

RESOLUTION NO. 16034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ACCEPTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT OF EASEMENT AND DEDICATION; AND SUMMARILY VACATING A SANITARY SEWER EASEMENT LOCATED AT 752 CHESTNUT STREET IN THE CITY OF REDWOOD CITY PURSUANT TO PART 3 OF DIVISION 9 OF CHAPTER 4 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, on February 22, 2022, the San Mateo County ("County") Board of Supervisors authorized the County Manager to execute on behalf of the County a Grant of Easement and Dedication for the benefit of the City of Redwood City ("City") granting a new sanitary sewer easement on the property located at 752 Chestnut Street, Redwood City, to the City, and dedicating the facilities constructed therein ("Grant of Easement and Dedication"); and

WHEREAS, a true and correct copy of the Grant of Easement and Dedication is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the intent of the Grant of Easement and Dedication is to supersede by relocation the sanitary sewer easement located 752 Chestnut Street, as shown on the Parcel Map No. 82-3, in Book 52 of Parcel Maps, at Pages 14, in the office of the Recorder for the County of San Mateo ("Sanitary Sewer Easement"); and

WHEREAS, the Sanitary Sewer Easement is a public service easement as defined by Streets and Highways Code section 8306; and

WHEREAS, pursuant to the provisions of Part 3 (commencing at Section 8300) of Division 9 of Chapter 4 of the California Streets and Highways Code, the City Council, is authorized to summarily vacate public service easements, if such easements have been superseded by relocation and there are no other public service facilities located within the easement; and

WHEREAS, the City desires to summarily vacate the Sanitary Sewer Easement which is described in Exhibit B (Legal Description for Abandonment of Sanitary Sewer Easement and shown on (Plat to Accompany Description for Abandonment of Sanitary Sewer Easement), attached hereto and incorporated by reference; and

WHEREAS, the Sanitary Sewer Easement will be superseded by relocation upon the acceptance and recording of the Grant of Easement and Dedication; and

WHEREAS, no other public facilities are located within the Sanitary Sewer Easement; and

WHEREAS, summary vacation of the Sanitary Sewer Easement is appropriate consistent with Streets and Highways Code section 8333 subsections (c).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

2. The City Council accepts and authorizes the City Manager to execute the Grant of Easement and Dedication attached hereto as Exhibit A, and directs the City Clerk to record, or cause to be recorded the fully executed Grant of Easement and Dedication in the office of the County Recorder, County of San Mateo, California.

3. Contingent upon the acceptance and recording of the Grant of Easement and Dedication, the Sanitary Sewer Easement as described in Exhibit B and shown in Exhibit C is superseded by relocation, there are no other public services facilities located within the Sanitary Sewer Easement, and the Sanitary Sewer Easement is hereby ordered vacated.

4. After recordation of the Grant of Easement and Dedication, the City Clerk is hereby authorized and directed to cause to be recorded, a certified copy of this resolution in the office of the County Reorder, County of San Mateo, California.

5. From and after the date this resolution is recorded, the Sanitary Sewer Easement vacated shall no longer constitute and public service easement.

* * *

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 11th day of April 2022 by the following votes:

AYES:	Aguirre, Espinoza-Garnica, Gee, Howard, Reddy, Smith and Mayor Hale
NOES:	None
ABSENT:	None
ABSTAINED:	None
RECUSED:	None



Giselle Hale
Mayor of the City of Redwood City

Attest:



Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
12th day of April 2022.



Giselle Hale
Mayor of the City of Redwood City

EXHIBIT "A"

RECORDING REQUESTED BY
City of Redwood City

City Clerk
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

APN: 054-063-180
NO RECORDING FEE Per Gov. Code 27383
and Gov. Code 27388.1(a)(2)
NO Doc. Transfer Tax Per R & T Code 11922

THIS SPACE FOR RECORDER'S USE ONLY

APN: 054-063-180
Property Address: 752 Chestnut Street, Redwood City, CA 94063

**GRANT OF EASEMENT
AND DEDICATION**

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant of Easement and Dedication is exempt from Recording Fees pursuant to California Government Code section 27383 and Government Code section 27388.1(a)(2) and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code section 11922.

