

CITY COUNCIL AGENDA REPORT

Meeting Date:	October 5, 2023
From:	Director of Public Works/City Engineer
Subject:	Quitclaim of Unnecessary Easements

Community Goal/Result

Economic Development

Purpose

To review requested Quitclaim Deed for easements that are no longer needed by the City.

Recommendation

Authorize the City Manager to execute the attached Quitclaim Deed for easements on APN 007-150-030 and 007-150-040.

Background

The City has multiple access/utility easements that cross the properties located on Van Waters Road. These agreements were granted in the early 1980s. During the recent development of these properties, the engineer of record noted that the location of the easements did not align with the location of the utilities.

The development team and city staff worked together to draft new easements for the city's utilities, and to draft a quitclaim of the 1980s easements that were no longer needed.

Discussion

The attached ALTA/ACSM Land Title Survey ("easement map") has been colored to indicate the transactions to be undertaken. Those easements highlighted in green and in yellow overlayed with red hash marks are the easements to be quitclaimed.

The easements overlayed with red hash marks show the new easements that have been granted to the city. These new easements have already been accepted by the Director of Public Works pursuant to authority granted by Resolution No. 77-56. (Note that these new easements do include a general note providing vehicular and pedestrian access across the property, so the previously specified access easement from Bayshore Boulevard is no longer necessary.)

Legal Counsel and the Director of Public Works have reviewed all of the agreements, the easement map, and the Preliminary Report that delineated the easements to be quitclaimed; their recommendation is to approve the Quitclaim Deed.

Fiscal Impact

There is no fiscal impact to the city as a result of approving the recommendation.

Measure of Success

This is the final step in ensuring that the City has all of the access and utility easements necessary to provide continuing service. The recommended action will quitclaim unneeded easements, and remove unnecessary title burdens from the owner's property.

Attachments

- 1. Quitclaim Deed (APNs 007-150-030, 007-150-040)
- 2. ALTA/ACSM Land Title Survey ("easement map")
- 3. Public Utilities Easement Agreement (recorded 2023-043640)
- 4. Storm Drainage Easement Agreement (recorded 2023-043641)

R.L. Breault

Randy Breault, Public Works Director

ly In L. Holo

Clay Holstine, City Manager

RECORDING REQUESTED BY:

First American Title Insurance Company National Commercial Services

WHEN RECORDED MAIL DOCUMENT TO:

M&L Associates c/o Prologis Attn: Legal Dept (M Harris – D Horton) 1800 Wazee Street, Suite 500 Denver, CO 80202

Space Above This Line for Recorder's Use Only

QUITCLAIM DEED

A.P.N.: 007-150-030 and 007-150-040

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is \$0.00. Both the value of the property conveyed herein, and the consideration received by Grantor, is less than \$100.00. (California Revenue and Taxation Code § 11911.)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF BRISBANE, a municipal corporation ("Grantor") DOES

hereby remise, release and forever quitclaim to M&L ASSOCIATES, a New Jersey general partnership ("Grantee")

any and all right, title or interest that Grantor has or may have under, or by virtue of (collectively, the "Grants of Easement") (i) that certain Grant Deed recorded on January 18, 1980 in the Official Records of San Mateo County, California as Instrument No. 10278-AP in Book 7932, Page 46, (ii) that certain Grant Deed recorded on January 18, 1980 in the Official Records of San Mateo County, California as Instrument No. 10278-AP in Book 7932, Page 46, (ii) that certain Grant Deed recorded on January 18, 1980 in the Official Records of San Mateo County, California as Instrument No. 10279-AP in Book 7932, Page 53, (iii) an easement for emergency public vehicle access, water mains, sanitary sewers, public utilities and incidental purposes, as shown or dedicated on that certain Parcel Map recorded on January 18, 1980 in Parcel Maps of San Mateo County, California in Book 48, Page 98, and (iv) that certain Indenture recorded on March 8, 1982 in the Official Records of San Mateo County, California as Instrument No. 82018658, which Grants of Easement was recorded against portions of that certain real property located in the City of Brisbane, County of San Mateo, State of California, as more particularly described the Grants of Easement.

