

RECORDING REQUESTED BY:

City of Burlingame

WHEN RECORDED RETURN TO:

City of Burlingame

501 Primrose Road

Burlingame, CA 94010

Attn: Meaghan Hassel-Shearer, City Clerk

(Space above reserved for Recorder's Use Only)

Documentary Transfer Tax is \$0.00 (zero dollars) pursuant to Revenue & Taxation Code section 1192 [government agency acquiring property interest];  
Exempt from Filing Fee pursuant to Government Code sections 6103 and 27383

**GRANT OF SEWER AND ACCESS EASEMENTS AND AGREEMENT**

APN: 026-223-200

This GRANT OF SEWER AND ACCESS EASEMENTS AND AGREEMENT (“**Grant**”) is made by and between the ASAN NANUM FOUNDATION (“**GRANTOR**”) and the CITY OF BURLINGAME, a municipal corporation (“**GRANTEE**” or the “**CITY**”), to be effective when signed by the parties and as of the date of the recordation of this Grant (“**Effective Date**”) with the Office of the Recorder of San Mateo County, as follows:

**RECITALS**

**WHEREAS**, GRANTOR is a non-profit corporation formed in the Republic of Korea and registered as an out-of-state entity with the California Secretary of State (No. 6187602); and

**WHEREAS**, GRANTOR holds fee title to that certain real property located at 1417 Sanchez Avenue, Burlingame, County of San Mateo, State of California, identified by Assessor's Parcel Number: 026-223-200 and more particularly described in the attached Exhibit A and Exhibit B (the “**Property**”); and

**WHEREAS**, GRANTOR desires to grant to the CITY an access easement upon, over, above, and across that portion of the Property described and depicted in Exhibit A; and

**WHEREAS**, GRANTOR also desires to grant to the CITY a utility easement for sewer (wastewater) purposes upon, over, above, across, and below that portion of the Property described and depicted in Exhibit B; and

**WHEREAS**, GRANTOR and the CITY wish to effectuate such purposes and desires with this Grant.

## **GRANT OF SEWER AND ACCESS EASEMENTS AND AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. Recitals. The Recitals above are true and correct and incorporated herein by reference.
2. Grant of Access Easement. GRANTOR hereby grants, conveys, and dedicates to the CITY an easement for access, ingress, and egress upon, over, above, and across that portion of the Property as described and depicted in Exhibit A (“**Access Easement Area**”).
3. Grant of Utility Easement for Sewer. GRANTOR hereby grants, conveys, and dedicates to the CITY a utility easement for the installation, maintenance, operation, repair, replacement, and improvement of a sewer main and related infrastructure upon, over, above, across, and below that portion of the Property described and depicted in Exhibit B (“**Sewer Easement Area**”).
4. Entry onto Property. Not less than five (5) calendar days before entering onto the Property to perform any installation, maintenance, repair, or replacement of the sewer main or any related infrastructure, the CITY will provide written notice to GRANTOR. The CITY will be excepted from such written notice requirements during times of emergency or when there is a threat to public health and safety.
5. GRANTOR acknowledges and agrees that the Access Easement Area and the Sewer Easement Area shall be kept open, free, and clear of any buildings, structures, and improvements.
6. GRANTOR also acknowledges and agrees that GRANTOR shall not use the Property in a manner that substantially impairs the City’s use of the Access Easement Area.
7. GRANTOR further acknowledges and agrees that GRANTOR shall not use the Property in a manner that substantially impairs the City’s installation, maintenance, operation, repair, replacement, and improvement of a sewer main and related infrastructure within the Sewer Easement Area.
8. The easement interests in this Grant shall run with the land. The provisions of this Grant shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and the CITY.
9. Notices. Any notice, approval, consent, or other communication required or permitted to be given under this Grant shall be in writing and may be sent by (i) personal delivery; (ii) by reputable overnight courier; or (iii) electronic mail to the following recipients:

<p><b>IF TO GRANTOR:</b></p> <p>Asan Nanum Foundation 1417 Sanchez Avenue Burlingame, CA 94010</p> <p>Attn: [NAME] Email: [EMAIL ADDRESS]</p>	<p><b>IF TO CITY:</b></p> <p>City of Burlingame 501 Primrose Road Burlingame, CA 94010</p> <p>Attn: Public Works Director Email: <a href="mailto:smurtuza@burlingame.org">smurtuza@burlingame.org</a></p> <p><b>--with courtesy copy to--</b></p> <p>City of Burlingame 501 Primrose Road Burlingame, CA 94010</p> <p>Attn: City Attorney Email: <a href="mailto:mguina@burlingame.org">mguina@burlingame.org</a></p>
---	---

10. This Grant may be executed in counterparts.

11. Exhibits A and B attached hereto are made part of this Grant by reference.

**IN WITNESS WHEREOF**, this Grant is executed to be effective as of the Effective Date.

**CITY OF BURLINGAME, a California  
municipal corporation**

By: \_\_\_\_\_  
Lisa K. Goldman  
City Manager

*Approved as to form:*

By: \_\_\_\_\_  
Michael Guina  
City Attorney

**ASAN NANUM FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: 1417 Sanchez Avenue,  
Burlingame, CA 94010

(Seal, if any)

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.

## ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN MATEO )

On \_\_\_\_\_ before me, \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code section 27281)**

This is to certify that the **CITY OF BURLINGAME**, GRANTEE herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing GRANT OF SEWER AND ACCESS EASEMENTS AND AGREEMENT, dated \_\_\_\_\_, 2025 from **ASAN NANUM FOUNDATION**, GRANTOR herein, and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTEE:

CITY OF BURLINGAME,  
A municipal corporation.

By:

\_\_\_\_\_  
Lisa K. Goldman, City Manager