

**SISTERS OF MERCY OF THE AMERICAS WEST MIDWEST COMMUNITY
AGREEMENT FOR STORM DRAIN EASEMENT
Address: 2300 Adeline Drive, Burlingame, CA 94010
APN: 027-370-010**

This Easement Agreement (this "Agreement") is dated as of _____, 2019 and made by and between Sisters of Mercy of the Americas West Midwest Community ("Sisters of Mercy") and the City of Burlingame ("City"), with reference to the following facts:

A. Sisters of Mercy is the owner of certain real property located in the City of Burlingame, County of San Mateo, California at 2300 Adeline Drive.

B. The City constructed a storm drain line ("storm drain") beneath the surface of the Property as shown in Exhibit A. The storm pipe will convey storm water from the Sisters of Mercy and street drainage to Mills Creek. The storm drain replaced an existing main that has collapsed and is no longer serviceable.

C. The City desires to acquire, and Sisters of Mercy desire to grant, a storm drain easement to accommodate the new storm drain, on the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Effective Date:** This Agreement shall be effective as of the date it is recorded with the County of San Mateo Recorder.
2. **Grant of Easement.** Sisters of Mercy hereby grants to City a storm drain easement (the "Easement") under the Property within the area described in Exhibit B (the "Easement Area").
3. **Use of Easement.** The Easement shall be for the sole purpose of constructing, maintaining, repairing, and replacing the storm drain.
4. **Restrictions on Use of Easement by City.** City shall not install any other utilities within the Easement Area without the express written consent of Sisters of Mercy.
 - a. All storm drain pipes, equipment, fixtures and improvements shall be located beneath the surface of the Easement Area except to maintain and repair two service manholes within the Easement Area as shown in Exhibit B. City shall not install or construct any other improvements, equipment or fixtures at or above the surface of the Easement Area.
 - b. This Easement shall not include any mineral rights, oil and gas rights, water rights, or air rights above the surface of the Easement Area.
 - c. City shall not assign any rights under this Agreement. No other public entity or public utility shall have any right to use the Easement or the Easement Area.
5. **Scheduling of Repairs and Maintenance.** Except in emergency situations, City shall use all reasonable efforts to provide a minimum of 48 hours' notice of any maintenance and repairs to be performed within the Easement Area. In emergency situations, City shall give Sisters of Mercy as much notice as is reasonably practical under the circumstances. All maintenance and repairs shall be performed in a manner that is the least disruptive to Sisters of Mercy and the improvements on the Property.

Notice shall be provided by telephone and email. Sisters of Mercy shall provide contact information to City and may provide different or additional contact information to the Director of Public Works for City as necessary.

City shall comply with all applicable laws, ordinances, rules and regulations in connection with any work to be completed at the Property or the Easement Area. City shall secure at its expense any licenses or permits necessary for them to perform such work. City and its contractors shall be responsible for the health and safety of their respective employees, agents and representatives while present or performing any work on the Property or Easement Area. City warrants that its contractors will be licensed and insured in accordance with applicable laws, regulations and customary practice in their industry for work other than routine inspection and maintenance. Sisters of Mercy shall be named as an additional insured on the insurance described by specific endorsement. Certificates of such insurance shall be delivered to Sisters of Mercy prior to commencement of work.

City, upon completion or termination of its activities on the Property or Easement Area, as soon as practical shall remove all equipment and repair any damage to the Property or Easement Area that occurs in connection with City's access to or work thereon, including the replacement of any vegetation removed or destroyed and regrading soil. City shall keep the Property and Easement Area free of trash and debris directly attributable from City's work.

6. Termination of Easement. This Easement shall run with the land and shall continue until terminated as provided herein. The Easement shall be terminated (a) by mutual agreement or (b) if the storm drain is permanently removed from the Easement Area.