THIS GRANT OF EASEMENT AND DEDICATION is made this ____ day of _____, 2022,
BETWEEN

COUNTY OF SAN MATEO, a political subdivision of the State of California (hereinafter referred to as "Grantor"), AND

CITY OF REDWOOD CITY, a municipal corporation of the State of California (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of that certain property situated in the County of San Mateo currently referred to as Assessor's Parcel Numbers 054-063-180, and also known as 752 Chestnut Street, in the incorporated CITY of REDWOOD CITY, California (hereinafter the "Property"); and

WHEREAS, certain sanitary sewer lines, force mains, pipes, manholes and other appurtenances were installed and constructed over, under, upon and through a portion of the Property in accordance with specifications of Grantee (the "Sewer Facilities"); and

WHEREAS, Grantor desires to grant to Grantee, who desires to accept, a permanent sanitary sewer easement and right of way over, under, upon and across at any time without notification all that real property situated in the City of Redwood City, County of San Mateo, State of California, described and shown in **EXHIBIT "A" attached hereto and made a part hereof** (the "Easement Area"); together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted; and

WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept, all of Grantor's right, title and interest in and to the Sewer Facilities installed within the Easement Area.

NOW THEREFORE, intending to be legally bound hereby, and for good consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree and covenant as follows:

1. The recitals above are hereby incorporated by reference and made a part hereof as if set forth in full.
2. Grantor hereby grants and conveys to Grantee a permanent sanitary sewer easement over, under, upon and through the Easement Area for sewer purposes inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer, of such dimensions as Grantee shall deem necessary, together with all necessary appurtenances appertaining thereto, including a perpetual right of way over, under, upon and across the Easement Area at any time without notification, together with the perpetual right of ingress to and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

Any use of this Easement Area by Grantor or assignees or successors in interest, except for use as: (i) landscaping or (ii) driveways or surface parking or (iii) sidewalks, shall not be allowed except upon approval by, and at the discretion of, Grantee. Other than said allowable uses, each use proposed by Grantor must be acceptable to Grantee's authorized administrator or the Public Works' Director of the City of Redwood City (collectively referred to hereinafter as "Grantee's Representative"), and approved in writing, prior to such construction on or use of the Easement Area by the Grantor. For such approval, the Grantor shall contact the Grantee, or successor. Any use within the Easement Area not approved by Grantee's Representative shall not in any way limit Grantee's rights granted herein. Even if Grantee's Representative has approved the use, Grantee retains the right to remove all or any part of the approved use to allow Grantee to use the easement at any time pursuant to Grantee's rights granted herein. Grantee shall not be liable for any cost for the removal or replacement of improvements constructed by Grantor within the Easement Area.

3. Grantor additionally dedicates and conveys to Grantee title to the Sewer Facilities located within the Easement Area. Grantor expressly warrants and guarantees all work and materials of the Sewer Facilities for a period of one (1) year after the date of recordation of this Grant of Easement and Dedication. During this one-year period, Grantor shall, without delay and without cost to Grantee, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Sewer Facilities to the satisfaction of Grantee.
4. Except as otherwise provided herein, Grantee acknowledges and agrees that the Property, including specifically all improvements and fixtures contained therein, is conveyed to and accepted by Grantee in its present condition, "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," and that Grantee accepts the Property subject to all patent and/or latent physical conditions, whether or not known or discovered. Grantee, its heirs, successors and/or assigns, agree to defend, indemnify, protect and hold harmless Grantor, its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description arising out of or in any way connected with the Easement Area, except as a result of Grantor's gross negligence, willful misconduct, or bad faith.
5. All provisions of this Grant of Easement and Dedication shall run with the land and be binding upon and inure to the Property and all parties having or acquiring any right, title, or interest in the Property and shall be binding upon and inure to the benefit of the Grantee and its successors and assigns.
6. Grantor and Grantee, as those words are used herein, shall include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement and Dedication on the day and year first written above.

Grantor:

COUNTY OF SAN MATEO

By: 
Michael P. Callagy
County Manager

Grantee:

CITY OF REDWOOD CITY

By: _____
Melissa Stevenson Diaz
City Manager



January 19, 2022
HMH 6167.00.270
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EXHIBIT "A" – LEGAL DESCRIPTION FOR DEDICATION OF SANITARY SEWER EASEMENT
LANDS OF COUNTY OF SAN MATEO
752 CHESTNUT STREET, REDWOOD CITY, CA

REAL PROPERTY in Redwood City, County of San Mateo, State of California, being a portion of Parcel B as shown on that certain Parcel Map No. 82-3 filed for record on July 19, 1982, in Book 52 of Parcel maps, page 74, San Mateo County Records, described as follows:

COMMENCING at the westerly terminus of that certain course shown as "South 70°23'25" East, 518.84 feet", being on the southerly line of said Parcel B;

