

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

2023-044041 CONF

10:01 am 09/12/2023 ES AG Fee: NO FEE

Count of Pages 14

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder

City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Clerk



Record without fee pursuant to Government
Code Sections 6103 and 27383

(Space above this Line for Recorder's Use Only)

Public Service Easement Deed and Agreement

A. **FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Westpoint Harbor, LLC, a California limited liability company ("**Grantor**"), GRANT(s) to City of Redwood City, a charter city and municipal corporation ("**Grantee**") a non-exclusive easement appurtenant in and to Grantor's Property (as defined below) (the "**Easement**"), which Easement Area is more particularly described and shown on Exhibit A, attached hereto and incorporated herein by this reference ("**Easement Area**"). The Easement Area shall be used solely for public water facilities, which include water mains, water meters, user services lines, fittings, valves and other related appurtenances thereof ("**Public Water Facilities**"). The provisions of this Easement Deed and Agreement ("**Deed**") are intended to and will run with the land, and, until their expiration or termination in accordance with the terms of this Deed, will bind, be a charge upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns. Grantor may request in writing for Grantee to amend or vacate the Easement established by this Deed contingent upon the relocation or removal of Public Water Facilities at Grantor's sole cost and expense. Grantee shall not unreasonably withhold, condition, or delay approval of such request.

B. **THE PURPOSE(S) OF THE EASEMENT** shall be for installation, repair, and maintenance of Public Water Facilities owned and operated by Grantee under, upon, or across the parcel of certain real property in Redwood City, County of San Mateo, State of California described in Exhibit B ("**Grantor's Property**"). Grantee shall perform all work to construct and operate the Public Water Facilities in a safe and workmanlike manner, in full compliance with professional standards prevailing in Redwood City, California, and in full compliance with all applicable laws. Grantee shall obtain, or cause to be obtained, at no cost or expense to Grantor, any and all permits or approvals in connection with the Public Water Facilities necessary or desirable under applicable law.

USE OF EASEMENT AREA. The Easement Area shall be kept open and free from buildings, and structures of any kind, except that lawful fences, surface pavement, including surface parking, and irrigation systems ("**Authorized Encroachments**") may be located within the Easement Area provided that such Authorized Encroachments do not create a substantial risk of damage to the Public Water Facilities. In the event that Grantee needs to remove Authorized Encroachments to maintain the Public Water Facilities, Grantee, at Grantee's sole cost and expense, shall be responsible for the restoration with comparable Authorized Encroachments within a reasonable amount of time. Grantee shall not be responsible for any damage to buildings, structures, and encroachments that are not Authorized Encroachments, installed within the Easement Area. Grantee acknowledges on behalf of itself and its representatives that it accepts Grantor's Property strictly "AS-IS, WHERE-IS" and "WITH ALL FAULTS" and assumes all risk thereof, including any risk of bodily-injury or death or damage to property of a third party arising directly or indirectly out of or in any way relating to Grantee's use of Grantor's Property.

Except as otherwise provided, Grantee, at its own cost and expense, shall be responsible for repair of any damage to Grantor's Property (including, but not limited to, the improvements thereon) caused by, or arising out of, in any manner, Grantee, its agents, employees or contractors (collectively, "**Grantee Parties**" and each individually a "**Grantee Party**") in maintaining or installing the Public Water Facilities or any Grantee Party's use or access of Grantor's Property under this Deed.

- C. Grantee shall bear all costs and expenses of any kind or nature incurred in connection with Grantee's use of Grantor's Property. Grantee shall defend, indemnify, save and hold harmless Grantor from and against any and all losses arising directly or indirectly out of or in any way relating to: (i) any act or omission of Grantee Parties in Grantee's use of Grantor's Property; (ii) any failure by Grantee Parties to perform any of the terms, provisions, covenants or conditions of this Deed on Grantee's part; and (iii) any accident, injury or damage to persons or property caused by Grantee Parties that shall happen at, in or upon Grantor's Property; except, in any case, to the extent caused, contributed to or exacerbated by the negligence or willful misconduct of Grantor.

