

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district,

as Seller,

and

CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation,  
by and through its Public Utilities Commission,

as Buyer,

for the purchase and sale of

one permanent access road easement and a temporary construction easement  
across, over, and upon a portion of Assessor's Parcel 093-330-120 (BART Parcel D-3151-1)  
located in the Town of Colma, County of San Mateo, State of California

\_\_\_\_\_, 2025

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**LIST OF EXHIBITS**

- EXHIBIT A**      SFPUC Easement Deed for Permanent Access Road Easement with an attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT B**      Easement Deed for Temporary Construction Easement with attached legal description of Easement Area to be conveyed thereby.
- EXHIBIT C**      Preliminary Title Report dated May 19, 2020

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of \_\_\_\_\_, 2025, is by and between SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.* (“**Seller**”), and the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), by and through its Public Utilities Commission (“**SFPUC**”). Seller and City are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as a “**Party**.”

### RECITALS

- A. Seller owns a parcel of real property located adjacent to 1600 El Camino Real, South San Francisco, California 94080 and commonly known as Assessor’s Parcel 093-330-120 (and denominated by Seller as BART Parcel D-3151-1) referred to in this Agreement as the “**Seller’s Property**.”
- B. In connection with the SFPUC Regional Groundwater Storage and Recovery Project, City wishes to purchase, and, with BART’s consent, Seller has agreed to the sale of the following easement interests to City in accordance with, and pursuant to, the terms and conditions of this Agreement:
- (1) a permanent nonexclusive access road easement on, over, and across a portion of Seller’s Property; and
  - (2) a temporary construction easement on, over, and across two portions of Seller’s Property.

IN CONSIDERATION of the respective agreements set forth below, Seller and City agree as follows:

### 1. PURCHASE AND SALE

#### 1.1 Purchase and Sale of Easements

Seller agrees to sell and convey to City and City agrees to purchase from Seller, subject to the terms, covenants, and conditions set forth below, the following interests in real property (each, an “**Easement**” and collectively, the “**Easements**”):

(a) a nonexclusive permanent access surface roadway easement to City (the “**Access Road Easement**”) on, over, and across a portion of the Seller’s Property designated as a portion of San Mateo County Assessor’s Parcel No. 093-330-120 (the “**Easement Area**”) as depicted in the easement deed attached as Exhibit A. (the “**Access Deed**”); and

(b) a temporary nonexclusive easement on the terms and conditions set forth in the easement deed attached as Exhibit B (the “**TCE Deed**”) (the “**Temporary Construction Easements**”) to City for the construction of a new entrance gate and corresponding new road connection from Mission Road to an existing access road over, across, under, and along the two portions of Seller’s Property (the “**TCE Easement Area**”) designated as a portion of San Mateo County Assessor’s Parcel No. 093-330-120 as depicted in an exhibit to the TCE Deed.

The Easement Area and the TCE Easement Area are sometimes referred to collectively in this Agreement as the “**Easement Areas**.”

## 1.2 Easement Areas; Nature of Easement

The Easement Areas consist of those portions of Seller's Property described and depicted in in the respective exhibits to the Access Deed attached as **Exhibit A** and the TCE Deed attached as **Exhibit B** (each a "Deed," and collectively, the "Deeds"). The nature, scope, and conditions of each Easement are set forth in the respective Deed with respect to such Easement.

## 2. PURCHASE PRICE

### 2.1 Purchase Price

(a) City's purchase price for the Access Road Easement is THREE HUNDRED THOUSAND DOLLARS (\$300,000).

(b) City's purchase price for the Temporary Construction Easements is FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900).

Accordingly, the total purchase price for the Easements is THREE HUNDRED FIVE THOUSAND NINE HUNDRED DOLLARS (\$305,900), rounded to THREE HUNDRED SIX THOUSAND DOLLARS (\$306,000) (the "Purchase Price").

### 2.2 Payment

On the Closing Date (defined in Section 5.3 [Closing Date]), City shall pay the Purchase Price, adjusted pursuant to the provisions of Article 6 [Expenses; Prorations], and reduced by any credits due City under this Agreement.

### 2.3 Funds

All payments made pursuant to this Agreement shall be in legal tender of the United States of America, paid by Controller's warrant or in cash or by wire transfer of immediately available funds. Unless the Parties elect to close the transaction without an escrow, payments shall be made to Escrow Holder (defined in Section 5.2 [Escrow; Closing Without an Escrow]), as the escrow agent.