Thence along said southerly line, South 70°23'25" East, 153.87 feet, to the southwesterly line of the 6-foot Sanitary Sewer Easement as shown on said map;

Thence along said southwesterly line, North 30°42'50" West, 87.82 feet, to the TRUE POINT OF BEGINNING;

Thence North 48°37'28" West, 34.91 feet;

Thence North 59°51'28" West, 137.29 feet;

Thence South 30°11'35" West, 21.69 feet;

Thence South 68°31'04" West, 4.89 feet, to the southeasterly line of Chestnut Street;

Thence along said southeasterly line, North 30°07'40" East, 35.52 feet;

Thence South 59°51'28" East, 141.34 feet;

Thence South 48°37'28" East, 24.46 feet, to the northwesterly prolongation of the northeasterly line of said 6-foot Sanitary Sewer Easement;

Thence along said northwesterly prolongation, South 30°42'50" East, 4.77 feet,

Thence South 02°27'17" West, 10.97 feet, to the TRUE POINT OF BEGINNING.

Containing 1,791 square feet, more or less.

END OF DESCRIPTION

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

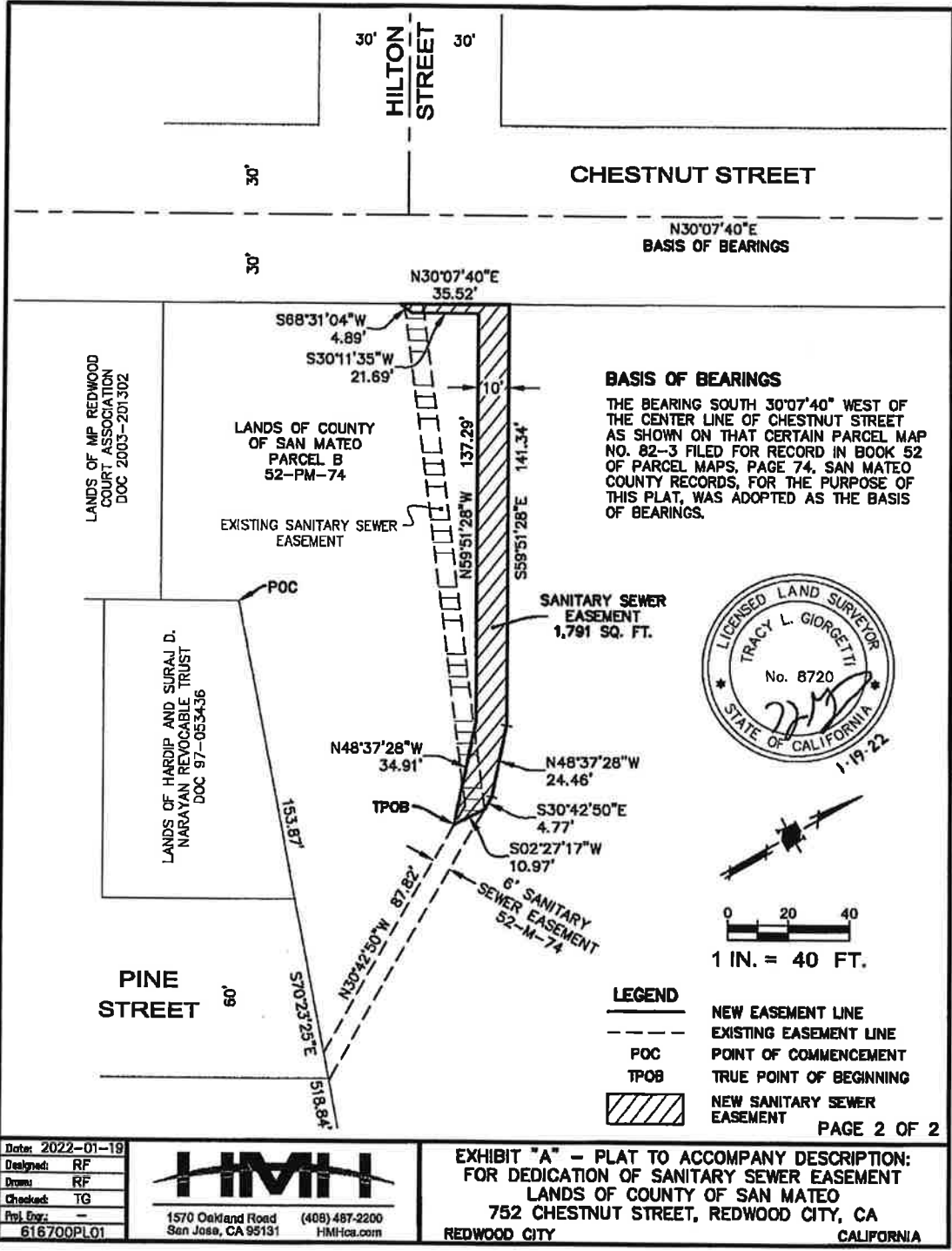
Date: 1-19-22


Tracy L. Giorgetti, LS 8720

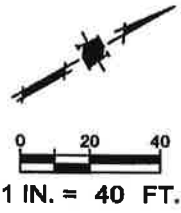


616700LD01 - SSE.docx

1570 Oakland Road | San Jose, California 95131 | (408) 487-2200 | (408) 487-2222 Fax | www.HMHca.com



BASIS OF BEARINGS
 THE BEARING SOUTH 30°07'40" WEST OF THE CENTER LINE OF CHESTNUT STREET AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 82-3 FILED FOR RECORD IN BOOK 52 OF PARCEL MAPS, PAGE 74, SAN MATEO COUNTY RECORDS, FOR THE PURPOSE OF THIS PLAT, WAS ADOPTED AS THE BASIS OF BEARINGS.



- LEGEND**
- NEW EASEMENT LINE
 - - - EXISTING EASEMENT LINE
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING
 - ▨ NEW SANITARY SEWER EASEMENT

Date:	2022-01-19
Designed:	RF
Drawn:	RF
Checked:	TG
Proj. No.:	-
	616700PL01



1570 Oakland Road (408) 487-2200
 San Jose, CA 95131 HMHca.com

**EXHIBIT "A" - PLAT TO ACCOMPANY DESCRIPTION:
 FOR DEDICATION OF SANITARY SEWER EASEMENT
 LANDS OF COUNTY OF SAN MATEO
 752 CHESTNUT STREET, REDWOOD CITY, CA
 REDWOOD CITY CALIFORNIA**

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Redwood City by that certain Grant of Easement and Dedication dated _____, 20__, executed by _____, is hereby accepted by the undersigned on behalf of the City of Redwood City pursuant to authority conferred by City Council Motion No. _____ adopted on _____, 20__, and the City of Redwood City consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

