


**COUNTY OF SAN MATEO
County Manager's Office**

DATE: March 22, 2001
Agenda Date: April 10, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager 

SUBJECT: Agreement for Purchase and Sale of Non-Exclusive Sewer Easement from the City and County of San Francisco, Unincorporated Redwood City (COP No. 2671)

Recommendation

Adopt a resolution authorizing the President of the Board of Supervisors to:

1. Execute an Agreement for Purchase and Sale of Non-Exclusive Easement.
2. Accept an Easement Agreement.
3. Approve a claim in the total amount of \$5000.

Background

Mr and Mrs. Argenti, owners of 703 Esther Lane in the unincorporated area of the County near Redwood City requested annexation to the Oak Knoll Sewer Maintenance District when their septic system failed. The owners were required to install new sewer lines and connect to an existing sewer line that is on City and County of San Francisco Water Department (SFWD) land. A Revocable Permit for the existing sewer line was issued to the County by SFWD in 1971. The connection to this sewer line required the County to acquire additional rights covering the area of the new sewer line.

Discussion

The Agreement for Purchase and Sale of Non-Exclusive Easement presented for your approval is with the City and County of San Francisco for a 290 square foot sewer easement.

The easement was valued at \$5,000 by the SFWD. Attempts to negotiate a lower purchase price were unsuccessful.

The Honorable Board of Supervisors
March 22, 2000
Page Two

Major conditions of the agreement are.

1. The County will pay \$5,000 for the purchase of the easement.
2. SFWD will execute an Easement Agreement upon payment of the purchase price.
3. The County accepts the property in an "As-Is" condition.
4. The County will maintain the sewer line

The resolution presented for your Board's adoption authorizes the President of the Board to execute a Certificate of Acceptance and the Easement Agreement after SFWD signs the Easement Agreement and delivers it to the County.

Fiscal Impact

The purchase price of \$5,000 will be paid by the Oak Knoll Sewer Maintenance District.

cc/enc: D. Penny Bennett, Deputy County Counsel
Milton Mares, Deputy County Counsel
cc: Neil Cullen, Director, Public Works Department
Attn: Susan Durling, Executive Secretary
Walter Callahan, Manager, Flood Control and Utilities Section,
Department of Public Works
Lynda Green, Manager, Real Property Services
Carolyn Hamilton, Real Property Agent, Real Property Services

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING PURCHASE OF A PUBLIC SEWER EASEMENT BY THE
COUNTY OF SAN MATEO AND EXECUTION OF AN AGREEMENT FOR PURCHASE
AND SALE OF NON-EXCLUSIVE SEWER EASEMENT FROM
THE CITY AND COUNTY OF SAN FRANCISCO
(C.O.P. No. 2671)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of

California, that

WHEREAS, it is necessary and desirable that the County of San Mateo purchase a non-exclusive public sewer easement from the City and County of San Francisco for the Oak Knoll Sewer Maintenance District; and

WHEREAS, an Agreement for Purchase and Sale of Non-Exclusive Easement providing therefore, pursuant to the terms and conditions therein stated, have been presented to this Board of Supervisors; and

WHEREAS, this Board has read and considered the same and has determined that it is necessary and desirable that the same be executed for and on behalf of the County of San Mateo:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED.

1. That the President of this Board of Supervisors be, and is hereby, authorized and directed to execute the aforementioned Agreement for Purchase and Sale of Non-Exclusive Easement and the signature of the Clerk of this Board shall attest to the signature thereto.
2. That the President of the Board of Supervisors be and is hereby authorized and

directed to execute an Easement Agreement upon delivery by the City and County of San Francisco and Certificate accepting conveyance of the easement.

3. That the claim in the amount of \$5,000 is approved

* * * * *

AGREEMENT FOR PURCHASE AND SALE OF NON-EXCLUSIVE EASEMENT

THIS AGREEMENT FOR THE PURCHASE AND SALE OF A PERMANENT NON-EXCLUSIVE EASEMENT (this Agreement) dated for reference purposes only as of January 8, 2000, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ('City or Seller'), acting by and through its Public Utilities Commission ("SFPUC"), and the COUNTY OF SAN MATEO, a public agency ("County" or "Buyer")

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES

A. City is the owner of an approximate 697 square foot plot of land (the "Parcel"), pursuant to that certain instrument recorded on October 24, 1922, in the official records of the County, Book 53, Page 416. The Parcel is located near Esther Lane and Hillcrest Drive, near Redwood City, in the Oak Knoll Manor District, being a portion of Lot 9, Block 23, in an unincorporated area of County. Parcel is known as Parcel Reference Number 2895 Bay Division Pipelines 1 and 2 and further described in Exhibit A attached hereto. It is under the jurisdiction of City's Public Utilities Commission (the "SFPUC").