This Quitclaim Deed may be executed in any number of counterparts.

[Signatures Follows on Next Page]

City of Brisbane, a Municipal corporation

[Signatures continue on following page]

M & L ASSOCIATES,

- a New Jersey general partnership
- By: Prologis OP M&L Holdings LLC, a Delaware limited liability company, a Partner
 - By: Prologis, L.P., a Delaware limited partnership, its sole member
 - By: Prologis, Inc., a Maryland corporation, its general partner

By:	
Name:	
Title:	

- By: Prologis M&L Holdco LLC, a Delaware limited liability company, a Partner
 - By: PAC Operating Limited Partnership, a Delaware limited partnership, its sole member
 - By: Palmtree Acquisition Corporation, a Delaware corporation, its general partner

By:	
Name:	
Title:	

[Signatures continue on following page]

NOTARY 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

On _____, before me, _____

a Notary Public, personally appeared

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 of Notary

(Affix seal here)

NOTARY 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

On _____, before me, _____

a Notary Public, personally appeared

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.

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WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)





RECORDING REQUESTED BY:

First American Title Insurance Company National Commercial Services

WHEN RECORDED MAIL DOCUMENT TO:

M&L Associates c/o Prologis Attn: Legal Dept (M Harris – D Horton) 1800 Wazee Street, Suite 500 Denver, CO 80202

APN: 007-150-030 and 007-150-040

Space Above This Line for Recorder's Use Only

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PUBLIC UTILITIES EASEMENT AGREEMENT

This Public Utilities Easement Agreement is intended to evidence the agreement between **M&L Associates**, a New Jersey general partnership ("Grantor") and the **City of Brisbane**, a municipal corporation ("Grantee") with respect to that certain Public Utilities Easement (as hereinafter defined), which Public Utilities Easement is referenced on that certain unrecorded Southern Pacific Company Railroad Right of Way Map dated January 21, 1981. This Public Utilities Easement Agreement shall, and hereby does, supersede any and all prior agreements between Grantor and Grantee with respect to the Public Utilities Easement.

For value received, Grantor hereby grants, bargains, sells and conveys to Grantee a nonexclusive easement and right to construct, repair, replace, operate, inspect and maintain public utility lines and all related facilities (the "Public Utilities Easement") through, under and along the following described property in the City of Brisbane, County of San Mateo, State of California:

The Grantor's property is more particularly described in **Exhibit** "A" – **Property Legal Description**.

The Public Utilities Easement is more particularly described as a strip of land described and depicted in **Exhibit "B" – Easement Legal Description** and **Exhibit "C" – Map of Easement**, both attached hereto and by this reference made a part hereof (collectively, the "Easement Area").

Grantee shall give reasonable notice to Grantor before accessing the Easement Area and commencing activities permitted hereunder in the Easement Area.

Grantor further grants to Grantee rights to vehicular and pedestrian ingress and egress over and across drive aisles on Grantor's property reasonably adjacent to the Easement Area for the sole purpose of Grantee exercising it's rights hereunder, provided, however, in no event shall Grantee block or prohibit Grantor's or its tenants' or invitees' access to and from the Grantor's property or unreasonably restrict parking on Grantor's property.

The true and actual consideration for this conveyance is other good and valuable consideration.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Public Utilities Easement Agreement as of this ______day of ______, 2023.