Grantor shall indemnify and hold Grantee and Grantee Parties harmless from any and all losses, damages, claims, liabilities, and attorney fees incurred or suffered by Grantee as a result of any damage to the Easement Area or Public Water Facilities caused by the negligence or willful misconduct of Grantor, its members, officers, agents, employees, partners, servants, tenants, guests, invitees, successors and assigns.

- D. **NOTICE.** Any notice, approval, consent, or other communication (each, a "**Notice**") required or permitted to be given under this Agreement shall be in writing and may be sent (i) by personal delivery or (ii) by reputable overnight courier service for next business day delivery. All Notices shall be deemed given and delivered on the date of receipt or first rejection. Each Notice shall be addressed to the party to whom such Notice is to be given at the party's address set forth below or as such party shall otherwise direct by Notice pursuant to this Section:

If to Grantee:

City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Manager

With a copy to:

City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Attorney

If to Grantor:

Westpointharbor
101 Westpoint Harbor Drive
Redwood City, CA 94063
Attn: Mark Sanders

With a copy to:
Paul Hastings LLP
48th Floor


101 California Street
San Francisco, CA 94111
Attn: Navi Dhillon
Attn: Aaron Reuben

- E. **COVENANTS RUNNING WITH THE LAND**. This Deed shall be binding upon all heirs, successors, and assigns of the Grantor. The Easement granted herein, and the terms and conditions of this Deed shall constitute covenants and equitable servitudes running with the Grantor's Property and shall bind successive owners of the Grantor's Property. All of the provisions of this Deed shall be covenants running with the land pursuant to applicable law.
- F. Nothing in this Deed shall be deemed to be a gift or dedication of (or an offer to dedicate) land or rights to the general public.
- G. **AUTHORIZED SIGNATORIES**. The signatories to this Deed hereby warrant and represent that they have the authority, on behalf of their respective principals, to execute this Deed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGES]


Dated: 7/27, 2023

Westpoint Harbor, LLC
a California limited liability company


By: _____
Mark Sanders, President

City of Redwood City,
a charter city and municipal corporation


By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:


Yessika Castro, Acting City Clerk

ACKNOWLEDGMENT TO PUBLIC SERVICE EASEMENT DEED AND AGREEMENT

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 July 27th, ~~2022~~²⁰²³ before me, Jennifer E. Valdez, Notary Public
(insert name and title of the officer)

personally appeared

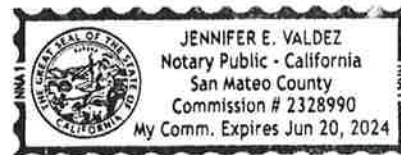
Mark Sanders

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 Jennifer E. Valdez
(Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of SAN MATEO

On SEPTEMBER 7, 2023 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MELISSA STEVENSON DIAZ
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

CERTIFICATE OF ACCEPTANCE
(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 Public Service Easement Deed and Agreement dated JULY 27, 2023 2023, executed by Westpoint Harbor, LLC, is hereby accepted by the undersigned on behalf of the City of Redwood City pursuant to authority conferred by City Council Motion No. 7L adopted on AUGUST 28, 2023, and the City of Redwood City consents to recordation thereof by its duly authorized officer.

