or compensate any damage to buildings, structures, hardscape (including driveways, sidewalks, curbs and comparable improvements), parking areas and landscaping caused by GRANTEE, its officers, agents, employees or representatives during the course of accessing the Easement Area.

GRANTOR reserves the right to use the Easement Area for purposes which will not disturb, impede, damage or destroy the sewer facilities in the Easement Area and which will not interfere with GRANTEE'S full enjoyment of the uses and rights hereby granted. GRANTEE accepts the Easement granted hereby with the knowledge that GRANTOR intends to improve the surface of the Easement and use the same for motor vehicle travel, pedestrian access, landscaping and related purposes and GRANTOR shall have the right to conduct such work including, without limitation, paving, landscaping, sealing and striping, without GRANTEE's consent or restrictions so long as such work does not interfere with or disturb GRANTEE's use of the Easement Area as granted herein. GRANTOR shall not construct any building, structure, improvements or other features in the Easement Area other than the uses described in this paragraph. GRANTEE shall keep the Easement Area free and clear of debris, construction storage or staging, and hazardous conditions at all times during the use of or access to the Easement Area as described herein.

GRANTEE shall indemnify, defend and hold harmless GRANTOR, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities and damages, including payment of reasonable attorneys' fees, arising out of or resulting from the use of the Easement Area or breach of this Grant of Easement by GRANTEE or its officers, agents, employees, and contractors or that are caused by any negligent or willful act or omission of GRANTEE, or its officers, agents, employees, or contractors.

GRANTOR shall indemnify, defend and hold harmless GRANTEE, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities and damages, including payment of reasonable attorneys' fees, arising out of or resulting from the use of the easement area or breach of this Grant of Easement by GRANTOR or its officers, agents, employees, and contractors or that are caused by any negligent or willful act or omission of GRANTOR, or its officers, agents, employees, or contractors.

The terms hereof shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto. As used herein, the term "GRANTOR" shall include all subsequent owners of the land subject to the Easement granted hereby. The terms hereof shall run with GRANTEE's Easement Area. As used herein, the term "GRANTEE" shall include all subsequent owners of the easement in gross granted hereby.

That GRANTOR covenants that GRANTOR has good right and title to grant the foregoing Easement, and that GRANTOR and its successors and assigns shall warrant and defend the same unto GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by GRANTOR and GRANTEE, or their successors or assigns as applicable.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, GRANTOR has executed these presents this 4th day of May, 2022, and GRANTEE by its acceptance below confirms and agrees to be bound by the terms of this Grant of Easement.

GRANTOR: **US 180 El Camino Owner, LLC,**
a Delaware limited liability company

By: US 180 El Camino Venture, LLC,
a Delaware limited liability company,
as sole member

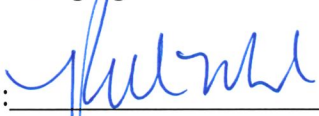
By: US 180 El Camino Manager LLC,
a Delaware limited liability company,
as Administrative Manager

By: SW El Camino GP, LLC,
a Delaware limited liability company,
as Administrative Manager

By: SW El Camino Investments, LLC,
a Delaware limited liability company,
its managing member

By: SW El Camino Associates, LLC,
A Delaware limited liability company
its sole member

By: SteelWave, LLC,
a Delaware limited liability
company,
its managing member

By: 
Name: Rick Wada
Title: Vice President

Date: May 4, 2022

[NOTARY ACKNOWLEDGEMENT ON NEXT PAGE]

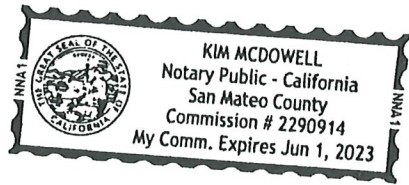
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN MATEO)

On May 4, 2022, before me, KIM MCDOWELL, a Notary Public, personally appeared RICK WADA, 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 *Kim McDowell*