M & L ASSOCIATES, a New Jersey general partnership

- By: Prologis OP M&L Holdings LLC, a Delaware limited liability company, a Partner
 - By: Prologis, L.P., a Delaware limited partnership, its sole member
 - By: Prologis, Inc., a Maryland corporation, its general partner

enever By: . Cadwalacher Name: anonese A Title: Preside Vice

- By: Prologis M&L Holdco LLC, a Delaware limited liability company, a Partner
 - By: PAC Operating Limited Partnership, a Delaware limited partnership, its sole member
 - By: Palmtree Acquistion Corporation, a Delaware corporation, its general partner

Bv: Genevieve S. Cadwalader Name: Title:

City of Brisbane, a Municipal corporation

recenteched certificate of acceptance

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 Sant Parcis co Leslie Fry M On August 31 t 2023, before me, a Notary Public, personally appeared Generieve

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 of Notary

(Affix seal here)



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 Princis co On Averst 31 \$ 2023, before me, Leslie Fey Mills a Notary Public, personally appeared Gener walad IEVE 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 Ns/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 of Not

(Affix seal here)



ACKNOWLEDGMENT				
A notary public or other officer completing this certificate verifies only the identity of the individu who signed the document to which this certifica attached, and not the truthfulness, accuracy, or validity of that document.	te is			
State of California San Mateo)				
On <u>September 5, 2023</u> before me,	Engrid Padilla, Notary Public (insert name and title of the officer)			
personally appeared <u>Pandy Brea</u> who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the p	dged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the			
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	e laws of the State of California that the foregoing			
WITNESS my hand and official seal.	INGRID PADILLA Notary Public - California San Mateo County Commission # 2306816			
Signature Angrid Padilla	(Seal)			

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant from M&L Associates to the City of Brisbane is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on June 27, 1977, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: September 1, 2023

DIRECTOR OF PUBLIC WORKS R.L. Bregult

RESOLUTION NO. 77-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ACCEPT AND CONSENT TO DEEDS OR GRANTS OF REAL ESTATE

WHEREAS, Section 27281 of the Government Code provides that a political corporation or governmental agency for public purposes may not have deeds or grants conveying an interest in or easement upon real estate to it accepted for recordation without its consent evidenced by its certificate or resolution of acceptance; and

WHEREAS, the City Council may, by general resolution, authorize an officer or agent to accept and consent to a deed or grant conveying an interest in or easement upon real estate to the City and it is in the interest of convenience and efficiency to designate the Director of Public Works as the officer authorized to accept deeds and grants.

THE CITY COUNCIL OF THE CITY OF ERISBANE RESOLVES as follows:

1. The Director of Public Works is authorized to accept and consent to all deeds and grants conveying an interest in or easement upon real estate to the City of Brisbane for public purposes.

2. Whenever a grantor conveys an interest in or easement upon real estate to the City of Brisbane by deed or grant for a public purpose, the Director of Public Works is authorized to accept and consent to the deed or grant and to execute a Certificate of Acceptance and consent in substantially the following form:

DATED:

DIRECTOR OF PUBLIC WORKS

3. Prior to the Director of Public Works accepting and consenting to any deed or grant, he shall notify the City Council, in writing, the name of grantor and purpose of deed or grant for which he intends to accept and consent.

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I, the undersigned, hereby certify that the foregoing Resolution No. 77-56, was duly and regularly passed and adopted by the Brisbane City Council at a regular meeting held thereof, on June 27, 1977, by the following vote:

GOERCKE, HODGE, MILLER, THOMPSON, BRADSHAW

Noes: NONE Absent: NONE

Ayes:

. . .

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RICHARD B. KERWI City Clerk

EXHIBIT "A"

Property Legal Description

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

BEING ALL OF PARCELS A AND B, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED FOR RECORD ON JANUARY 18, 1980, IN <u>BOOK 48 OF PARCEL MAPS, AT PAGE 98</u>, OFFICIAL RECORDS SAN MATEO COUNTY, AND ALL OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON APRIL 04, 2016, AS INSTRUMENT NO. <u>2016-029728</u>, OFFICIAL RECORDS SAN MATEO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A OF SAID MAP (<u>48</u> <u>PM 98</u>), THENCE ALONG THE GENERAL EASTERLY BOUNDARY OF SAID PARCELS A & B, THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 33° 43' 15" EAST, 1519.55 FEET,