## 3. CONVEYANCE OF EASEMENTS

### 3.1 Easement Deeds

At the Closing defined in Section 5.1 ["Closing" Defined]), Seller shall convey to City marketable and insurable title to the Access Road Easement and the Temporary Construction Easement by delivery of the Access Deed and the TCE Deed, each duly executed and acknowledged in the forms attached as **Exhibit A** and **Exhibit B**, free and clear of all exceptions, liens, and encumbrances except solely for the Accepted Conditions of Title (defined in Section 3.2 [State of Title]). Each Deed shall be executed and delivered to City in a recordable form. City may record the Access Deed in the San Mateo County's Recorder's Office but shall not record the TCE Deed.

### 3.2 State of Title

"Accepted Conditions of Title" shall mean (a) the lien of real property taxes, not yet due or payable; and (b) exceptions numbered 2 through 23 of the preliminary title report dated May 15, 2020, bearing Title No. 15605535-156-TJK-JM attached as **Exhibit C**. As a condition precedent to City's obligation to purchase quitclaim deeds, a spousal waiver, lender's consents or subordinations, tenants' consents, or similar releases sufficient to clear or subordinate any

possessory rights over the Easement Areas may be required, at City's election, each in a form approved by City. Seller shall secure any such waiver quitclaim deeds, consents, subordinations, or releases.

#### 4. CONDITIONS TO CLOSING

##### 4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Easements (collectively, "**Conditions Precedent**"):

(a) The physical condition of all portions of the Easement Areas shall be substantially the same on the Closing Date as on the date of City's execution of this Agreement, reasonable wear and tear and loss by casualty excepted (subject to the provisions of Article 8 [Risk of Loss]), and as of the Closing Date there shall be no litigation or administrative agency or other governmental proceeding, pending, or threatened, that after the Closing could materially adversely affect the value of the Easements or City's ability to use all portions of the Easement Areas for their respective intended use, and no proceedings shall be pending or threatened that could or would cause the change, re-designation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, any portion(s) of the Easement Areas.

(b) Seller shall have delivered signed originals of any documents required under Section 3.2 [State of Title], and, unless the Parties elect to consummate the transaction without an escrow, Escrow Holder shall be committed at the Closing to issue to City CLTA owner's policy of title insurance (the "**Title Policy**") in the amount of the Purchase Price, insuring title to the Easements vested in City free of all exceptions, liens, and encumbrances except only the Accepted Conditions of Title. The Title Policy shall contain such special endorsements as City may reasonably request.

(c) The transactions contemplated by this Agreement shall have been approved by all applicable City departments and agencies, including, without limitation, the San Francisco Public Utilities Commission, at their respective sole discretion, within sixty (60) days after Seller executes and delivers this Agreement to City.

(d) If required by City's Charter, City's Mayor and the Board of Supervisors, at the sole discretion of each, shall have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within ninety (90) days after Seller executes and delivers this Agreement to City.

(e) Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Closing.

The Conditions Precedent contained in the foregoing subsections (a) through (e) are solely for City's benefit. If any Condition Precedent is not satisfied, at its sole discretion, City may either waive in writing the Condition Precedent in question and proceed with the purchase with respect to one or more of the Easements (provided that the Conditions Precedent described in items (c) and (d) above may not be waived except insofar as City elects to extend the deadline for satisfying such item) or, in the alternative, terminate this Agreement. The waiver of any Condition Precedent shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of Seller. In addition, the Closing Date may be extended, at City's option, for a reasonable period of time specified by City, to allow such Conditions Precedent to be satisfied, subject to City's further right to terminate this Agreement upon the expiration of the period of any such extension if any such Conditions Precedent remain unsatisfied.

If the sale of the Easements, or any of them, is not consummated because of a default under this Agreement on the part of Seller or if a Condition Precedent cannot be fulfilled because Seller

frustrated such fulfillment by some affirmative act or negligent omission, at its sole election, City may either **(i)** terminate this Agreement by delivery of notice of termination to Seller and neither Party shall have any further rights or obligations hereunder, **(ii)** elect to proceed with Closing with respect to any Easement with respect to which all Conditions Precedent have been waived by City or satisfied and elect to either terminate this Agreement with respect to the remaining Easement not so purchased (pursuant to clause (i) of this paragraph) or continue this Agreement with respect to such remaining Easements (pursuant to clause (iii) of this paragraph), or **(iii)** continue this Agreement with respect to one or more of the Easements.