EXHIBIT A
GRANTOR PROPERTY

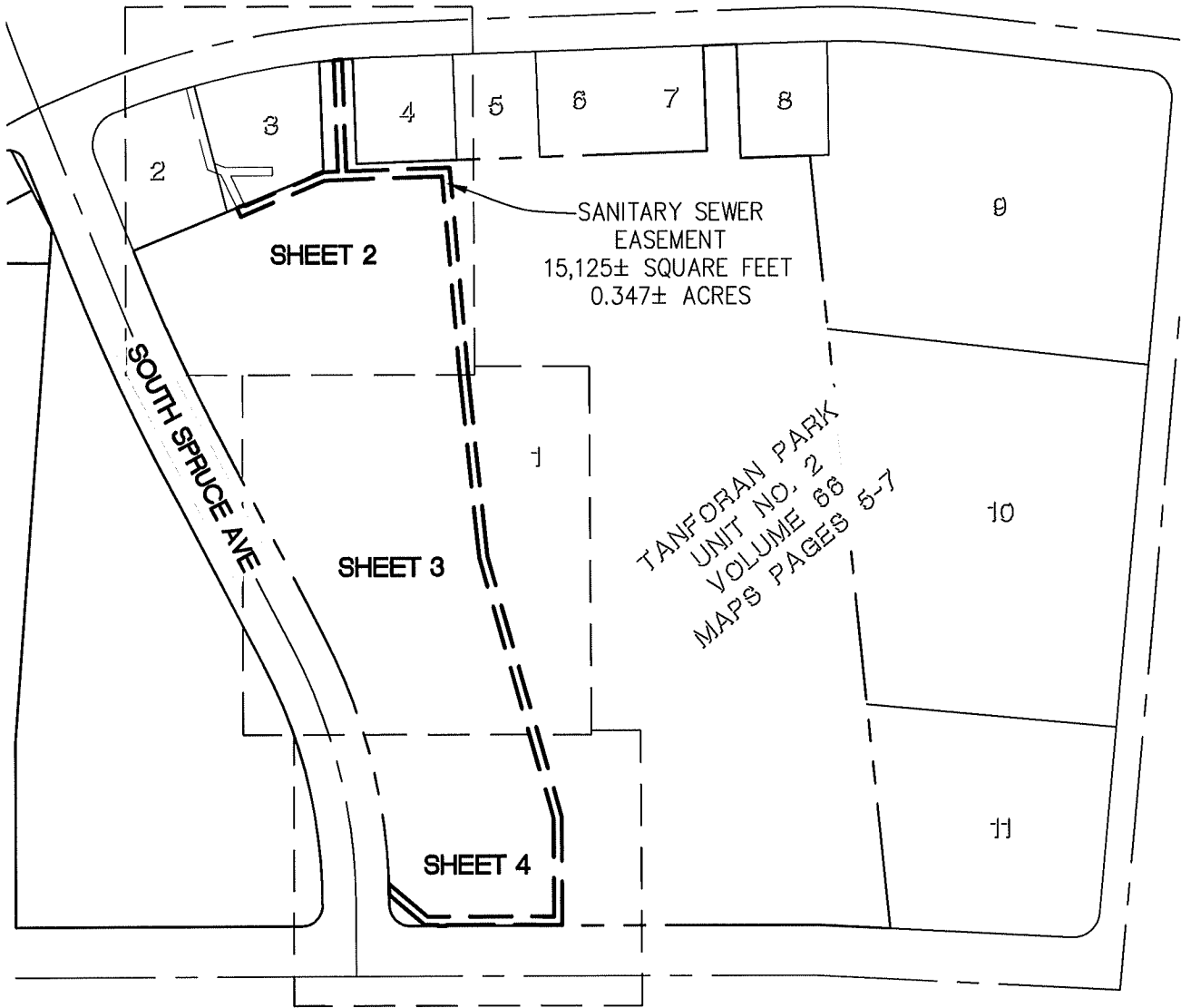
Real property in the City of South San Francisco, County of San Mateo, State of California, described as follows:
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING LOT 1, BLOCK 2, AS DESIGNATED ON THE MAP ENTITLED, "TANFORAN PARK, UNIT NO. 2," WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, JANUARY 5, 1967, IN BOOK 66 OF MAPS AT PAGES 5, 6, AND 7, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, SAID CORNER BEING A POINT IN THE NORTHEASTERLY LINE OF EL CAMINO REAL AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 27° 54' 38" WEST, 86.78 FEET (NORTH 26° 38' 46" WEST, 86.94 FEET); THENCE NORTH 30° 47' 29" WEST, 488.12 FEET (NORTH 29° 31' 37" WEST); THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 46' 45" AN ARC LENGTH OF 39.17 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH SPRUCE AVENUE AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 58°59' 16" EAST, 4.90 FEET (NORTH 60° 15' 08" EAST); THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 689.75 FEET, THROUGH A CENTRAL ANGLE OF 27° 31' 15" AN ARC LENGTH OF 331.31 FEET (R OF 689.95 FEET, CENTRAL ANGLE OF 27° 30' 30", L OF 331.25 FEET); THENCE NORTH 31° 28' 01" EAST, 272.47 FEET (NORTH 32° 44' 38" EAST, 272.47 FEET); THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1961.99 FEET, THROUGH A CENTRAL ANGLE OF 5° 32'44", AN ARC LENGTH OF 189.90 FEET (R OF 1959.86 FEET, CENTRAL ANGLE OF 5° 32' 02", L OF 189.29 FEET); THENCE NORTH 37° 00' 45" EAST, 45.82 FEET (NORTH 38° 16' 40" EAST, 46.42 FEET); THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 