2) SOUTH 33° 17' 04" EAST, 235.94 FEET,

3) SOUTH 30° 39' 02" EAST, 229.71 FEET, AND

4) ALONG THE ARC OF A NON-TANGENT 2511.60 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 61° 31' 00" WEST, THROUGH A CENTRAL ANGLE OF 11° 57' 54", AN ARC DISTANCE OF 524.49 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE PROPERTY DESCRIBED IN SAID GRANT DEED (2016-029728 OR).

THENCE ALONG THE GENERAL EASTERLY BOUNDARY OF SAID PARCEL (2016-029728 OR), THE FOLLOWING FIVE (5) COURSES:

1) NORTH 04° 53' 53" EAST, 42.11 FEET,

2) ALONG THE ARC OF A NON-TANGENT 2471.51 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 71° 31' 51" WEST, THROUGH A CENTRAL ANGLE OF 01° 49' 18", AN ARC DISTANCE OF 78.58 FEET,

3) SOUTH 00° 09' 01" WEST, 96.21 FEET,

4) NORTH 85° 39' 01" EAST, 28.77 FEET,

5) ALONG THE ARC OF A NON-TANGENT 2576.31 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 76° 38' 29" WEST, THROUGH A CENTRAL ANGLE OF 04° 16' 20", AN ARC DISTANCE OF 192.10 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL (2016-029728 OR).

THENCE ALONG THE GENERAL SOUTHERLY BOUNDARY OF SAID PARCEL (2016-029728 OR), SOUTH 31° 20' 25" WEST, 254.75 FEET, TO A POINT AT THE SOUTHWESTERLY

CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD, WHOSE WIDTH VARIES.

THENCE ALONG THE GENERAL WESTERLY BOUNDARY OF SAID PARCEL (2016-029728 OR) AND THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD, THE FOLLOWING FIVE (5) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 762.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 80° 55' 17" WEST, THROUGH A CENTRAL ANGLE OF 28° 35' 17", AN ARC DISTANCE OF 380.45 FEET,

2) NORTH 37° 40' 00" WEST, 22.00 FEET,

3) NORTH 04° 05' 59" WEST, 59.16 FEET,

4) NORTH 60° 20' 30" WEST, 52.08 FEET, AND

5) NORTH 04° 40' 00" WEST, 108.35 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL (2016-029728 OR), SAID POINT ALSO BEING THE SOUTH WESTERLY CORNER OF SAID PARCEL B (48 PM98).

THENCE ALONG THE GENERAL WESTERLY BOUNDARY OF SAID PARCELS A & B (<u>48 PM</u> <u>98</u>), THE FOLLOWING FIVE (5) COURSES:

1) NORTH 38° 20' 35" WEST, 314.27 FEET,

2) NORTH 41° 47' 00" WEST, 362.37 FEET,

3) ALONG THE ARC OF A 1430.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 13' 58", AN ARC DISTANCE OF 704.64 FEET,

4) NORTH 13° 33' 02" WEST, 688.98 FEET,

5) ALONG THE ARC OF NON-TANGENT 1500.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 77° 25' 32" WEST, THROUGH A CENTRAL ANGLE OF 12° 45' 37", AN ARC DISTANCE OF 334.06 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL IS DESCRIBED IN THAT CERTAIN DECLARATION OF MERGER, RECORDED OCTOBER 27, 2022 AS INSTRUMENT NO. <u>2022-075904</u>, SAN MATEO COUNTY RECORDS.