7. Indemnity Obligations. City shall indemnify, defend, and hold Sisters of Mercy harmless from any losses, claims, damage, liens, or loss of use arising from City's use of the Easement and Easement Area, including, but not limited to, damage to improvements or landscaping located on the Property and leaks from the storm drain, unless such losses or damage arose from the gross negligence or willful misconduct of Sisters of Mercy or their agents or the construction by Sisters of Mercy of subsurface penetrations within the Easement Area that damage or compromise the structural integrity of the storm drain or the surrounding soils.

8. Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in a court of competent jurisdiction in San Mateo County.

9. Successors and Assigns. This Agreement and the Easement granted herein shall be binding on and inure to the benefit of each party's successors and assigns.

10. Modifications. This Agreement represents the entire agreement of the parties with respect to its subject matter and supersedes any prior agreements and easements, express, implied, prescriptive, or dedicated. This Agreement may be modified only by a writing signed by all parties and recorded by Sisters of Mercy.

11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:


To City:	Public Works Engineering City of Burlingame 501 Primrose Road Burlingame, CA 94010
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To Sisters of Mercy:	Steve Knight Director of Property
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Sisters of Mercy of the Americas West Midwest
Community
402-881-4925
Email: sknight@mercywmw.org

SO AGREED:

Date: March 9, 2019



Rebecca J. VandenBosch (Sisters of Mercy)
7262 Mercy Road
Omaha, NE 68124
402-393-8225

CITY OF BURLINGAME

Date: _____

Lisa K. Goldman, City Manager

APPROVED AS TO FORM:

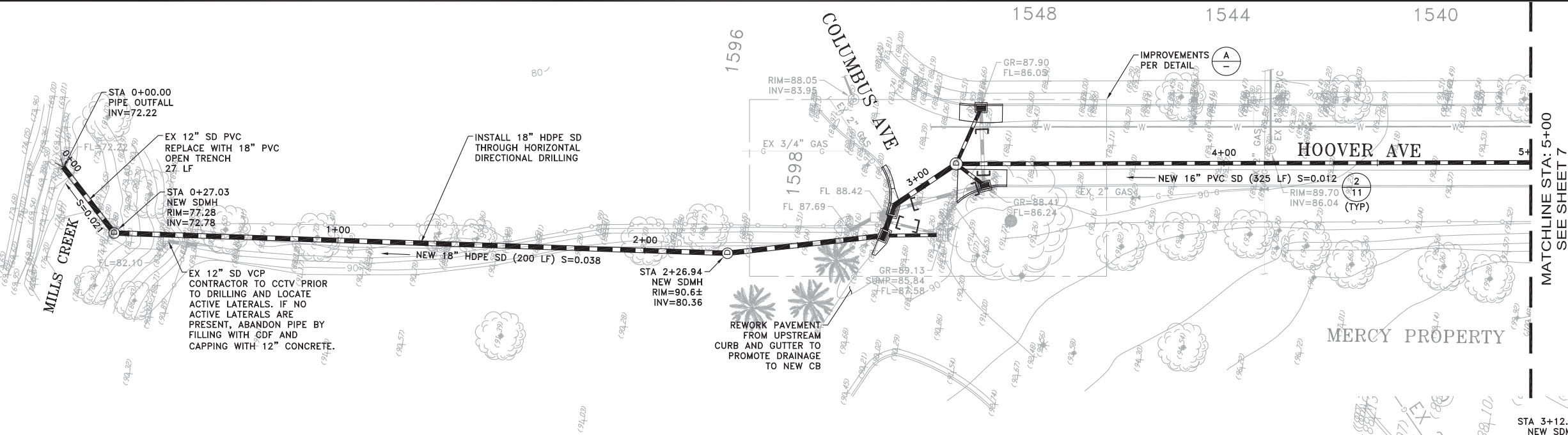
Kathleen Kane, City Attorney

ATTEST:

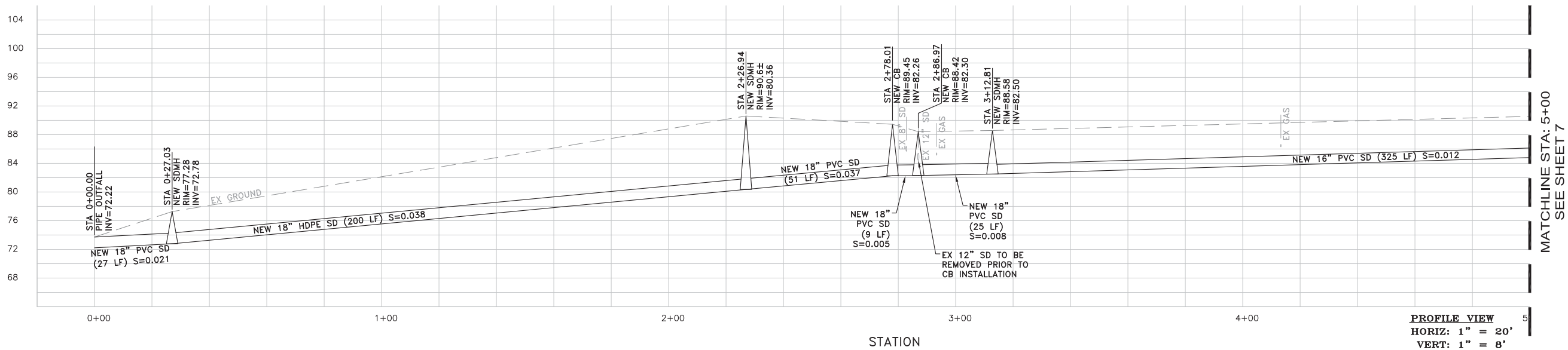
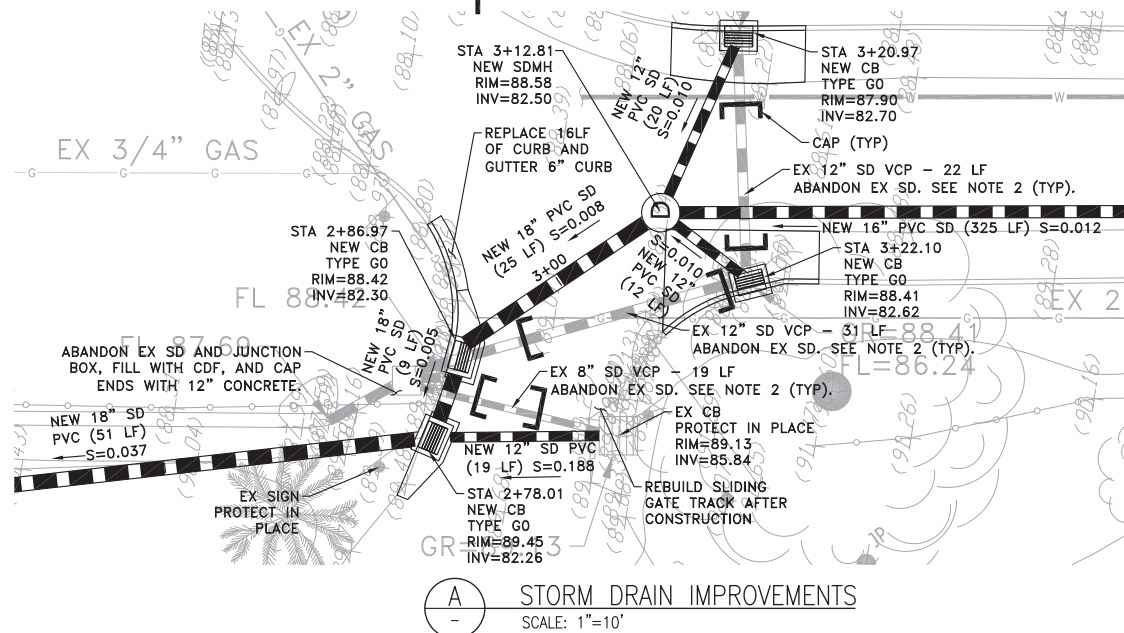
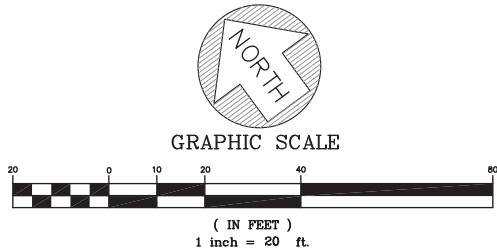
Meaghan Hassel-Shearer, City Clerk