52° 59' 15" EAST, 232.76 FEET (SOUTH 51° 43' 20" EAST); THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1999.86 FEET, THROUGH A CENTRAL ANGLE OF 0° 22' 21", AN ARC LENGTH OF 13.00 FEET (CENTRAL ANGLE OF 0° 22' 22", L OF 13.01 FEET); THENCE NORTH 57° 19' 24" EAST, 130.66 FEET (NORTH 58° 35' 52" EAST, 130.53 FEET) TO A POINT IN THE SOUTHWESTERLY LINE OF HUNTINGTON AVENUE AS SHOWN ON SAID MAP; THENCE ALONG SAID SOUTHWESTERLY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 959.93 FEET, CONCAVE TO THE SOUTHWEST, WHOSE CENTER BEARS SOUTH 53° 05' 43" WEST, THROUGH A CENTRAL ANGLE OF 2° 23' 28", AN ARC LENGTH OF 40.06 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 57° 19' 24" WEST, 124.49 FEET (SOUTH 58° 35'52" WEST, 124.50 FEET); THENCE SOUTH 32° 40' 36" EAST, 419.97 FEET (SOUTH 31° 24' 08" EAST, 419.97 FEET); THENCE NORTH 57° 19' 24" EAST, 124.99 FEET (NORTH 58° 35' 52" EAST) TO A POINT IN SAID SOUTHWESTERLY LINE OF HUNTINGTON AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 32° 40' 36" EAST, 40.00 FEET (SOUTH 31° 24' 08" EAST); THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 57° 19' 24" WEST, 134.99 FEET (SOUTH 58° 35' 52" WEST); THENCE SOUTH 32° 40' 36" EAST, 82.92 FEET (SOUTH 31° 24' 08" EAST); THENCE SOUTH 53° 25' 00" WEST, 923.20 FEET (SOUTH 54° 40' 52" WEST, 922.99 FEET) TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCEL IS NORTH 58° 59' 16" EAST ALONG THE CENTER LINE OF SOUTH SPRUCE AVENUE AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK "6" OF LICENSED LAND SURVEYORS MAPS AT PAGE 77, SAN MATEO COUNTY RECORDS.