APN: 007-150-030, 007-150-040 AND 007-150-070

EXHIBIT "B" LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF BRISBANE, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN THE DECLARATION OF MERGER, RECORDED ON OCTOBER 27, 2022 AS INSTRUMENT NUMBER 2022-075904, OFFICIAL RECORDS OF SAN MATEO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID MERGED PARCEL (2022-075904 O.R.), AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE BEING DESCRIBED AS NORTH 38° 20' 35" WEST, 314.27 FEET IN SAID MERGER, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD (WIDTH VARIES);

THENCE LEAVING SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 84° 59' 09" EAST, 49.15 FEET,
- 2) NORTH 39° 26' 51" WEST, 279.73 FEET,
- 3) NORTH 45° 48' 28" WEST, 161.04 FEET,
- 4) NORTH 41° 49' 41" WEST, 43.70 FEET,
- 5) NORTH 37° 52' 24" WEST, 331.09 FEET, AND
- 6) SOUTH 52° 07' 26" WEST, 33.68 FEET, TO A POINT ON SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE,

THENCE ALONG SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A 1430.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS NORTH 52° 24' 34" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 00° 24' 05", FOR AN ARC DISTANCE OF 10.02 FEET;

THENCE LEAVING SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 52° 07' 26" EAST, 43.60 FEET,
- 2) SOUTH 37° 52' 24" EAST, 341.82 FEET,
- 3) SOUTH 42° 01' 53" EAST, 40.28 FEET,
- 4) SOUTH 45° 48' 28" EAST, 161.22 FEET,
- 5) SOUTH 39° 26' 51" EAST, 291.81 FEET, AND
- 6) SOUTH 84° 59' 09" EAST, 216.08 FEET, TO A POINT ON THE EASTERLY LINE OF SAID PARCEL (2022-075904 O.R.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE LANDS OF SOUTHERN PACIFIC RAILROAD.

THENCE ALONG SAID EASTERLY LINE (2022-075904 O.R.) AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 17° 09' 32" EAST, 21.60 FEET;

THENCE LEAVING SAID EASTERLY LINE (2022-075904 O.R.) AND SAID WESTERLY RIGHT OF WAY LINE, NORTH 84° 59' 09" WEST, 283.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (2022-075904 O.R.) AND THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD (WIDTH VARIES);

THENCE ALONG SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE, NORTH 04° 40' 00" WEST, 20.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,306 SQUARE FEET OR 0.3284 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & W CIVIL ENGINEERS & SURVEYORS, INC.



12 / // KC J. KELLER, P.L.S. 9731

1/26/23



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APN: 007-150-030 and 007-150-040

M&L Associates c/o Prologis

Denver, CO 80202

Space Above This Line for Recorder's Use Only

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is \$0.00. Both the value of the property conveyed herein, and the consideration received by Grantor, is less than \$100.00. (California Revenue and Taxation Code § 11911.)

STORM DRAINAGE EASEMENT AGREEMENT

This Storm Drainage Easement Agreement is intended to evidence the agreement between M&L Associates, a New Jersey general partnership ("Grantor") and the City of Brisbane, a municipal corporation ("Grantee") with respect to that certain Storm Drainage Easement (as hereinafter defined), which Storm Drainage Easement is referenced on (1) that certain unrecorded Southern Pacific Company Railroad Right of Way Map dated June 28, 1977, and (2) that certain unrecorded Southern Pacific Company Railroad Right of Way Map dated January 21, 1981. This Storm Drainage Easement Agreement shall, and hereby does, supersede any and all prior agreements between Grantor and Grantee with respect to the Storm Drainage Easement.

For value received, Grantor hereby grants, bargains, sells and conveys to Grantee a nonexclusive easement and right to construct, repair, replace, operate, inspect and maintain storm drainage pipelines and all related facilities (the "Storm Drainage Easement") through, under and along the following described property in the City of Brisbane, County of San Mateo, State of California:

The Grantor's property is more particularly described in Exhibit "A" - Property Legal Description.

The Storm Drainage Easement is more particularly described as a strip of land described and depicted in Exhibit "B" - Easement Legal Description and Exhibit "C" - Map of Easement. both attached hereto and by this reference made a part hereof (collectively, the "Easement Area").