B. City gave County a revocable permit to install and maintain a six inch sewer line to cross through the Parcel in December 1971. The line is illustrated in the San Francisco Water Department drawing B-3485 (see Exhibit B attached hereto)

C. City and SFPUC have agreed to sell, and County has agreed to purchase, a permanent non-exclusive public sewer easement for the maintenance of the six inch public sewer line ('Easement'). This sewer line runs parallel to and is located five feet west of the southeastern border of the Parcel. The Easement to be conveyed is located in the ten foot wide strip of land adjacent to the Parcel's easterly property line, an approximate 290 square feet of land, as further described in Exhibit C attached hereto.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Buyer hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **SALE AND PURCHASE.** Subject to the terms, covenants and conditions set forth herein, City agrees to sell to Buyer, and Buyer agrees to purchase from City, the Easement.
3. **PURCHASE PRICE.** The purchase price for the Easement is Five Thousand Dollars (\$5,000) (the Purchase Price'). On or before five (5) business days after the full execution of this Agreement, Buyer shall deposit the Purchase Price with City at the Real Estate Department at 25 Van Ness Avenue, Suite 400, San Francisco, CA 94102, Attn: Director of Property. Buyer

shall pay the Purchase Price in immediately available funds of lawful money of the United States of America

4. **AS IS CONDITION.** City makes no representation or warranty with respect to the environmental or any other condition of the Parcel, and Buyer shall rely on its own investigation and review of the Parcel for all matters including but not limited to its environmental condition. Buyer's Easement rights in the Parcel shall be subject to (a) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Parcel, and (b) all items of which Buyer has actual or constructive notice or knowledge. Buyer understands and agrees that the right, title and interest in the Easement shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. **BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING THE EASEMENT ON AN AS IS, WITH ALL FAULTS BASIS.** Buyer is relying solely on its independent investigation and not on any representations or warranties of any kind whatsoever, express or implied, from City or its Agents as to any matters concerning the Easement.

5. **RELEASE OF CITY.** Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City and its Agents, from any and all demands, claims, proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys fees and costs) (collectively, "Claims"), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Easement, including but not limited to the physical, geological or environmental condition of the Parcel, including the Easement area. In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE ABOVE RELEASES AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES

INITIALS OF BUYER _____

6. **CONVEYANCE OF EASEMENT.** Within five (5) business days after satisfaction of the conditions precedent set forth below in Section 7, City shall convey the Easement to Buyer by

execution and delivery to Buyer of an easement agreement in the form of Exhibit D attached hereto (the Easement Agreement)

7. CONDITIONS PRECEDENT. City's obligation to sell and convey the Easement to Buyer shall be conditioned upon the following: (a) Buyer shall have performed all of its obligations hereunder, including, without limitation, payment of the Purchase Price as set forth in Section 2 above, and all of Buyer's representations and warranties herein shall be true and correct, and (b) resolutions approving and authorizing the transactions contemplated hereby shall have been adopted by the SFPUC, by the City's Board of Supervisors and approved by the City's Mayor, and by the County's Board of Supervisors (the "Resolutions"), in their respective sole and absolute discretion. In the event any of the conditions precedent set forth above are not fulfilled or waived, this Agreement shall terminate without cost or liability to either party.

8. RISK OF LOSS. If the Parcel is condemned or taken by a governmental or quasi-governmental entity, then this Agreement shall terminate and be of no further force or effect without liability or penalty to City or Buyer.

9. BROKERS. The parties represent and warrant to each other that no broker or finder was involved in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection herewith. If any person brings a Claim for a commission or finder's fee, then the party through whom such person makes a Claim shall indemnify, defend, reimburse and hold the indemnitee harmless from and against, any and all such Claims.

10. GENERAL PROVISIONS.

10.1 Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by U.S. Express Mail or commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

City: Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Anthony J. DeLucchi,
Director of Property

Buyer: Real Property Division
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063
ATTN: Carolyn Hamilton

or such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

10.2 Authority of Buyer. Buyer represents and warrants to City that Buyer is a California public agency duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement is duly authorized, executed and delivered by Buyer, and constitutes the legal, valid and binding obligations of Buyer.