APN: 014-183-110
JPN: 014-018-183-11A

EXHIBIT B
LEGAL/EASEMENT DESCRIPTION/MAP OF EASEMENT

HUNTINGTON AVENUE



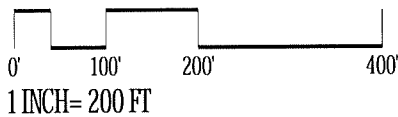
SANITARY SEWER EASEMENT
15,125± SQUARE FEET
0.347± ACRES

SOUTH SPRUCE AVE

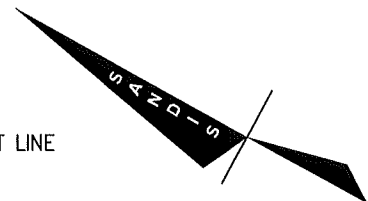
TANFORAN PARK
UNIT NO. 2
VOLUME 68
MAPS PAGES 5-7

EL CAMINO REAL

LEGEND



- PROPOSED EASEMENT LINE
- PARCEL LINE
- CENTER LINE



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

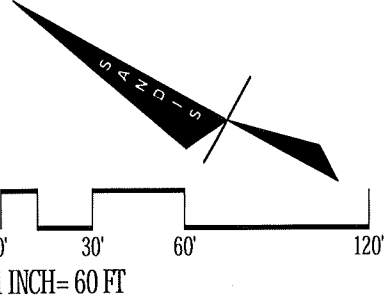
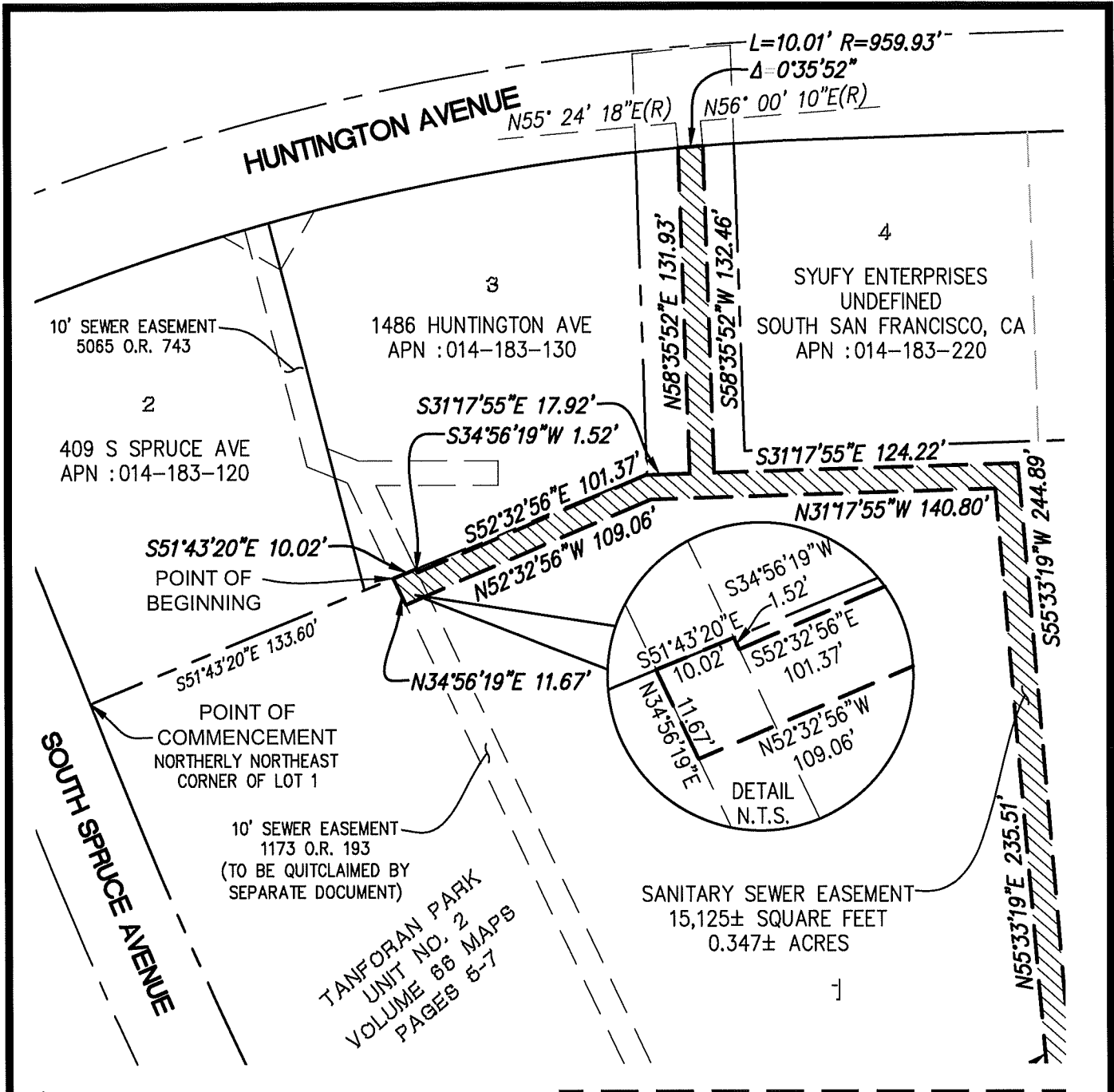


build on.
sandis.net

DATE: 02/23/2022
 SCALE: 1"=200'
 BY: WAH
 PROJECT No.:
 221227

PROPOSED SANITARY
 SEWER EASEMENT
 180 EL CAMINO REAL
 SOUTH SAN FRANCISCO

SHEET
 1
 OF 4



MATCHLINE SEE SHEET 3

LEGEND

- EXISTING LOT LINE
- PARCEL LINE
- CENTER LINE
- PROPOSED EASEMENT

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B

 SANDIS	build on. <small>sandis.net</small>	DATE: 02/23/2022 SCALE: 1"=60' BY: WAH PROJECT No.: 221227	PROPOSED SANITARY SEWER EASEMENT 180 EL CAMINO REAL SOUTH SAN FRANCISCO	SHEET 2 OF 4
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MATCHLINE SEE SHEET 2

N55°33'19"E 235.51'

