

# REPORT

To the Honorable Mayor and City Council  
From the City Manager

**Subject**

Conveyance of Easement and Assignment of Claims and Causes of Action – South Bayside System Authority

**Recommendation**

Direct the City Clerk by motion to convey on behalf of the City, the easement to South Bayside System Authority (SBSA), and assign Claims and Causes of Action to SBSA.

**Background**

The easement and assignment of claims and causes of action pertain to property located at the San Mateo County Women's Correctional Facility (1590 Maple Street, Redwood City, California 94063). SBSA has informed the City that the SBSA's force main, which lies within the easement area, required repairs due to a leak discovered on August 24, 2004 and that access to the construction site was restricted by the County's fenced-in Sally Port Area, its transformer and emergency generator, all of which have been constructed over the SBSA's force main subsequent to acquisition of the easement by the City in 1973 (see discussion, below). SBSA has further informed the City that the existence of the County facilities required construction of specialized shoring and restricted the movement of equipment and personnel in order to affect the main repairs, thus adding significantly to the cost of the repairs.

The easement within which the force main is located was acquired by eminent domain by the City in 1973. That was before the SBSA was established. The main, after construction, was maintained and operated by the Strategic Consolidated Sewerage System ("SCSP"), the predecessor in interest to the SBSA. Title to the easement has remained vested in the City although the pipeline is owned and operated by the SBSA, and the SBSA has had beneficial use of the easement since the SBSA's establishment.

The SBSA has filed a claim against the County for the additional costs incurred by the SBSA in repairing the leak due to the existence of the County improvements over the easement area. The SBSA claim was rejected by the County. The SBSA may proceed with court action against the County. In view of the fact that the City is the holder of title of the easement, SBSA has requested that the causes of action that may have accrued to the City as a result of the location and use of the County improvements and the alleged damage to the easement and the SBSA improvements resulting therefrom be assigned to the SBSA. The intent is to transfer title to SBSA and assign the City's rights to claims and Causes of Action pertaining to the easement to SBSA.

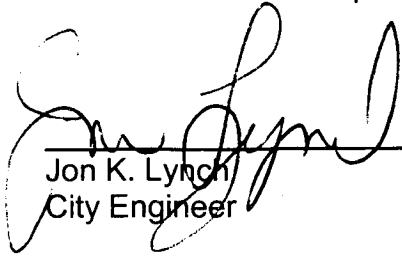
Attached are the Deeds and the Exhibits which show and describe the easement and the transfer of rights.

**Alternative**

The only alternative is to not do the transfer, which would make it difficult for both entities (the City and SBSA) to maintain control over the easement.

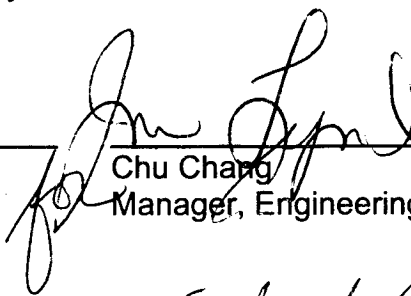
**Fiscal Impacts**

There are no fiscal impacts to the City by this action.



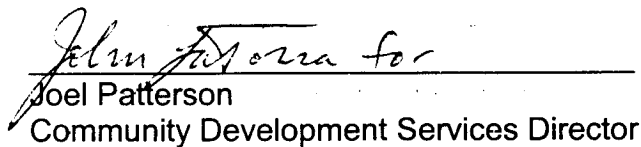
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Jon K. Lynch  
City Engineer



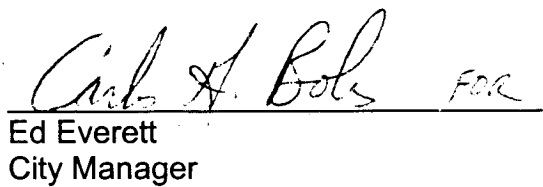
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Chu Chang  
Manager, Engineering & Construction



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Joel Patterson  
Community Development Services Director



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Ed Everett  
City Manager

RECORDING REQUESTED BY AND )  
 WHEN RECORDED MAIL TO: )  
 )  
 SOUTH BAYSIDE SYSTEM AUTHORITY )  
 1400 Radio Road )  
 Redwood City, CA 94065 )  
 Attention: James B. Bewley, Manager )  
 \_\_\_\_\_ )

Space above this line for Recorder's Use

Tax exempt: Governmental entity acquiring title.

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**ASSIGNMENT OF CLAIMS AND CAUSES OF ACTION PERTAINING TO  
 REAL PROPERTY**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY of REDWOOD CITY**, a municipal corporation of the State of California ("Assignor"), hereby assigns, transfers, grants and conveys to the **SOUTH BAYSIDE SYSTEM AUTHORITY**, a public agency ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to any and all claims, actions, causes of action, damages, losses and demands, of every nature and kind, including all equitable and legal rights and remedies (collectively, "Causes of Action") that have accrued or may accrue to Assignor by right of ownership of that certain easement acquired by Assignor pursuant to Final Order of Condemnation in City of Redwood City, a municipal corporation vs. Jay Franklin Salaman, et al., San Mateo County Superior Court No. 151818, which Order was recorded April 24, 1973 in Volume 6371 Official Records of San Mateo County, California, at pages 391-393. Said easement is located in the City of Redwood City, County of San Mateo, State of California, and described in Exhibit "A," attached hereto and incorporated herein by this reference ("Easement"). Assignor hereby expressly disclaims and relinquishes any and all interest in and to the Easement and Causes of Action or alleged Causes of Action.