10.3 Tropical Hardwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

10.4 MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City also urges companies to do business with corporations that abide by the MacBride Principles. Buyer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.5 Miscellaneous. (a) As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party. (b) This Agreement may be amended or modified only by a writing signed by City and Buyer. (c) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Agreement. (d) This instrument, including the exhibits hereto all of which are incorporated herein, contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Accordingly, any rule of law (including California Civil Code Section 1654) that would require interpretation of any ambiguities against the drafting party is not applicable. (f) Time is of the essence in all matters relating to this Agreement. (g) This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code. (h) If Buyer consists of more than one person then the obligations of each person shall be joint and several. (i) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives, administrators and assigns. Neither party may assign its rights and obligations under this Agreement without the consent of the other party, not to be unreasonably withheld. (j) The indemnities and releases set forth herein shall survive the Closing Date or earlier termination of

this Agreement (k) No board, commission, member, officer, employee or agent of City shall be personally liable to Buyer, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Buyer under this Agreement No board, commission, member, officer, employee or agent of Buyer shall be personally liable to City, its successors and assigns, in the event of any default or breach by Buyer or for any amount which may become due to City under this Agreement. (l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument (m) In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys, consultants, and experts fees and costs. For purposes hereof, City shall be entitled to such fees and costs notwithstanding the use of its own attorneys (based upon the amounts charged by private attorneys in San Francisco with similar experience).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY

The parties have duly executed this Agreement as of the date first written below

BUYER
COUNTY OF SAN MATEO,
a public agency

By _____ Date _____

Its _____

CITY:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By _____ Date _____
Director of Property

RECOMMENDED

PUBLIC UTILITIES COMMISSION

By _____
General Manager

Resolution No. _____
Dated _____

APPROVED AS TO FORM

LOUISE H. RENNE, City Attorney

By _____
Deputy City Attorney

PROPERTY DESCRIPTION APPROVED

By Tony & Ducker LS 5777
Chief Surveyor, SFPUC

EXHIBIT A

Legal Description of Parcel

A parcel of land in the County of San Mateo, State of California, being a portion of Lot 9 in Block 23 as shown and designated on a map entitled, "Map of Oak Knoll Manor, Redwood City, San Mateo County, Calif.", which was filed in the office of the County Recorder of San Mateo County, May 10, 1916 in Book 10 of Maps, at pages 4 to 11, said parcel being described as follows:

BEGINNING at a point in the southeasterly line of said Lot 9, distant south 57 degrees 18 minutes west 70.64 feet along said southeasterly line of Lot 9 from the most easterly corner of Lot 9. Thence south 57 degrees 18 minutes west 29.65 feet along the southeasterly line of Lot 9; thence north 46 degrees 41 minutes west 47.37 feet; thence south 80 degrees 21 minutes 20 seconds east 53.18 feet to the point of beginning.