## **4.2 Cooperation with City**

Seller shall cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including, without limitation, execution of any documents, applications, or permits, but Seller's representations and warranties to City shall not be affected or released by City's waiver or fulfillment of any Condition.

## **5. CLOSING AND POSSESSION**

### **5.1 "Closing" Defined**

The consummation of the purchase and sale contemplated hereby (the "**Closing**") shall occur as provided in this Article 5.

### **5.2 Escrow; Closing Without an Escrow**

**(a)** Unless the Parties agree to consummate the purchase and sale without an escrow as provided in subparagraph (b) below: **(i)** On or before the Effective Date (as defined in Section 11.17 [General Provisions]), the parties shall open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at 455 Market Street, Suite 2100, San Francisco, California 94105 ("**Escrow Holder**"); **(ii)** this Agreement shall serve as instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated hereby; **(iii)** Seller hereby authorizes City to prepare and submit supplemental escrow instructions in accordance with this Agreement on behalf of both Parties, as needed; and **(iv)** the Closing shall be held and delivery of all items to be made at the Closing under this Agreement shall be made at Escrow Holder's offices.

**(b)** Notwithstanding the foregoing, the Parties may elect by mutual agreement to consummate the purchase and sale without an escrow, in which event the Closing shall occur as described in Section 5.7(b) [Closing without Escrow].

### **5.3 Closing Date**

The Closing shall occur ninety (90) days after the Effective Date or on such earlier date as City and Seller may mutually agree (the "**Closing Date**"), subject to the provisions of Article 4 [Conditions Precedent]. The Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement. If the Closing does not occur on or before the Closing Date and the Parties have deposited documents or funds in escrow, Escrow Holder shall, unless it is notified by both Parties to the contrary within five (5) business days after the Closing Date, return such items to the depositor thereof.

### **5.4 Seller's Delivery of Documents**

**(a)** At or before the Closing, Seller shall deliver or cause to be delivered to City the following:

- (i) each of the duly executed and acknowledged Deeds;
- (ii) such resolutions, authorizations, or other documents as BART deems necessary or City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller;
- (iii) any documents needed in order to eliminate title exceptions other than Accepted Conditions of Title; and
- (iv) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City, countersigned by Seller, if the Parties elect to consummate the transaction without an escrow).

Seller shall also deliver a properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident (if Seller is an individual) or that Seller has a permanent place of business in California or is qualified to do business in California, if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of Section 18662 of the California Revenue and Taxation Code. Seller acknowledges and agrees that if Seller fails at Closing to deliver to City such certificate, City may be required to withhold and remit to the appropriate tax authority a portion of the Purchase Price pursuant to Section 18662 of the California Revenue and Taxation Code. Any amount properly so withheld and remitted shall be deemed to have been paid by City as part of the Purchase Price, and Seller's obligation to consummate the transaction contemplated by this Agreement shall not be excused or otherwise affected thereby.

(b) Seller shall deliver such items to Seller through escrow, unless the Parties elect to close the transaction without an escrow in which event Seller shall deliver the items directly to City for a Closing in accordance with Section 5.7(b) [Closing Without Escrow].

## **5.5 City's Delivery of Documents and Funds**

- (a) At or before the Closing, City shall deliver to Seller the following:
  - (i) a certificate of acceptance, executed by City's Director of Property or Acting Director of Property, to be attached to each of the Deeds before recording;
  - (ii) a closing statement in form and content satisfactory to City and Seller (which may be in the form of a letter or memorandum from City to Seller if the Parties elect to consummate the transaction without an escrow);
  - (iii) funds sufficient to pay City's share of expenses under Article 6 [Expenses; Prorations]; and
  - (iv) the Purchase Price, as provided in Article 2 [Purchase Price].
- (b) City shall deliver such documents and funds through escrow; however, if the Parties elect to consummate the transaction without an escrow, City shall deliver the funds and documents as provided in Section 5.7(b) [Closing Without Escrow].