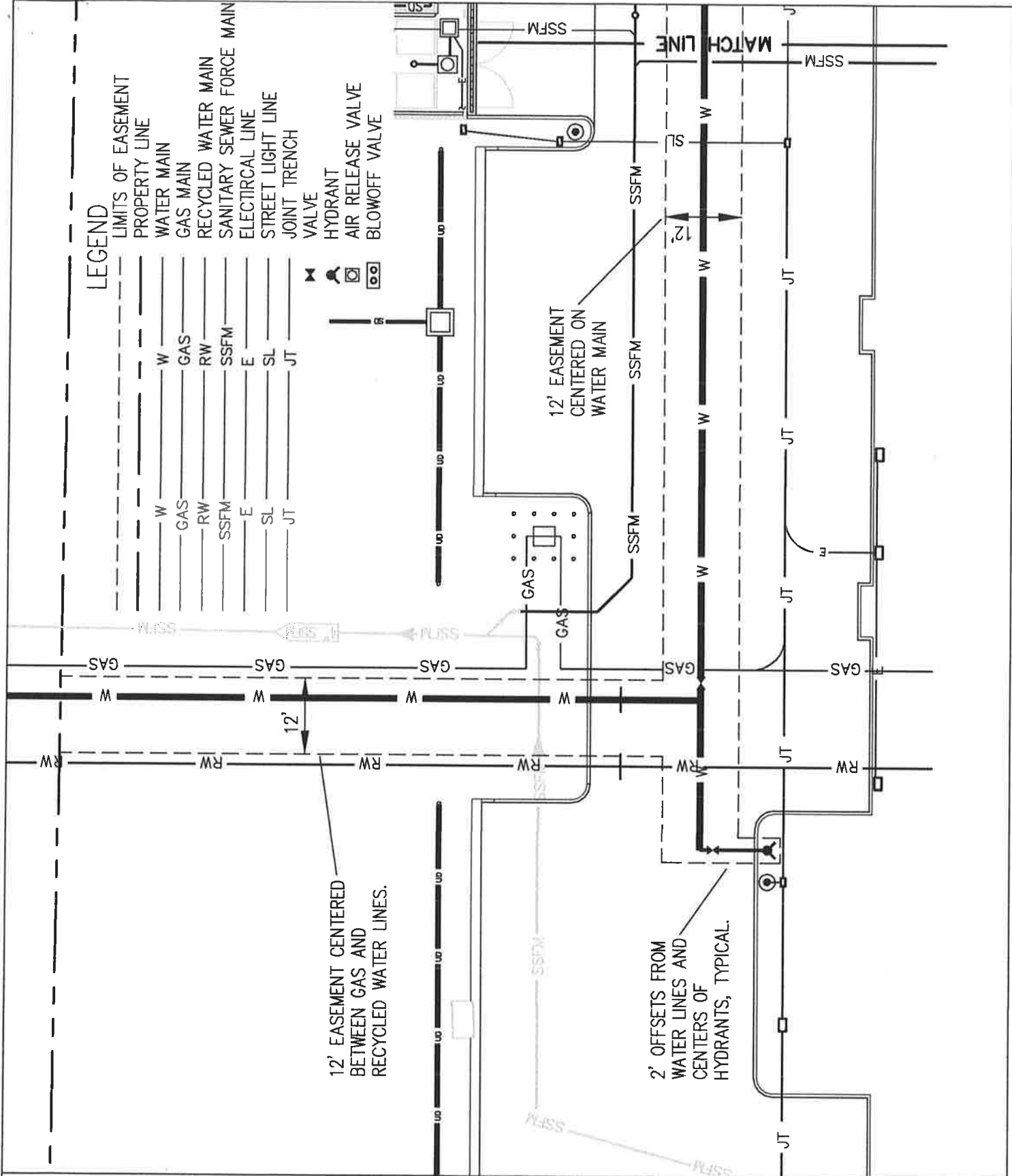
Dated: SEPTEMBER 7, 2023

CITY OF REDWOOD CITY,
a charter city and municipal corporation

By: Melina Stevenson Diaz
Melissa Stevenson Diaz, City Manager

LEGEND

--- (dashed line)	LIMITS OF EASEMENT
---	PROPERTY LINE
W	WATER MAIN
GAS	GAS MAIN
RW	RECYCLED WATER MAIN
SSFM	SANITARY SEWER FORCE MAIN
E	ELECTRICAL LINE
SL	STREET LIGHT LINE
JT	JOINT TRENCH VALVE
⊕	HYDRANT
⊕	AIR RELEASE VALVE
⊕	BLOWOFF VALVE