EXHIBIT B
Drawing of Sewer Line

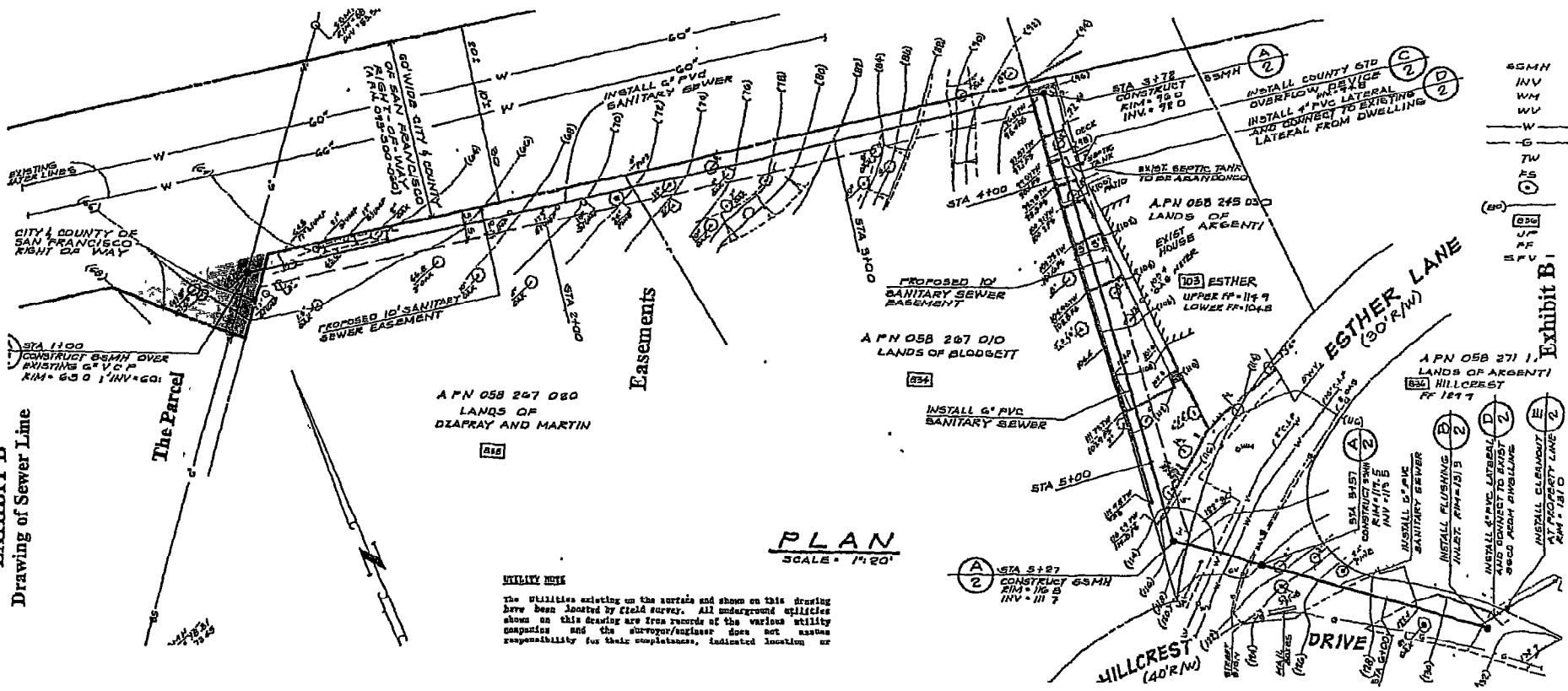
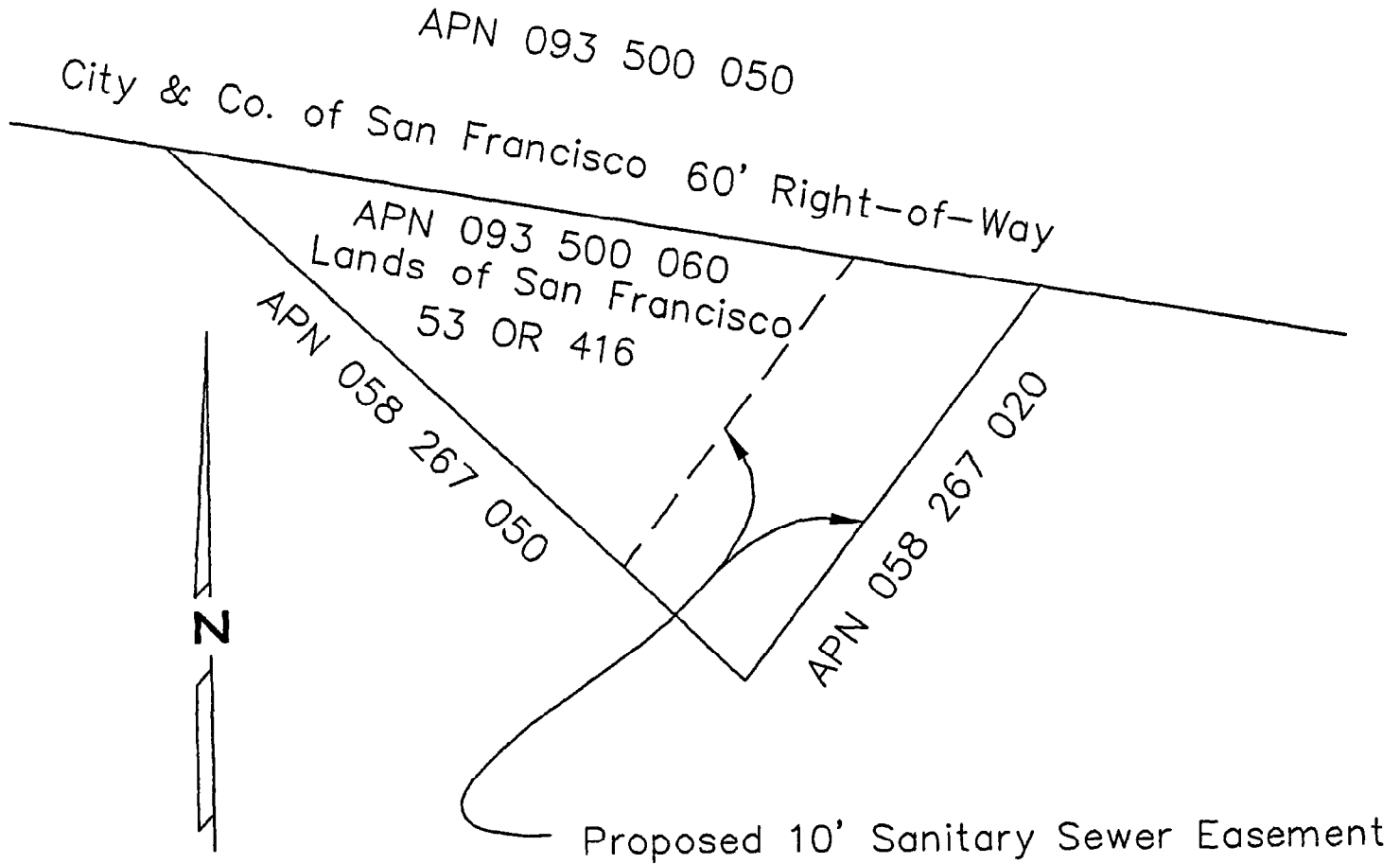