## 5.6 Other Documents; Cooperation

Seller and City shall perform such further acts and execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

## 5.7 Closing

**(a) Closing through Escrow.** Subject to Section 5.7(b) [Closing Without Escrow]., at Closing, provided all the conditions to the Parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Escrow Holder shall perform the following acts in the following order:

- (i)** Perform such acts as are necessary in order to deliver title to City subject only to the Accepted Conditions of Title, including recording any deed of reconveyance, subordination agreement, or other documentation as specified in supplemental escrow instructions submitted by City before Closing;
- (ii)** Deliver the Deeds, duly executed by Seller, to City;
- (iii)** Deliver to Seller, or as Seller may instruct, the Purchase Price, less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations under Article 6 [Expenses; Prorations];
- (iv)** Issue the Title Policy to City, if requested to do so by City; and
- (v)** Deliver to the appropriate Party any other documents, instruments, and sums required by this Agreement.

**(b) Closing without Escrow.** If the Parties elect to consummate the purchase and sale without an escrow, City shall effect the Closing on the Closing Date as follows:

- (i)** City shall: **(A)** deliver to Seller, or as Seller may instruct, the Purchase Price (less any amount necessary to satisfy any liens, bond demands, delinquent taxes, and Seller's share of expenses and prorations, if applicable, under Article 6 [Expenses; Prorations]), and **(B)** cause each respective certificate of acceptance for the Deeds to be executed, when:
  - (1)** City has received Seller's documents in accordance with Section 5.4 [Seller's Delivery of Documents], and
  - (2)** City has received each of the Deeds conveying the Easements to City duly acknowledged and in a recordable form, subject only to the Accepted Conditions of Title, obtain the Title Policy (if City elects to do so), and deliver to the appropriate Party any other documents, instruments, and sums required by this Agreement.

**5.8 Possession and Use.** Subject to the provisions of the Deeds, the right of possession and use of each the Easement Areas by City and/or its designees shall commence on the Closing Date.

## 6. EXPENSES; PRORATIONS

### 6.1 City's Expenses

City shall pay all escrow fees and title insurance charges, if any.

## 6.2 Seller's Expenses

Seller shall pay all costs incurred in connection with the prepayment or satisfaction of any loan, bond, or other indebtedness secured in whole or part by any portion of the Easement Areas including, without limitation, any prepayment or delinquency fees, penalties, or charges. Seller shall also pay at the Closing any delinquent taxes that may have become a lien against Seller's Property.

## 6.3 Other Expenses

Any other costs and charges of the Escrow not otherwise provided for in this Article or elsewhere in this Agreement shall be allocated in accordance with the closing customs for San Mateo County, as determined by Escrow Holder.

## 7. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to and covenants with City as follows:

**(a) Ownership of Property.** Although Seller is obligated to sell an Easement over Seller's Property to City, Seller is now the sole fee owner of Seller's Property, and will own it at the time of the Closing, free and clear of all liens, leases, occupancy agreements, claims, encumbrances, easements, and rights of way of any nature (whether disclosed in the public record or not), except only the Accepted Conditions of Title and City's rights to acquire the Easement over Seller's Property as set forth in this Agreement.

**(b) Signing Authority.** Seller and the signatories on Seller's behalf represent and warrant that the signatories on Seller's behalf to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of Seller.

**(c) No Leases.** There are no, and will be at the Closing, no oral or written leases, occupancy agreements, licenses, or easements affecting any portion of the Easement Areas or that would affect City's access to or use as contemplated by the Deeds of any portion of the Easement Areas, except for the rights of the San Mateo County Flood Control District to use the Access Roadway Easement to access its adjacent flood control channel.

**(d) No Property Defects or Legal Violations.** To the best of Seller's knowledge, there are now, and at the time of the Closing will be, no material physical defects of any portion of the Easement Areas, and no violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

**(e) No Impediments to Use.** Seller knows of no facts nor has Seller failed to disclose any fact that would prevent City from using the Easements after Closing in the normal manner as described in the Deeds and intended by the Parties.

**(f) No Lawsuits.** There are no lawsuits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller, Seller's Property, or its use that would affect Seller's ability to consummate the sale contemplated by this Agreement or City's use and enjoyment of the Easements after the Closing.

**(g) No Known Hazardous Materials.** To the best of Seller's knowledge, there has been no release and there is no threatened release of any Hazardous Material in, on, under, or about Seller's Property. As used in this Agreement, "**Hazardous Material**" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human

health or safety or to the environment. “**Release**” or “**threatened release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any of the improvements, or in, on, under, or about the Easement Areas.