Grantee shall give reasonable notice to Grantor before accessing the Easement Area and commencing activities permitted hereunder in the Easement Area.

Grantor further grants to Grantee rights to vehicular and pedestrian ingress and egress over and across drive aisles on Grantor's property reasonably adjacent to the Easement Area for the sole purpose of Grantee exercising it's rights hereunder, provided, however, in no event shall Grantee block or prohibit Grantor's or its tenants' or invitees' access to and from the Grantor's property or

unreasonably restrict parking on Grantor's property.

The true and actual consideration for this conveyance is other good and valuable consideration.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Storm Drainage Easement Agreement as of this <u>ا</u> day of ______, 2023.

M & L ASSOCIATES, a New Jersey general partnership

- By: Prologis OP M&L Holdings LLC, a Delaware limited liability company, a Partner
 - By: Prologis, L.P., a Delaware limited partnership, its sole member
 - By: Prologis, Inc., a Maryland corporation, its general partner

By: Name: Genevie د داسم Title: Vice President

- By: Prologis M&L Holdco LLC, a Delaware limited liability company, a Partner
 - By: PAC Operating Limited Partnership, a Delaware limited partnership, its sole member
 - By: Palmtree Acquistion Corporation, a Delaware corporation, its general partner

By: alus Name: enevieve A. Cadwalacher Title: vice Predictent

City of Brisbane, a Municipal corporation

sec attached certificate of acceptance

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 Son Trancisco On August 31st 2023, before me, Listie Fay Mi a Notary Public, personally appeared <u>Genev</u> alanter who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ase 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 of Nota

(Affix seal here)



NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA County of Son Francisco OnAugust 31st 2023, before me, Leslie Fay Mill: a Notary Public, personally appeared _ Centrie

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(iss), 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 of Notary

(Affix seal here)



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 San Mafeo			
On <u>September 5, 2023</u> before me, <u>Engrid</u> Padilla, No (insert name and title of the	Harg Public officer)		
personally appeared <u>Run dy Bread It</u> who proved to me on the basis of satisfactory evidence to be the person(s) who subscribed to the within instrument and acknowledged to me that he/she/they e his/her/their authorized capacity(ies), and that by his/her/their signature(s) on th person(s), or the entity upon behalf of which the person(s) acted, executed the	ne instrument the		
I certify under PENALTY OF PERJURY under the laws of the State of Californi paragraph is true and correct.	a that the foregoing		
Notar	INGRID PADILLA y Public - California an Mateo County mission # 2306816		
Signature Mynd Padulla (Seal)	n. Expires Oct 22, 2023 D		

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant from M&L Associates to the City of Brisbane is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on June 27, 1977, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: September 1, 2023

JV7 <u>un</u>/1 DIRECTOR OF PUBLIC WORKS R.L. Breault

APN: 007-150-030 and 007-150-040

RESOLUTION NO. 77-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ACCEPT AND CONSENT TO DEEDS OR GRANTS OF REAL ESTATE

WHEREAS, Section 27281 of the Government Code provides that a political corporation or governmental agency for public purposes may not have deeds or grants conveying an interest in or easement upon real estate to it accepted for recordation without its consent evidenced by its certificate or resolution of acceptance; and

WHEREAS, the City Council may, by general resolution, authorize an officer or agent to accept and consent to a deed or grant conveying an interest in or easement upon real estate to the City and it is in the interest of convenience and efficiency to designate the Director of Public Works as the officer authorized to accept deeds and grants.

THE CITY COUNCIL OF THE CITY OF BRISBANE RESOLVES as follows:

1. The Director of Public Works is authorized to accept and consent to all deeds and grants conveying an interest in or easement upon real estate to the City of Brisbane for public purposes.