EXHIBIT B

EXHIBIT C

The Easement Area



Plat of proposed sanitary sewer easement across
San Francisco Water Department BDPL 1&2 Parcel 2895

SAN MATEO COUNTY CALIFORNIA
MARCH 2001 NOT TO SCALE

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

County of San Mateo
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063
ATTN: Carolyn Hamilton

(Space Above Line for Recorder's Use Only)

EASEMENT AGREEMENT
(Non-Exclusive Public Sewer Easement)

This Easement Agreement (Agreement ') is made as of this _____ day of _____, 2001, by and between the CITY AND COUNTY OF SAN FRANCISCO (Grantor ') and the COUNTY OF SAN MATEO, a public agency (Grantee) with reference to the following facts:

A. Grantor is the owner of that certain real property situated in the County of San Mateo, State of California, described in Exhibit A attached hereto (the 'Burdened Property')

B. Grantor previously gave Grantee a revocable permit to install and maintain a six inch sewer line to cross through the Burdened Property Grantor now has agreed to grant to Grantee the easement described in this Easement Agreement (the Easement') in order to permit Grantee to maintain such sewer line, all as set forth more particularly below.

C. On _____, 2001, by Resolution No. ____-__, the Board of Supervisors of the City and County of San Francisco adopted, and on _____, 2001, the Mayor approved, a resolution permitting the grant of the Easement, a copy of which is attached hereto as Exhibit B, pursuant to an Agreement for Purchase and Sale of Non-Exclusive Easement, dated for reference purposes only as of January 8, 2001, a copy of which is attached hereto as Exhibit C

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 Grant of Easement Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a permanent non-exclusive easement ("Easement") under and on those portions of the Burdened Property depicted on and described in Exhibit D attached hereto (the "Easement Area") to construct, reconstruct, install, inspect, maintain, replace, remove, add to, and repair, at any time and from time to time, an underground sewer line and appurtenances necessary thereto (collectively, the 'Facilities'), together with the right of ingress and egress over, under and across the Burdened Property for the aforesaid purposes

2 Limitation on Use

(a) Grantee acknowledges that the Easement herein granted is non-exclusive. Grantee agrees that the use of the Easement herein granted shall not unreasonably impede the use, development, or operation of the Burdened Property, as determined by Grantor in its reasonable discretion. Grantee shall not use the Easement Area or any other portion of the Burdened Property for any purpose other than the installation, maintenance, repair, and operation of the Facilities in accordance with the provisions hereof.

(b) Whenever Grantee enters the Burdened Property, including the Easement Area, Grantee shall restore the Easement Area or the Burdened Property (as the case may be) to substantially the condition that the Easement Area or Burdened Property was in at the time Grantee entered the Easement Area or the Burdened Property, in the reasonable determination of the Grantor.

(c) Grantee shall, at its expense, conduct and cause to be conducted all activities on the Easement Area in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act, if applicable) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties and in strict accordance with the terms of this Agreement.

(d) Grantee shall not conduct any activities on or about the Easement Area or the Burdened Property that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable noises or lights) to Grantor, to the owners or occupants of neighboring property or to the public.

(e) Grantee shall not do anything about the Easement Area or the Burdened Property that could cause damage to the Easement Area or any portion of the Burdened Property.

3 Condition of the Burdened Property and Easement Area

(a) Grantor makes no representations or warranties whatsoever under this Easement Agreement with respect to the current condition of either the Burdened Property or the Easement Area (including without limitations, the condition of title to the Burdened Property or the Easement Area, as well as the geophysical, environmental, or other condition of the Burdened Property or the Easement Area) and Grantor shall have no responsibility under this Agreement with respect thereto, and the use of the Easement herein granted shall be with the Easement Area (and the related access across the Burdened Property) in an 'as is' condition. Grantee hereby waives any and all claims against Grantor arising from, out of or in connection with the suitability of the condition of the Burdened Property or the Easement Area for the uses permitted under Section 1 above; provided however, that Grantor shall not take any action that would unreasonably impair the ability of Grantee to use the Easement herein granted in the manner permitted herein.