## **8. RISK OF LOSS**

If any portion of the Easement Areas is damaged or destroyed before the Closing Date, then the rights and obligations of Seller and City under this Agreement shall be as follows: City shall have the right, at its election, to terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Areas damaged or destroyed. City shall have thirty (30) days after Seller notifies City that an event described in this Article 8 has occurred to make such election by delivery to Seller of an election notice. City's failure to deliver such notice within such thirty (30) -day period shall be deemed City's election to terminate this Agreement in its entirety. If this Agreement is terminated in its entirety or in part pursuant to this Article 8, then City and Seller shall each be released from all obligations under this Agreement pertaining to that portion of the Easement Areas affected by such termination. If City elects not to terminate this Agreement in its entirety, Seller shall give City a credit against the Purchase Price at the Closing in an amount proportionate to the percentage reduction, if any, of the square footage of the Easement Area, and this Agreement shall remain in full force and effect.

## **9. MAINTENANCE**

Between the date of Seller's execution of this Agreement and the Closing, Seller shall maintain Seller's Property in its current condition and shall make, at Seller's expense, all repairs necessary to maintain Seller's Property in such condition. Seller shall make no changes to the Easement Areas without City's prior, written consent, which shall not be unreasonably withheld or delayed.

## **10. DISMISSAL OF EMINENT DOMAIN ACTION**

Seller hereby agrees and consents to the dismissal of any pending action in eminent domain by City as to Seller's Property or any portion thereof and Seller also waives all claims to court costs and any money that may now be on deposit in the Superior Court in such action.

## **11. GENERAL PROVISIONS**

### **11.1 Notices**

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by **(a)** hand delivery, against receipt, **(b)** reliable next-business-day courier service that provides confirmation of delivery, or **(c)** United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either Party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City:

To: General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102

San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Attention: Real Estate Director

with copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: RE/Finance Team

Seller:

To: San Francisco Bay Area Rapid Transit District  
Attn: Joseph M. Basuino,  
Director, Real Estate and Property Management  
P.O. Box 12688  
Oakland, CA 94604-2688

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, or rejected delivery. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one Party to the other shall be for convenience of communication only; neither Party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

## **11.2 Brokers and Finders**

Neither Party has had any contact or dealings regarding the Easements, or any of them, or any communication in connection with the subject matter of this Agreement, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated by this Agreement. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, the Party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this Section shall survive the Closing.

## **11.3 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors, heirs, administrators, and assigns.

#### **11.4 Amendments; Waivers**

Except as otherwise provided in this Agreement, **(a)** this Agreement may be amended or modified only by a written instrument executed by City and Seller, **(b)** no waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, **(c)** no waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, whether or not similar, and **(d)** no waiver will constitute a continuing waiver unless the written waiver so specifies.

#### **11.5 Continuation and Survival of Representations and Warranties**

All representations and warranties by the respective Parties contained in, or made in writing pursuant to, this Agreement are intended to be, and shall remain, true and correct as of the Closing, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective Parties contained in this Agreement or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Closing, or, to the extent the context requires, beyond any termination of this Agreement. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated by this Agreement shall constitute representations and warranties under this Agreement.

#### **11.6 Governing Law**

This Agreement shall be governed by California law and City's Charter. There shall be no obligation for the payment of money by City under this Agreement unless City's Controller first certifies, pursuant to Section 3.105 of City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

#### **11.7 Merger of Prior Agreements; No Inducement**

The Parties intend that this Agreement (including all of the attached exhibits and schedules and any documents specifically described in this Agreement, which are hereby incorporated into this Agreement by reference) shall be the final, complete, and exclusive expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, term sheets and prior drafts or changes to such drafts) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. The making, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

#### **11.8 Parties and Their Agents; Approvals**

The term "**Seller**" as used in this Agreement shall include the plural as well as the singular. If there is more than one (1) Seller, then the obligations under this Agreement imposed on Seller shall be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either Party shall include the agents, employees, officers, contractors, and representatives of such Party. Subject to applicable law, all approvals, consents, or other determinations permitted or required by City under this Agreement shall be made by or through the General Manager of City's Public Utilities Commission or City's Director of Property or Acting Director of Property, unless otherwise provided in this Agreement.