2. Whenever a grantor conveys an interest in or easement upon real estate to the City of Brisbane by deed or grant for a public purpose, the Director of Public Works is authorized to accept and consent to the deed or grant and to execute a Certificate of Acceptance and consent in substantially the following form:

This is to certify that the interest in real property conveyed by the deed or grant from _________to the City of Brisbane is hereby accepted by the undersigned officer on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on _______, 1977, and the grantee consents to recordation thereof by its duly authorized officer.

DATED:

DIRECTOR OF PUBLIC WORKS

3. Prior to the Director of Public Works accepting and consenting to any deed or grant, he shall notify the City Council, in writing, the name of grantor and purpose of deed or grant for which he intends to accept and consent.

PAUL F Mayor

I, the undersigned, hereby certify that the foregoing Resolution No. 77-56, was duly and regularly passed and adopted by the Brisbane City Council at a regular meeting held thereof, on June 27, 1977, by the following vote:

GOERCKE, HODGE, MILLER, THOMPSON, BRADSHAW

Noes: NONE Absent: NONE

Ayes:

. .

Mis RICHARD B. KERWI

City Clerk

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EXHIBIT "A"

Property Legal Description

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

BEING ALL OF PARCELS A AND B, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED FOR RECORD ON JANUARY 18, 1980, IN <u>BOOK 48 OF PARCEL MAPS, AT PAGE 98</u>, OFFICIAL RECORDS SAN MATEO COUNTY, AND ALL OF THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED, RECORDED ON APRIL 04, 2016, AS INSTRUMENT NO. <u>2016-029728</u>, OFFICIAL RECORDS SAN MATEO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A OF SAID MAP (<u>48</u> <u>PM 98</u>), THENCE ALONG THE GENERAL EASTERLY BOUNDARY OF SAID PARCELS A & B, THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 33° 43' 15" EAST, 1519.55 FEET,

2) SOUTH 33° 17' 04" EAST, 235.94 FEET,

3) SOUTH 30° 39' 02" EAST, 229.71 FEET, AND

4) ALONG THE ARC OF A NON-TANGENT 2511.60 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 61° 31' 00" WEST, THROUGH A CENTRAL ANGLE OF 11° 57' 54", AN ARC DISTANCE OF 524.49 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE PROPERTY DESCRIBED IN SAID GRANT DEED (2016-029728 OR).

THENCE ALONG THE GENERAL EASTERLY BOUNDARY OF SAID PARCEL (2016-029728 OR), THE FOLLOWING FIVE (5) COURSES:

1) NORTH 04° 53' 53" EAST, 42.11 FEET,

2) ALONG THE ARC OF A NON-TANGENT 2471.51 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 71° 31' 51" WEST, THROUGH A CENTRAL ANGLE OF 01° 49' 18", AN ARC DISTANCE OF 78.58 FEET,

3) SOUTH 00° 09' 01" WEST, 96.21 FEET,

4) NORTH 85° 39' 01" EAST, 28.77 FEET,

5) ALONG THE ARC OF A NON-TANGENT 2576.31 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 76° 38' 29" WEST, THROUGH A CENTRAL ANGLE OF 04° 16' 20", AN ARC DISTANCE OF 192.10 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL (2016-029728 OR).

THENCE ALONG THE GENERAL SOUTHERLY BOUNDARY OF SAID PARCEL (2016-029728 OR), SOUTH 31° 20' 25" WEST, 254.75 FEET, TO A POINT AT THE SOUTHWESTERLY

CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD, WHOSE WIDTH VARIES.

THENCE ALONG THE GENERAL WESTERLY BOUNDARY OF SAID PARCEL (2016-029728 OR) AND THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD, THE FOLLOWING FIVE (5) COURSES:

1) ALONG THE ARC OF A NON-TANGENT 762.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 80° 55' 17" WEST, THROUGH A CENTRAL ANGLE OF 28° 35' 17", AN ARC DISTANCE OF 380.45 FEET,

2) NORTH 37° 40' 00" WEST, 22.00 FEET,

3) NORTH 04° 05' 59" WEST, 59.16 FEET,

4) NORTH 60° 20' 30" WEST, 52.08 FEET, AND

5) NORTH 04° 40' 00" WEST, 108.35 FEET, TO THE NORTHWESTERLY CORNER OF SAID PARCEL (2016-029728 OR), SAID POINT ALSO BEING THE SOUTH WESTERLY CORNER OF SAID PARCEL B (48 PM98).