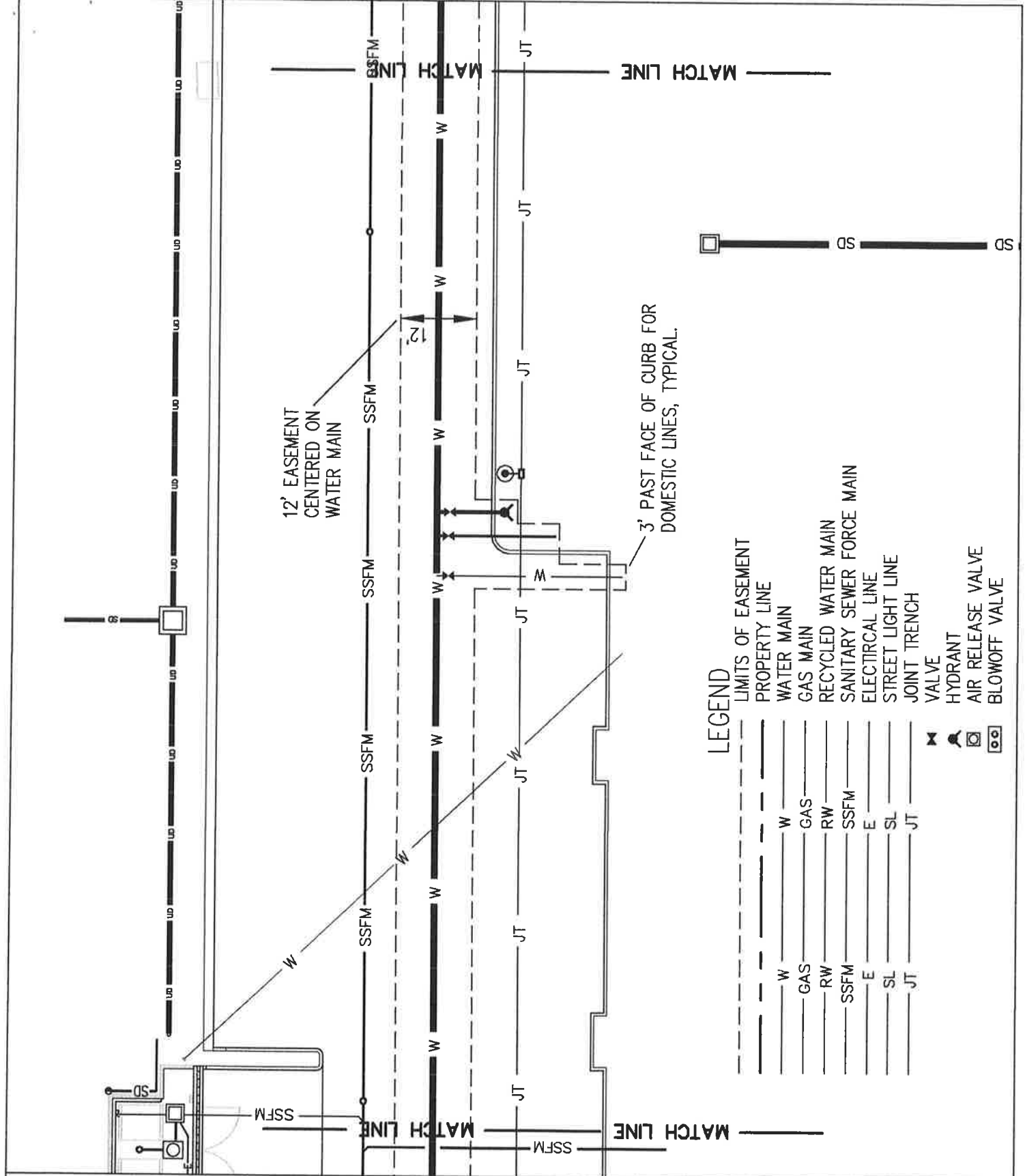


**EXHIBIT A
EASEMENT AREA
FOR WATER LINE**

**BOHLEY
CONSULTING**

111 NORTH MARKET STREET, SUITE 300
SAN JOSE, CA 95113 (408) 265-1600
WWW.BOHLEYCONSULTING.COM

DATE:	6/13/2023
SCALE:	1"=20'
DWG:	C-BASE-PHASE-3a.DWG
JOB No.	99019



LEGEND