CITY OF REDWOOD CITY,
a charter city and municipal corporation,

By: _____
Melissa Stevenson Diaz, City Manager

Attest: _____
Pamela Aguilar, City Clerk

CALIFORNIA ALL-PURPOSE 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 Mateo)
On February 25, 2022 before me, Sherry Golestan, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Paul Callagy
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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Grant of Easement and Dedication Document Date: 2/25/2022
Number of Pages: 6 Signer(s) Other Than Named Above: Melissa Stevenson Diaz, RWC

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael P. Callagy
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: County Manager
Signer Is Representing: County of San Mateo

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "B"



November 8, 2021
HMH 6167.00.270
Page 1 of 1

**EXHIBIT "B" – LEGAL DESCRIPTION FOR ABANDONMENT OF
SANITARY SEWER EASEMENT
LANDS OF COUNTY OF SAN MATEO
752 CHESTNUT STREET, REDWOOD CITY, CA**

REAL PROPERTY in Redwood City, County of San Mateo, State of California, being a portion of Parcel B as shown on that certain Parcel Map No. 82-3 filed for record on July 19, 1982, in Book 52 of Parcel maps, page 74, San Mateo County Records, described as follows:

COMMENCING at the westerly terminus of that certain course shown as "South 70°23'25" East, 518.84 feet", being on the southerly line of said Parcel B;
Thence along said southerly line, South 70°23'25" East, 153.87 feet, to the southwesterly line of the 6-foot Sanitary Sewer Easement as shown on said map;
Thence along said southwesterly line, North 30°42'50" West, 87.82 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said southwesterly line the following two courses:

1. Thence North 30°42'50" West, 7.22 feet;
2. Thence North 66°55'50" West, 169.57 feet, to the southeasterly line of Chestnut Street;

Thence along said southeasterly line, North 30°07'40" East, 6.05 feet, to the northeasterly line of said 6-foot Sanitary Sewer Easement;

Thence along said northeasterly line, South 66°55'50" East, 170.79 feet;

Thence South 02°27'17" West, 10.97 feet, to the TRUE POINT OF BEGINNING.