## **11.9 Interpretation of Agreement**

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in his Agreement. In addition, each Party has been represented or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement.

## **11.10 Attorneys' Fees**

The prevailing Party in any action or proceeding to enforce or interpret, or otherwise arising out of or relating to, this Agreement or any provision of this Agreement (including but not limited to any arbitration, trial, administrative hearing, bankruptcy, or appeal) will be entitled to recover from the other Party all of its costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees. For purposes of this Agreement, reasonable attorneys' fees of City's Office of the City Attorney and BART's Office of General Counsel shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which City's and/or BART's attorneys' services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney and/or BART.

## **11.11 Severability**

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

## **11.12 Sunshine Ordinance**

Seller understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Seller hereby acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

## **11.13 Conflicts of Interest**

Through its execution of this Agreement, Seller acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Seller becomes aware of any such fact during the term of this Agreement, Seller shall immediately notify City.

#### **11.14 Notification of Limitations on Contributions**

Through its execution of this Agreement, Seller acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing any land or building to or from City whenever such transaction would require approval by a City and County of San Francisco elective officer or the board on which that elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City and County of San Francisco elective officer, or the board on which that elective officer serves.

#### **11.15 Non-Liability of City Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, agent, or consultant of City shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount that may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

#### **11.16 Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

#### **11.17 Effective Date**

As used in this Agreement, the term “**Effective Date**” shall mean the date on which both Parties shall have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement shall have been authorized **(a)** in a manner required by law governing Seller, **(b)** by a duly adopted resolution of the San Francisco Public Utilities Commission, and **(c)** if required by City’s Charter, by a duly adopted resolution of City’s Board of Supervisors and Mayor.

#### **11.18 Release of Claims**

Seller, for itself, its agents, heirs, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges City, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, expenses, liabilities, and demands, including, without limitation, any claim arising out of or pertaining to, directly or indirectly, the acquisition or use of the property interest described in this Agreement and/or the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys’ fees and costs, loss of goodwill, construction-related dust, noise, traffic, and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

Seller acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled that are not specifically exempted by this release. In giving this release, Seller expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

If this Agreement is terminated prior to Closing, this Section 11.18 shall have no force or effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL APPROPRIATE LEGISLATION OF CITY'S PUBLIC UTILITIES COMMISSION (AND, IF REQUIRED BY CITY'S CHARTER, APPROPRIATE LEGISLATION OF CITY'S BOARD OF SUPERVISORS) SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH LEGISLATION.

*[Signatures on next page]*

The Parties have duly executed this Agreement as of the respective dates written below.

SELLER:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district

By: \_\_\_\_\_  
JOSEPH M. BASUINO  
Director  
Real Estate and Property Management

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MARY WILKE, Attorney III  
Office of the General Counsel

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

Date: \_\_\_\_\_

Authorized by SFPUC Resolution No. 22-0122  
and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

ESCROW HOLDER'S ACKNOWLEDGMENT

*[Applicable only when the Parties will close the transaction through an escrow]*

Escrow Holder agrees to act as escrow holder in accordance with the terms of this Agreement. Escrow Holder's failure to execute below shall not invalidate the Agreement between City and Seller.

ESCROW HOLDER:

CHICAGO TITLE COMPANY

By:

\_\_\_\_\_  
[signature]

Name:

\_\_\_\_\_  
[print name]

Its:

\_\_\_\_\_

Date:

\_\_\_\_\_

*[When Seller and City have delivered a copy of this Agreement for Purchase and Sale of Real Estate, executed by Seller and City, to escrow, Escrow Holder should sign this page and transmit a copy to Seller and City. Seller and City agree that a photocopy, scanned copy or faxed copy is adequate for this purpose.]*

**EXHIBIT A**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**PERMANENT ACCESS ROAD EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Director of Property  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102

WITH A CONFORMED COPY TO:

San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102  
Attention: Real Estate Director

The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

---

(Space above this line reserved for Recorder's use only)

**EASEMENT DEED**  
(Access Easement)

(Portion of Assessor's Parcel 093-330-120) (BART Parcel D-3151-1)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SAN FRANCISCO BAY AREA RAPID TRANSIT, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.* ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation, by and through its Public Utilities Commission ("**Grantee**"), a permanent, nonexclusive easement appurtenant to the real property parcel owned by Grantee ("**Grantee's Parcel**") that is identified in the attached **Exhibit 1** for access purposes as further described below ("**Easement**") over, across, along, and upon Grantor's real property in the City of South San Francisco, San Mateo County, California, as more particularly described in the attached **Exhibit 2**. The specific location of the portion of Grantor's real property that is subject to the Easement is depicted in the attached **Exhibit 3** ("**Easement Area**").