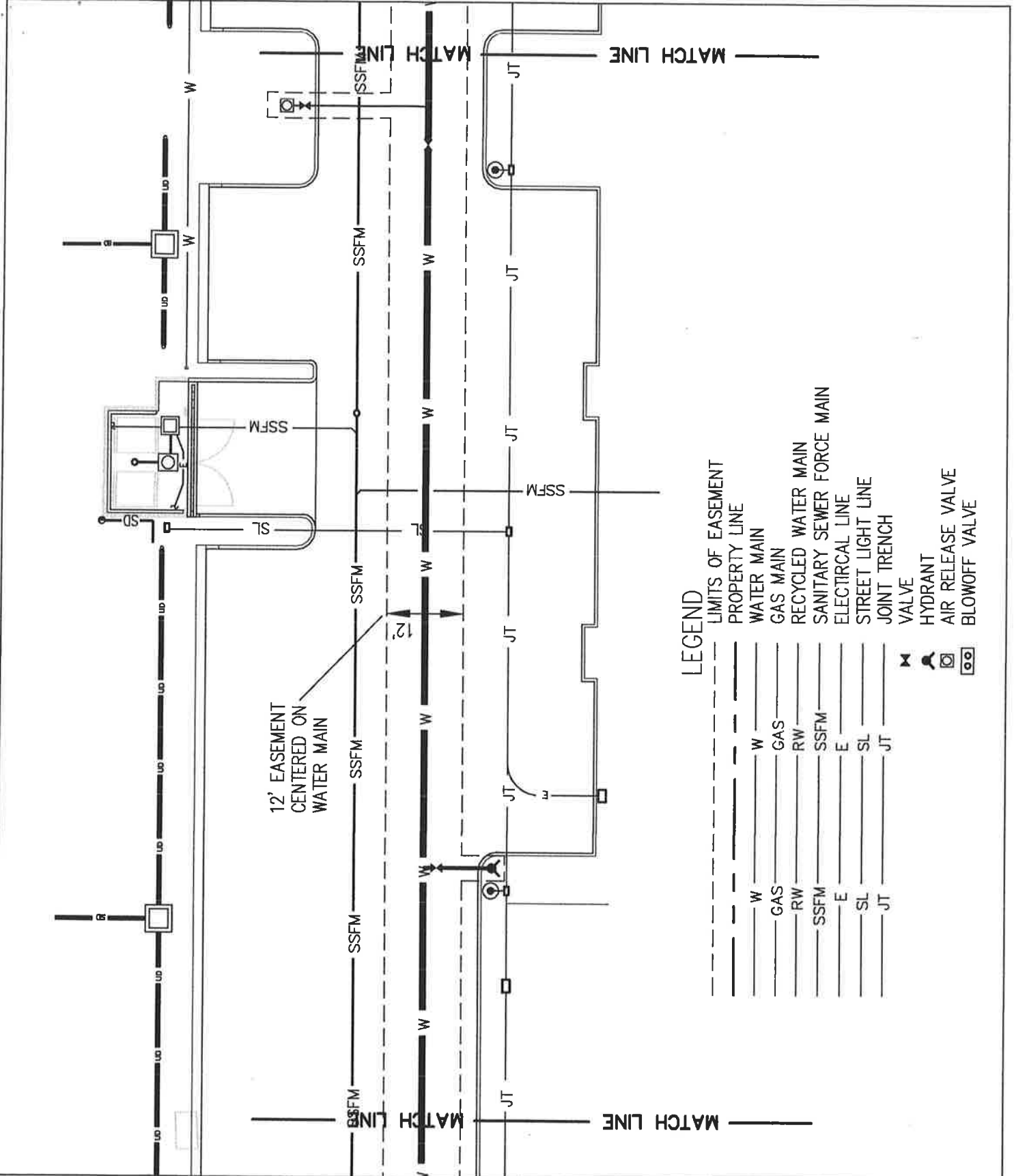
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---	GAS MAIN
---	RECYCLED WATER MAIN
---	SANITARY SEWER FORCE MAIN
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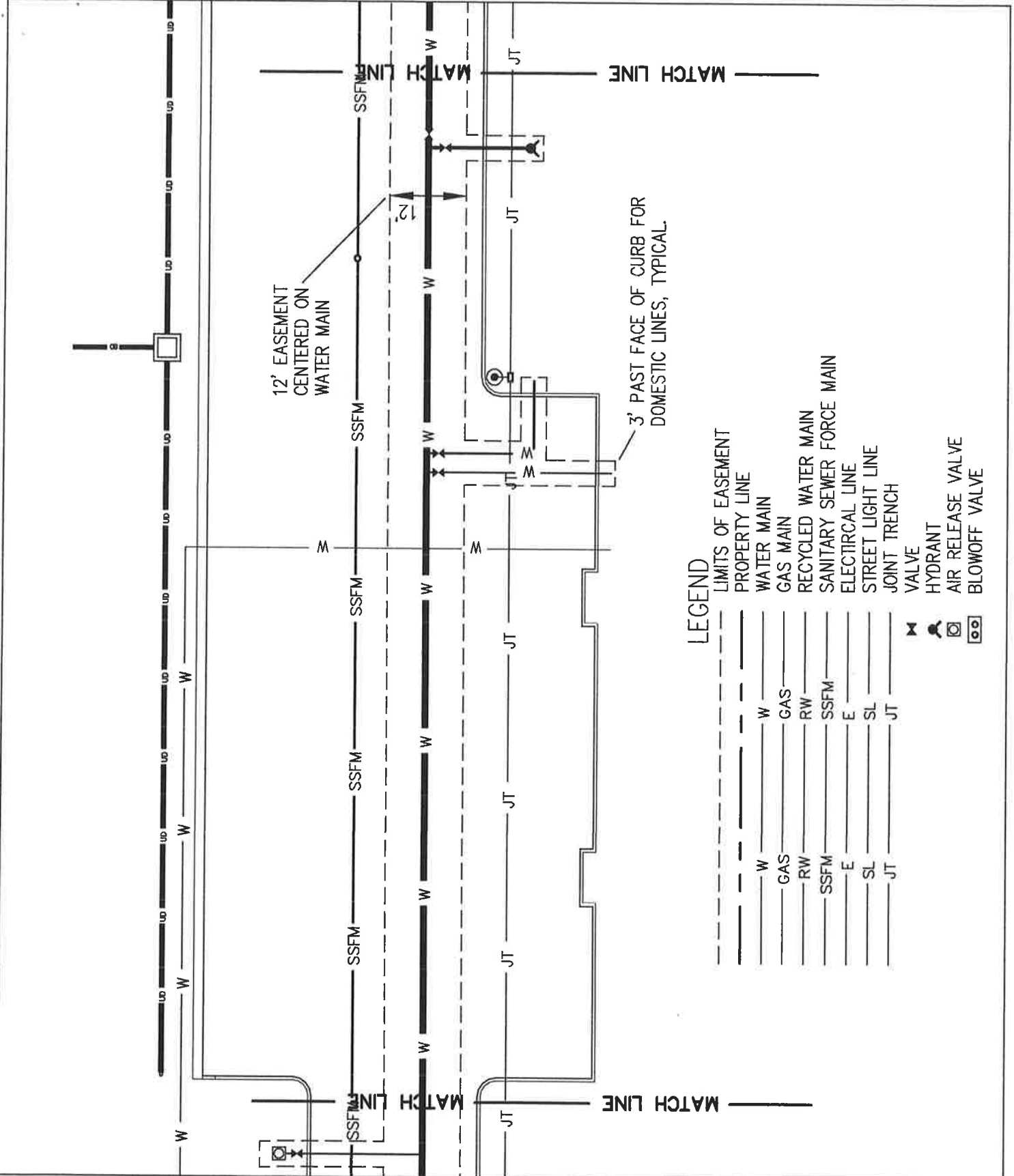