(b) Grantee agrees to maintain the Easement Area in a safe condition and in such physical condition as Grantee reasonably deems necessary to allow Grantee to exercise the Easement provided that such maintenance does not unreasonably impede the use and future development of the Burdened Property as determined by Grantor. In addition, Grantee shall maintain the Facilities in good working order and condition. Unless specifically provided herein or otherwise required by law, during the term of the Easement, Grantor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description to the Easement Area, including the improvements at any time located in or on the Easement Area. Upon termination of the Easement, or any portion thereof, Grantee shall surrender use and possession of the Easement Area, or applicable portion thereof, free and clear of any liens or encumbrances relating to or arising in connection with the use of the Easement Area by reason of the Easement.

4. Indemnification. Grantee shall indemnify, defend (with counsel reasonably satisfactory to Grantor) and hold Grantor, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, all of their respective members, officers, directors, commissioners, employees, agents and contractors, and their respective heirs, legal representatives, successors and assigns (hereinafter collectively called Indemnified Parties) harmless from all liabilities, penalties, costs, damages, expenses, causes of action, claims or judgments (including without limitation reasonable attorneys fees) (collectively, "Indemnified Claims"), resulting from (i) injury or the death of any person or physical damage to property, real or personal, of any kind wherever located and by whomever owned, which injury, death or physical damage arises out of or is connected with Grantee's (or Grantee's officers, employees, agents, contractors, licensees, or invitees) use or occupancy of any of the Burdened Property, including the Easement Area; provided however, that an Indemnified Party shall not be indemnified to the extent any Indemnified Claims are caused by the gross negligence or willful misconduct of such Indemnified Party.

5. Time. Time is of the essence of this Agreement and each and every part thereof.

6. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee or the successors and assigns of each, subject to the provisions of Section 11 hereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

9. References, Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

10. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified

mail, or reputable overnight mail service, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given. For the convenience of the parties, copies of notices may also be given by telefacsimile, to the telephone number listed below or such other numbers as may be provided from time to time.

Grantor Director of Property
Real Estate Department
25 Van Ness Avenue
Suite 400
San Francisco, California 94102
Telefacsimile (415) 552-9216

Grantee Real Property Division
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063
ATTN Carolyn Hamilton
Telefacsimile _____

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A person may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile copy of the notice.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Grantee may not assign its rights or obligations under this Agreement without the prior written consent of Grantor.

12. Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Grantor and Grantee and their successors and assigns, subject to the provisions hereof, and not for the benefit of nor give rise to any claim or cause of action by any other person, and this Agreement shall not be deemed to have conferred any rights upon any person except Grantor and Grantee. Nothing herein shall be deemed a dedication of any portion of the Burdened Property to or for the benefit of the general public.

13. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement This Agreement, together with any exhibits hereto, all of which are incorporated herein, or inclusions by reference constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the Easement which is the subject matter of this Agreement

15. Compliance With Laws Grantee, at Grantee's sole expense, shall comply with all laws, statutes, ordinances, rules and regulations of federal, state and local authorities (including, without limitation, Grantee itself) having jurisdiction over the Easement Area, now in force or hereafter adopted, with respect to the use by Grantee of the Easement Area under the authority of the Easement herein granted. Grantee understands and agrees that Grantor is entering into this Agreement in their capacity as a property owner or lessee of property with a proprietary interest in the Easement Area and the Burdened Property and not as a regulatory agency with police powers. Grantee further understands and agrees that no approval by Grantor for purposes of this Agreement shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Grantee's obligation to obtain all such regulatory approvals at Grantee's sole cost or limit in any way Grantor's exercise of its police powers.

16. Default. One party's failure to perform any covenant or obligation of such party hereunder and to cure such non-performance within thirty (30) days of written notice by the non-defaulting party shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default the non-defaulting party shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law except termination of the easement herein granted.

17. Insurance

(a) Required Insurance Coverage Grantee, at its sole cost and expense, shall maintain, or cause to be maintained, throughout the term of this Easement, the following insurance: (i) Comprehensive or commercial general liability insurance, with limits not less than Five Million Dollars (\$5,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broadform property damage, personal injury, products and completed operations, and fire damage and legal liability with limits not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), and (ii) Workers Compensation Insurance with employer's liability limit not less than One Million Dollars (\$1,000,000.00) for each accident, on employees eligible for each, and (iii) Such other insurance as required by law or as may be reasonably requested by Grantor from time to time.

(b) Other Requirements If any of the insurance required in Section 17(a) is provided under a claims-made form of policy, Grantee shall maintain such coverage continuously throughout the term of this Easement and without lapse for a period of three years beyond any termination of this Agreement, to the effect that should occurrences during the term of the Easement give rise to claims made after any termination of this Agreement, such claims shall be

covered by such claims-made policies. If any of the insurance required in Section 17(a) is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.