**1. Nature of Easement.** The Easement includes the rights to **(a)** gain access and egress to and from Grantee's Parcel for persons, vehicles, and equipment; **(b)** inspect and use a roadway for personnel and vehicles, approximately fifteen (15) feet in width ("**Road**"); and **(c)** use, maintain, repair, and replace the existing gates ("**Gates**") on and across the Easement Area. The Easement includes the right to modify, remove, or replace the Road and the Gates and the right to do such other things as are necessary for the full enjoyment and accomplishment

of the purposes of the Easement, provided that Grantee obtains Grantor's prior approval of any proposed modification, removal, and/or replacement. Grantee's rights under this Easement Deed may be exercised by **(i)** Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**"); **(ii)** Pacific Gas & Electric Company, a California corporation (or any succeeding utility provider to the Grantee's Parcel), and its Agents, and **(iii)** the Agents of any contractor retained by Grantee in connection with the maintenance or operation of Grantee's facilities, if any, on, in, under, or adjacent to the Grantee's Parcel.

**2. Access Conditions, Covenants, and Restrictions.**

**(a)** Grantee may use the Easement Area for vehicles not heavier than 75,000 pounds.

**(b)** Grantee shall provide, install, and maintain weight limit signs stating "No trucks allowed over 75,000 pounds" at all access gates on or adjacent to the Easement Area.

**(c)** Grantee shall use appropriate and reasonable methods to protect BART's Hatch Cover "PZ205" located within the Easement Area from heavy vehicle loading.

**(d)** Grantee shall be responsible for any damage to the PZ205 Hatch Cover caused by Grantee or its Agents. Grantee shall repair any such damage to PZ205 caused by Grantee or its Agents.

**(e)** If Grantee obtains Grantor's prior approval, as set forth in Section 1(c) above, to remove or modify the Gates in a manner that leaves the Maintenance Area (as shown on the attached **Exhibit 4 ("Site Plan")**) open (e.g., without a fence or other barrier) to the adjacent public street, Grantee shall be responsible for all removal of litter and trash and removal of trespassers and homeless encampments from the Maintenance Area.

**3. Emergencies.** During an Emergency (defined in Section 3(b) below), Grantee's access of the Easement Area shall be subject to the following:

**(a)** Promptly after learning of the existence of an Emergency, Grantee shall notify the BART Operations Control Center On-duty Central Manager at (510) 834-1297 of the existence of the Emergency. Grantee shall provide contact information to BART for direct access to Grantee's personnel managing the Emergency.

**(b)** For purposes of this Section, an "**Emergency**" shall be defined as an immediate threat: **(i)** to the health or safety of persons on or about the Easement Area or Grantee's Parcel; or **(ii)** of significant damage to real or personal property on or about the Easement Area or Grantee's Parcel.

**4. Maintenance.** At its sole expense, Grantee shall repair and maintain the Road only as to wear and tear caused by the proportionate use of the Road by Grantee and its Agents, and not wear and tear caused by use of the Road by others.

**5. Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by **(a)** hand delivery, against receipt, **(b)** reliable next-business-day courier service that provides confirmation of delivery, or **(c)** United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

**Grantee:**

To: General Manager  
San Francisco Public Utilities  
Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102

With a copy to: San Francisco Public Utilities  
Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attention: Real Estate Director

With a copy to: Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: Real Estate and Finance Team

**Grantor:**

To: San Francisco Bay Area Rapid Transit District  
Attn: Joseph M. Basuino  
Director, Real Estate and Property Management  
P.O. Box 12688 Oakland, CA 94604-2688  
Facsimile No.: (510) 464-7583

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided by one party to the other are for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile transmission.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Easement Deed.