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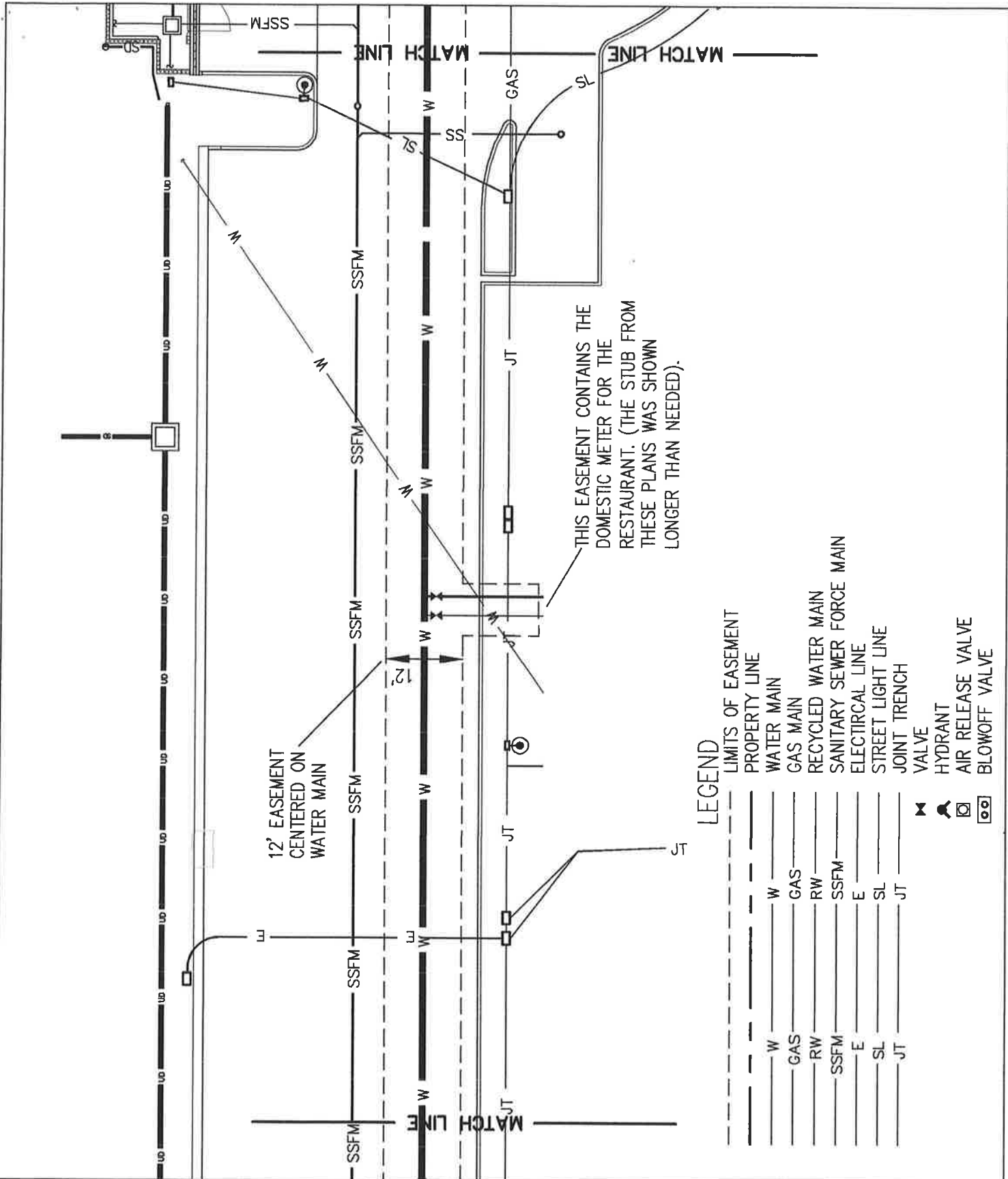


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Exhibit B
Description of Grantor's Property

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

PARCEL A OF PARCEL MAP 2003-04, "BEING THE LANDS OF CARGILL, INCORPORATED, AND THE LANDS OF SANDERS, BEING ALL THE LANDS DESCRIBED AS PARCELS TWO AND THREE IN DOCUMENT NO. 99076712 SAN MATEO COUNTY", WHICH MAP RECORDED ON DECEMBER 8, 2003, BOOK 75 OF PARCEL MAPS, PAGES 37 AND 38, OFFICIAL RECORDS OF SAN MATEO COUNTY.

APN: 054-300-680

JPN: 054-030-300-024.03 and 04