S55°33'19"W 244.89'

SANITARY SEWER EASEMENT
15,125± SQUARE FEET
0.347± ACRES

N54°32'42"E 220.95'

S54°32'42"W 219.98'

10' SEWER EASEMENT
1173 O.R. 193
(TO BE QUITCLAIMED BY
SEPARATE DOCUMENT)

SOUTH SPRUCE AVE





TANFORAN PARK
UNIT NO. 2
VOLUME 66 MAPS PAGES 5-7

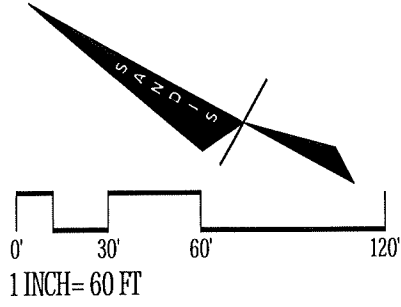
N44°32'30"E 320.98'

S44°32'30"W 321.51'

MATCHLINE SEE SHEET 4

LEGEND

-  EXISTING LOT LINE
-  PARCEL LINE
-  CENTER LINE
-  PROPOSED EASEMENT



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B



build on.
sandis.net

DATE: 02/23/2022
 SCALE: 1"=60'
 BY: WAH
 PROJECT No.:
 221227

PROPOSED SANITARY
 SEWER EASEMENT
 180 EL CAMINO REAL
 SOUTH SAN FRANCISCO

SHEET
3
 OF 4

MATCHLINE SEE SHEET 3

SOUTH SPRUCE AVE

TANFORAN PARK
UNIT NO. 2
VOLUME 68 MAPS PAGES 5-7

10' SEWER EASEMENT
1173 O.R. 193
(TO BE QUITCLAIMED BY
SEPARATE DOCUMENT)

SANITARY SEWER EASEMENT
15,125± SQUARE FEET
0.347± ACRES

$L=13.36'$ $R=689.95'$
 $\Delta=1'06''33''$

N31°27'04"W (R)

N30°20'30"W (R)

N10°37'53"E 55.30'

S10°37'53"W 60.51'

S29°22'48"E 151.63'

N60°30'23"E 116.86'

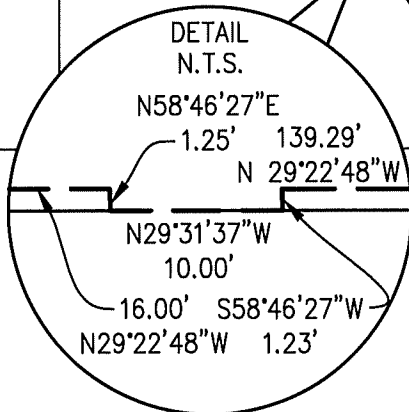
S60°30'23"W 128.28'

N29°22'48"W 139.29'

S58°46'27"W 1.23'

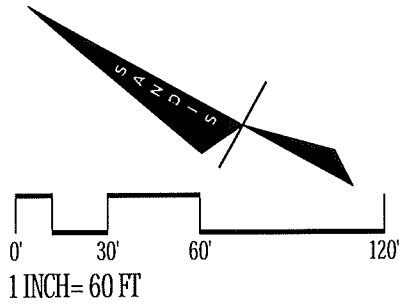
N29°31'37"W 10.00'

EL CAMINO REAL



LEGEND

- EXISTING LOT LINE
- PARCEL LINE
- CENTER LINE
- PROPOSED EASEMENT
- RADIAL



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B



build on.
sandis.net

DATE: 02/23/2022
SCALE: 1"=60'
BY: WAH
PROJECT No.:
221227

PROPOSED SANITARY
SEWER EASEMENT
180 EL CAMINO REAL
SOUTH SAN FRANCISCO

SHEET
4
OF 4

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Easement dated May 9, 2022 from the GRANTOR to the City of South San Francisco, is hereby accepted by order of its Resolution No. 45-83 adopted on 4/6/83, and the City of South San Francisco consents to recordation thereof by its duly authorized officer.

Dated: 5/9/2022

CITY OF SOUTH SAN FRANCISCO

By: [Signature]

Name: Mike Fritell
aka Charles Michael Fritrell
Title: City Manager

signature must be notarized for recordation

ATTEST:

[Signature]
CITY CLERK 5/9/2022

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

GENERAL 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 San Mateo)

On May 9, 2022, before me, Marie Ellen Patea, a Notary Public, personally appeared Charles Michael Fittred, 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 Marie Ellen Patea



5102059.1