(c) Waiver of Subrogation Rights. The parties release each other, and their respective authorized representatives, from any claims for damage to the Burdened Property or to the fixtures, personal property of either Grantor or Grantee in or on the Burdened Property which are caused by or result from risks insured against under any property insurance policies carried by the parties and in force at the time of any such damage, to the extent such claims for damage are paid by such policies. Each party shall cause each property insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

(d) General Insurance Matters. All liability insurance policies required to be maintained by Grantee hereunder shall contain a cross-liability clause, shall name as additional insureds "the City and County of San Francisco and its officers, directors, employees, agents, successors and assigns" shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Agreement, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability. All insurance policies required to be maintained by Grantee hereunder shall be issued by an insurance company or companies reasonably acceptable to Grantor. All insurance policies required to be maintained by Grantee hereunder shall provide for thirty (30) days prior written notice of cancellation or intended non-renewal or reduction in coverage to Grantee and Grantor. Such notice shall be given in accordance with the notice provisions of Section 10 of this Agreement. Grantee shall deliver to Grantor certificates of insurance in a form satisfactory to Grantor evidencing the coverages required herein, together with evidence of payment of premiums, on or before the date of this Agreement, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Grantee shall, upon Grantor's request, promptly furnish Grantor with a complete copy of any insurance policy required hereunder. Not more often than every year and upon not less than sixty (60) days prior written notice, Grantor may require Grantee to increase the insurance limits set forth in Section 17(a) above if, in the reasonable judgment of the Grantor's Risk Manager, it is the general commercial practice in San Francisco or in other cities or counties around the country to carry insurance for facilities similar to those contemplated under this Agreement in amounts substantially greater than those amounts carried by Grantee with respect to risks comparable to those associated with the use of the Easement Area. Grantee's compliance with this Section shall in no way relieve or decrease Grantee's liability under this Agreement.

18. Tropical Hardwoods and Virgin Redwoods. Grantor urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

19. MacBride Principles - Northern Ireland. Grantor urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to

abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. Grantor also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Grantee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

20 Survival. All representations, warranties, waivers, releases, indemnities, and surrender obligations given or made by Grantee hereunder shall survive termination of this Agreement

21. Notices Concerning Use Grantor reserves the right to record, post and publish notices as referred to in Sections 813, 1008 and 1009 of the California Civil Code; provided, that such notices shall not affect the rights and obligations of Grantor and Grantee hereunder and, where appropriate, any such notice shall include recognition of the provisions of this Agreement.

The balance of this page is intentionally blank.

IN WITNESS WHEREOF, this Easement Agreement has been executed by the parties hereto on the day and year first above written.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Anthony J. DeLucchi
Director of Property

RECOMMENDED:

PUBLIC UTILITIES COMMISSION

By _____
General Manager

Resolution No _____
Dated _____

APPROVED AS TO FORM:

LOUISE H. RENNE, City Attorney

By _____
Deputy City Attorney

PROPERTY DESCRIPTION APPROVED

By Tony & Doree LS 5773
Chief Surveyor, SFPUC

GRANTEE

COUNTY OF SAN MATEO, a public agency

By _____
Name _____
Title _____

STATE OF _____)
)ss
COUNTY OF _____)

On this _____ day of _____, 2001, before me,
_____, a Notary Public in and for said County and State,
personally appeared _____, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed in 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

WITNESS my hand and official seal

Notary Public Signature (SEAL)