Containing 1,043 square feet, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

END OF DESCRIPTION

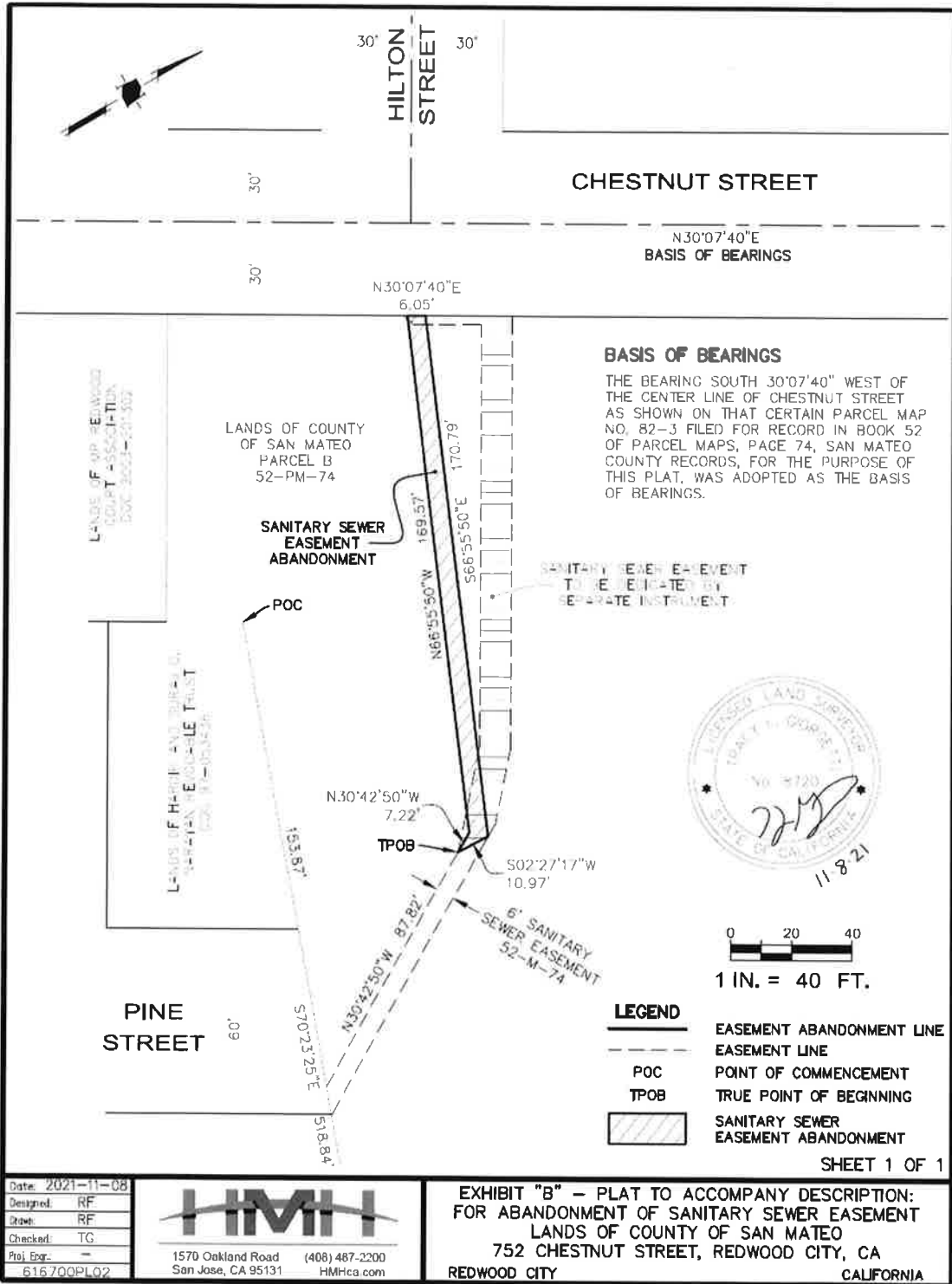
This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 11-8-21


Tracy L. Giorgetti, LS 8720



EXHIBIT "B"



Date: 2021-11-08
 Designed: RF
 Drawn: RF
 Checked: TG
 Proj. Eng.: -
 616700PL02

1570 Oakland Road (408) 487-2200
 San Jose, CA 95131 HMcA.com

EXHIBIT "B" - PLAT TO ACCOMPANY DESCRIPTION:
 FOR ABANDONMENT OF SANITARY SEWER EASEMENT
 LANDS OF COUNTY OF SAN MATEO
 752 CHESTNUT STREET, REDWOOD CITY, CA
 REDWOOD CITY CALIFORNIA