This assignment includes, without limitation, any and all Causes of Action or alleged Causes of Action arising at any time from and after Assignor's ownership of said easement related to Assignee's occupancy, use and possession thereof for sanitary sewerage transmission line purposes. Further, without limitation, this assignment includes any and all Causes of Action or alleged Causes of Action arising out of any alleged encroachment upon,

6.1E-A

interference with the use or surcharge of, the Easement by the installation and construction or alleged installation and construction thereon and therein of any and all structures, equipment, machinery, improvements and appurtenances by or for the owner or owners of the underlying fee interest, its or their officers, employees, agents, contractors, subcontractors, lessees, sublessees, assignees, licensees or invitees.

As further consideration for this assignment, Assignee hereby agrees to defend (with counsel of Assignor's choice), indemnify, and save harmless Assignor, its Council, boards, commissions, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys fees, expert's fees, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by Indemnitees caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of Assignee, its officers, employees or agents, or by Assignee's predecessor in interest and its officers, employees or agents in the performance of any services or work by Assignee, its officers, employees or agents, or by Assignee's predecessor in interest and its officers, employees or agents within the Easement or services or work performed by Assignee or its predecessor in interest with harmful effect upon the Easement. The duty of Assignee to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Assignee to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

As further consideration, Assignee hereby releases and forever discharges all claims, causes of actions, and damages it has or may have, known or unknown, against Assignor which in any way arises out of or relates to, or may be based in part, or in whole, or are in any way connected with Assignor's ownership of the Easement, and the improvements constructed and maintained therein and thereon and covenants not to sue Assignor in connection therewith. Assignee waives the application of Section 1542 of the Civil Code.

(Signatures on following page)

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this document as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**CITY OF REDWOOD CITY, a  
municipal corporation of the State of  
California, Assignor**

By \_\_\_\_\_  
Mayor

Attest:  
By \_\_\_\_\_  
City Clerk

**SOUTH BAYSIDE SYSTEM  
AUTHORITY, a public agency,  
Assignee**

By \_\_\_\_\_  
Chair, Commission of South  
Bayside System Authority

Attest:  
By \_\_\_\_\_  
Secretary

6.1E-6

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
SOUTH BAYSIDE SYSTEM AUTHORITY )  
1400 Radio Road )  
Redwood City, CA 94065 )  
Attention: James B. Bewley, Manager )  
\_\_\_\_\_ )

Space above this line for Recorder's Use

Tax exempt: Governmental entity acquiring title.

**GRANT OF EASEMENT**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY of REDWOOD CITY**, a municipal corporation of the State of California ("Grantor"), hereby grants, conveys, assigns and transfers to the **SOUTH BAYSIDE SYSTEM AUTHORITY**, a public agency, its successors and assigns, all of Grantor's right, title and interest in and to that certain easement acquired by Grantor pursuant to Final Order of Condemnation in City of Redwood City, a municipal corporation vs. Jay Franklin Salaman, et al., San Mateo County Superior Court No. 151818, which Order was recorded April 24, 1973 in Volume 6371 Official Records of San Mateo County, California, at pages 391-393. Said easement is located in the City of Redwood City, County of San Mateo, State of California, and described in Exhibit "A," attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, GRANTOR has executed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**CITY OF REDWOOD CITY, a  
municipal corporation of the State of  
California**

By \_\_\_\_\_  
Mayor

Exhibit A

A perpetual easement and right of way to excavate, construct, install, replace (of the initial or any other size), maintain, repair and use such sanitary sewer lines and facilities, together with appurtenances thereto, as the City of Redwood City, a municipal corporation of the State of California, shall from time to time elect within all or any part of the hereinafter described parcel of real property situate in the City of Redwood City, County of San Mateo, State of California, more particularly described as follows:

Parcel SC-1

A strip of land twenty (20.00) feet in width, the southerly boundary line of which is described as follows: Beginning at a point of intersection of the Northwestern boundary line of the lands described in the Lease from Jay Franklin Salaman, Et Al., to the County of San Mateo, recorded May 4, 1967, in Book 5302, Official Records of San Mateo County, page 410, and amendment thereto in page 420, with the Northeasterly boundary line of Bayshore Freeway as described in the Deed from S. H. Frank & Company to the State of California, recorded December 17, 1956, in Book 3144, Official Records, page 580; thence southeasterly along said northeasterly line of Bayshore Freeway a distance of 234.0 feet, more or less, to a point of intersection of the northwesterly line of Maple Street (formerly Steinberger Street) with the said northeasterly line of Bayshore Freeway.