EXHIBIT A

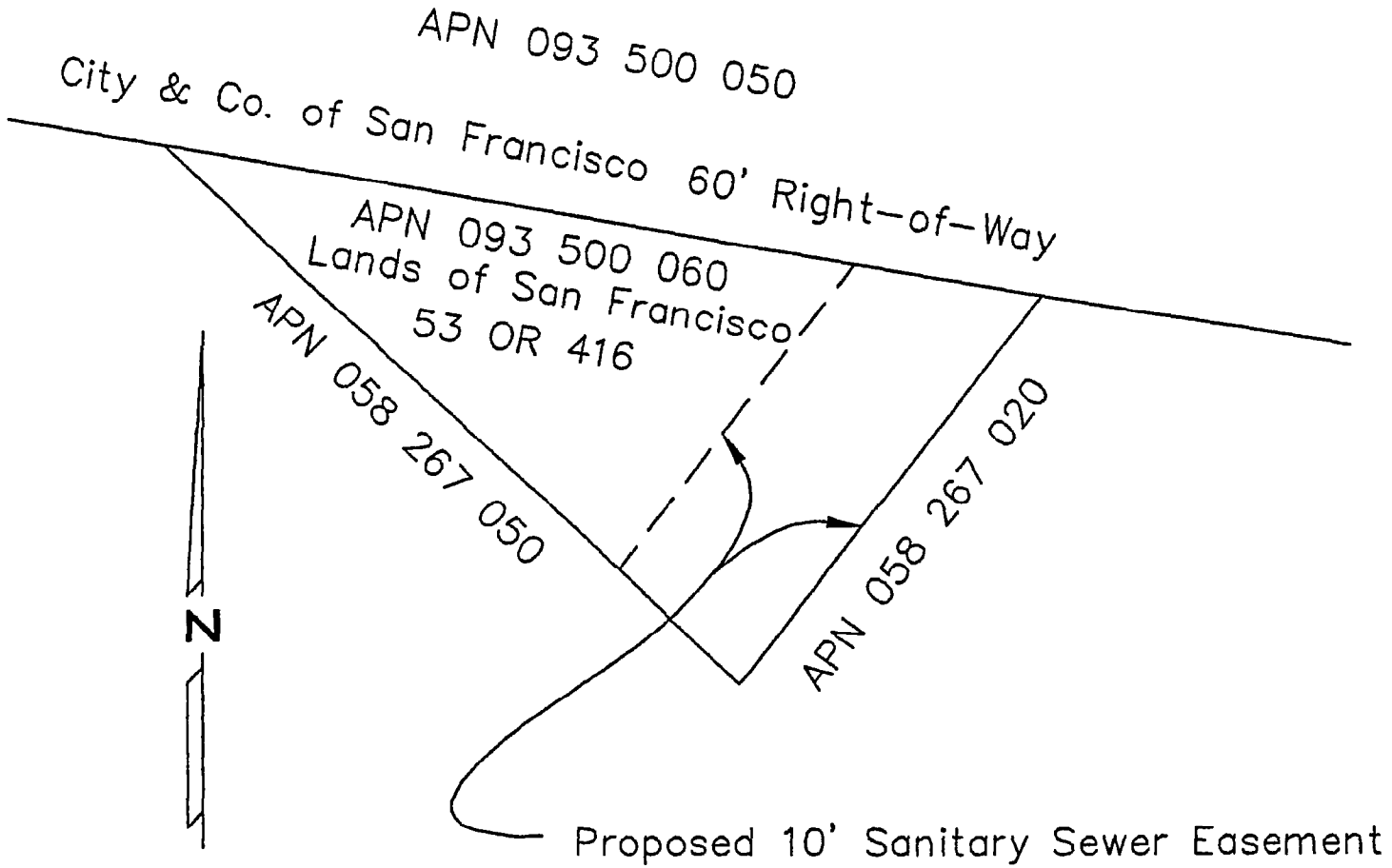
Legal Description of Parcel

A parcel of land in the County of San Mateo, State of California, being a portion of Lot 9 in Block 23 as shown and designated on a map entitled, "Map of Oak Knoll Manor, Redwood City, San Mateo County, Calif.", which was filed in the office of the County Recorder of San Mateo County, May 10, 1916 in Book 10 of Maps, at pages 4 to 11, said parcel being described as follows:

BEGINNING at a point in the southeasterly line of said Lot 9, distant south 57 degrees 18 minutes west 70.64 feet along said southeasterly line of Lot 9 from the most westerly corner of Lot 9. Thence south 57 degrees 18 minutes west 29.65 feet along the southeasterly line of Lot 9; thence north 46 degrees 41 minutes west 47.37 feet; thence south 80 degrees 21 minutes 20 seconds east 53.18 feet to the point of beginning.

EXHIBIT D

The Easement Area



Plat of proposed sanitary sewer easement across
San Francisco Water Department BDPL 1&2 Parcel 2895

SAN MATEO COUNTY CALIFORNIA
MARCH 2001 NOT TO SCALE

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

EXHIBIT D - 1

The Easement Area

A parcel of land in the County of San Mateo, State of California, being a portion of Lot 9 in Block 23 as shown and designated on a map entitled, "Map of Oak Knoll Manor, Redwood City, San Mateo County, California" which was filed in the office of the County Recorder of San Mateo County, May 10, 1916 in Book 10 of Maps, at pages 4 to 11, said parcel being more particularly described as follows:

The southeasterly 10 feet of the lands described in the deed from Mary E. Thralls and Owen G. Thralls, her husband, to Geo. H. Rice Abstract Company, recorded in the office of the Recorder of San Mateo County, California on October 24, 1922 in book 53 of official records, page 416.

Description prepared by:

Tony E. Durkee 3-14-01
Tony E. Durkee, L.S. 5773 Date 3/14/01