THENCE ALONG THE GENERAL WESTERLY BOUNDARY OF SAID PARCELS A & B (<u>48 PM</u> <u>98</u>), THE FOLLOWING FIVE (5) COURSES:

1) NORTH 38° 20' 35" WEST, 314.27 FEET,

2) NORTH 41° 47' 00" WEST, 362.37 FEET,

3) ALONG THE ARC OF A 1430.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 13' 58", AN ARC DISTANCE OF 704.64 FEET,

4) NORTH 13° 33' 02" WEST, 688.98 FEET,

5) ALONG THE ARC OF NON-TANGENT 1500.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 77° 25' 32" WEST, THROUGH A CENTRAL ANGLE OF 12° 45' 37", AN ARC DISTANCE OF 334.06 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL IS DESCRIBED IN THAT CERTAIN DECLARATION OF MERGER, RECORDED OCTOBER 27, 2022 AS INSTRUMENT NO. <u>2022-075904</u>, SAN MATEO COUNTY RECORDS.

APN: 007-150-030, 007-150-040 AND 007-150-070

EXHIBIT "B" LEGAL DESCRIPTION STORM DRAIN EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF BRISBANE, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN THE DECLARATION OF MERGER, RECORDED ON OCTOBER 27, 2022 AS INSTRUMENT NUMBER 2022-075904, OFFICIAL RECORDS OF SAN MATEO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID MERGED PARCEL (2022-075904 O.R.), AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE BEING DESCRIBED AS NORTH 38° 20' 35" WEST, 314.27 FEET IN SAID DECLARATION OF MERGER, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BAYSHORE BOULEVARD (WIDTH VARIES);

THENCE LEAVING SAID WESTERLY LINE (2022-075904 O.R.) AND SAID EASTERLY RIGHT OF WAY LINE, SOUTH 84° 59' 09" EAST, 35.39 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG LAST SAID LINE, SOUTH 84° 59' 09" EAST, 14.01 FEET;

THENCE LEAVING LAST SAID LINE AND ALONG THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 39° 26' 51" EAST, 36.24 FEET, AND
- SOUTH 62° 50' 27" EAST, 242.01 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL (2022-075904 O.R.), SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE LANDS OF SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID EASTERLY LINES OF SAID PARCEL (2022-075904 O.R.) THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 00° 09' 01" WEST, 9.25 FEET, AND
- 2) NORTH 85° 39' 01" EAST, 15.77 FEET;

THENCE LEAVING SAID EASTERLY LINE (2022-075904 O.R.), SOUTH 62° 50' 27" EAST, 16.88 FEET TO THE BEGINNING OF A NON-TANGENT 2576.31 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING ON THE EASTERLY LINE OF SAID PARCEL (2022-075904 O.R.) AND THE WESTERLY RIGHT OF WAY LINE OF LANDS OF SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 76° 50' 24" WEST, THROUGH A CENTRAL ANGLE OF 00° 17' 28", FOR AN ARC DISTANCE OF 13.09 FEET;

THENCE LEAVING SAID EASTERLY LINE (2022-075904 O.R.) AND WESTERLY RIGHT OF WAY LINE ALONG THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 62° 50' 27" WEST, 287.04 FEET, AND
- 2) NORTH 39° 26' 51" WEST, 48.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,167 SQUARE FEET OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

KIER & W CIVIL ENGINEERS & SURVEYORS, INC.

Kc J. KELLER, P.L.S. 9731

<u>4/26/23</u> DATE





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