Exhibit A

Z:\Projects\197 City of Burlingame\037_SD Project #10\AAA Latest\Sht 6-7 - PS 3 Mercy.dwg



- NOTES:
- 1) CONTRACTOR SHALL ACCOUNT FOR HOOVER AND ADELIN HAVING LARGER CONCRETE GUTTERS.
 - 2) TO ABANDON PIPE, FILL WITH CDF AND CAP ENDS WITH 12" CONCRETE. REMOVE EX PIPE WHERE NEEDED TO INSTALL NEW SD PIPE.



02/16/18	100% SUBMITTAL	Project Mgr.:	RJL	
04/19/18	ISSUE FOR BID	Project Eng.:	JL	
		Designer:	JLB	
		Checked By:	JL	
		Drawn By:	JLB	
NO.	DATE	ISSUE / REVISION DESCRIPTION	BY	BY DATE



144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920 • www.freyerlaureta.com

SAN MATEO COUNTY	CITY OF BURLINGAME	CALIFORNIA
NEIGHBORHOOD STORM DRAIN #10 PROJECT		
CITY PROJECT NO. 84900		

PROJECT SITE 3
MERCY PROPERTY
DRAINAGE IMPROVEMENTS

DESIGNED UNDER THE DIRECTION OF:	
RICHARD J. LAURETA	
R.E. No. 55783	
DATE: 04-19-18	EXPIRES: 12-31-18
DESIGN:	DATE: 04-19-18
DRAWN:	DATE: 04-19-18
CHECKED:	DATE: 04-19-18



SHEET	6
OF	15
SHEETS	

Exhibit B

EXHIBIT B – EASEMENT AREA
STORM DRAIN EASEMENT
LEGAL DESCRIPTION

All that certain real property situated in the City of Burlingame, County of San Mateo, State of California, described as follows:

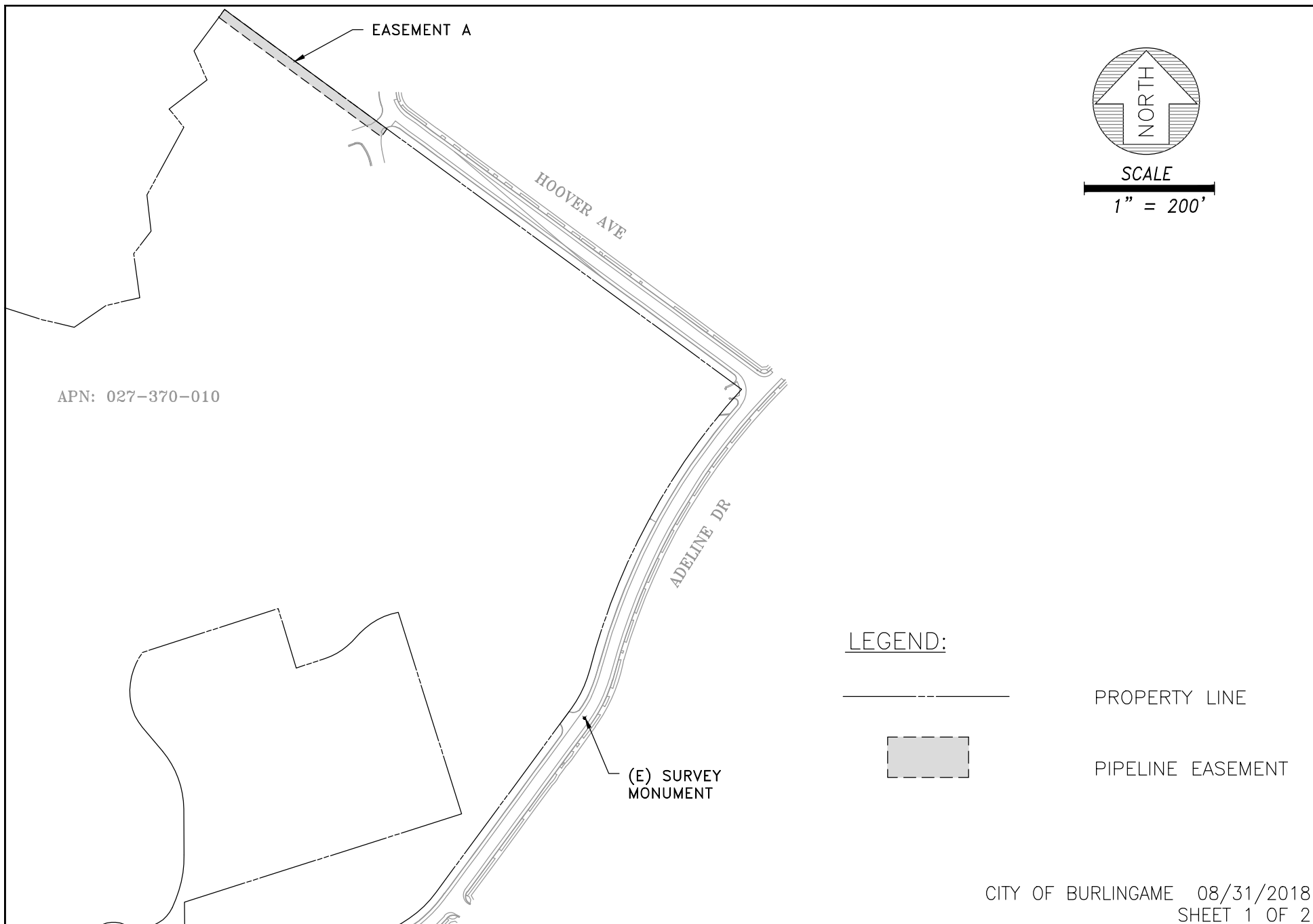
Those portions of the parcel as shown on Parcel Map LANDS OF OUR LADY OF MERCY COLLEGE, filed July 2, 2001 in Volume 22 of Maps at Pages 41 and 42 in the Office of said Recorder, being a strip of land 15 feet wide, being described as follows:

COMMENCING at the surveying monument (FD Nail in Concrete in 2" Iron Pipe) in the roadway of Adeline Drive between Poppy Drive and Hoover Ave; thence North 25°30'10" East 559.97 feet to the eastern corner of said parcel; thence along said parcel North 53°41'30" West 675.48 feet to the **TRUE POINT OF BEGINNING**; thence, proceeding counter clockwise the following courses and distances: North 53°41'30" West 310.00 feet; thence, South 36°21'45" West 15.00 feet; thence, South 53°41'30" East 310.00 feet; thence, North 36°18'45" East 15.00 feet to the **TRUE POINT OF BEGINNING**.

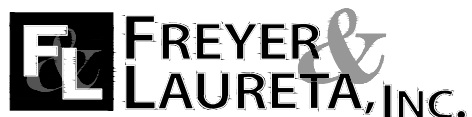
APN 027-370-010

Containing 4645 square feet (0.106 acres) more or less.

August 31, 2018



CITY OF BURLINGAME 08/31/2018
SHEET 1 OF 2



CIVIL ENGINEERS • SURVEYORS • CONSTRUCTION MANAGERS

144 North San Mateo Drive • San Mateo, CA 94401
(650)344-9901 • Fax (650)344-9920
www.freyerlaureta.com

DRAFT

EASEMENT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION