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

Date: \_\_\_\_\_

Authorized by SFPUC Resolution No. 22-0122 and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.*, to the City and County of San Francisco, a municipal corporation ("City"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110 (Series of 1939), adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and its Board of Supervisors' Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and City consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

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 )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

**EXHIBIT 1 TO**

**ACCESS EASEMENT DEED**

**[Attach Legal Description of Grantee's Parcel]**

July 20, 2020

Grantee Parcel

All that real property situate in the Town of Colma, County of San Mateo, State of California described in that certain deed recorded September 29, 1944, Official Records of San Mateo County, State of California in Book 1161 of Official Records Page 1 as Parcel 2 of San Mateo Lands, being more particularly described as follows:

A strip of land in the Buri Buri Rancho, of a uniform width of 60.00 feet, lying adjacent and parallel to and on the southwest side of the right of way formerly of the Southern Pacific Railroad Company, now Lands of the Bay Area Rapid Transit District, and extending from the northwesterly boundary line of the land now or formerly belonging to Elizabeth C. Hamlin, and Ellen M. Barry, which is also the southeasterly boundary line of the 110 acre tract now or formerly belonging to Elizabeth C. Hamlin, along said right of way line to the southeasterly boundary line of the said land now or formerly belonging to Elizabeth C. Hamlin, and Ellen M. Barry, which is also the northwesterly boundary line of the 109 acre tract now or formerly belonging to Henry Cowell, a distance of 1023 feet, more or less.

Containing 1.41 acres.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.



Tony E. Durkee, PLS5773  
Expires 06/30/22



**EXHIBIT 2 TO**

**ACCESS EASEMENT DEED**

**[Attach Legal Description of Access Easement]**

Exhibit "A"  
LEGAL DESCRIPTION  
ACCESS EASEMENT

All that real property situate in the Town of Colma, County of San Mateo, State of California, being more particularly described as follows:

**BEGINNING** at the intersection of the southwesterly line of Mission Road with the northeasterly line of the parcel described in Book 10 of Deeds at Page 1, as shown on that certain Record of Survey filed for record on September 28, 2009, in Volume 34 of LLS Maps at Pages 1 – 61 (said intersection shown on Page 56), Official Records of San Mateo County;

**thence** North  $42^{\circ}12'09''$  West, 145.09 feet to the **TRUE POINT OF BEGINNING**;

**thence** North  $42^{\circ}12'09''$  West, 67.98 feet;

**thence** South  $54^{\circ}20'56''$  West, 2.11' feet;

**thence** South  $26^{\circ}39'38''$  East, 158.26 feet;

**thence** South  $30^{\circ}47'58''$  East, 48.17 feet;

**thence** South  $25^{\circ}17'02''$  East, 70.16 feet;

**thence** South  $26^{\circ}58'25''$  East, 156.06 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South  $62^{\circ}39'03''$  West;

**thence** along said curve having a radius of 3,184.19 feet, through a central angle of  $12^{\circ}41'27''$ , for an arc length of 705.29 feet to the beginning of a non-tangent curve concave southwesterly, to which point a radial line bears North  $49^{\circ}57'36''$  East;

**thence** along said curve having a radius of 12.50 feet, through a central angle of  $13^{\circ}24'38''$ , for an arc length of 2.93 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South  $49^{\circ}07'43''$  West;

**thence** along said curve having a radius of 2,894.73 feet, through a central angle of  $00^{\circ}25'37''$ , for an arc length of 21.57 feet to the beginning of a non-tangent curve concave westerly, to which point a radial line bears South  $74^{\circ}23'45''$  East;

**thence** along said curve having a radius of 27.42 feet, through a central angle of  $55^{\circ}47'08''$ , for an arc length of 26.70 feet to a non-tangent curve concave northeasterly, to which point a radial line bears South  $49^{\circ}55'42''$  West;

**thence** along said curve having a radius of 3,172.19 feet, through a central angle of  $12^{\circ}41'24''$ , for an arc length of 702.58 feet;

**thence** North  $26^{\circ}58'25''$  West, 156.06 feet;

**thence** North  $25^{\circ}17'02''$  West, 70.16 feet;

February 24, 2020

**thence** North 23°52'13" West, 52.24 feet;

**thence** North 25°14'00", 90.68 feet to the **TRUE POINT OF BEGINNING.**

Containing 14,619 square feet (0.335 acres), more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B", sheet 1 of 2 and sheet 2 of 2.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.



Tony E. Durkee, PLS5773  
EXP 06/30/2020



END OF DESCRIPTION

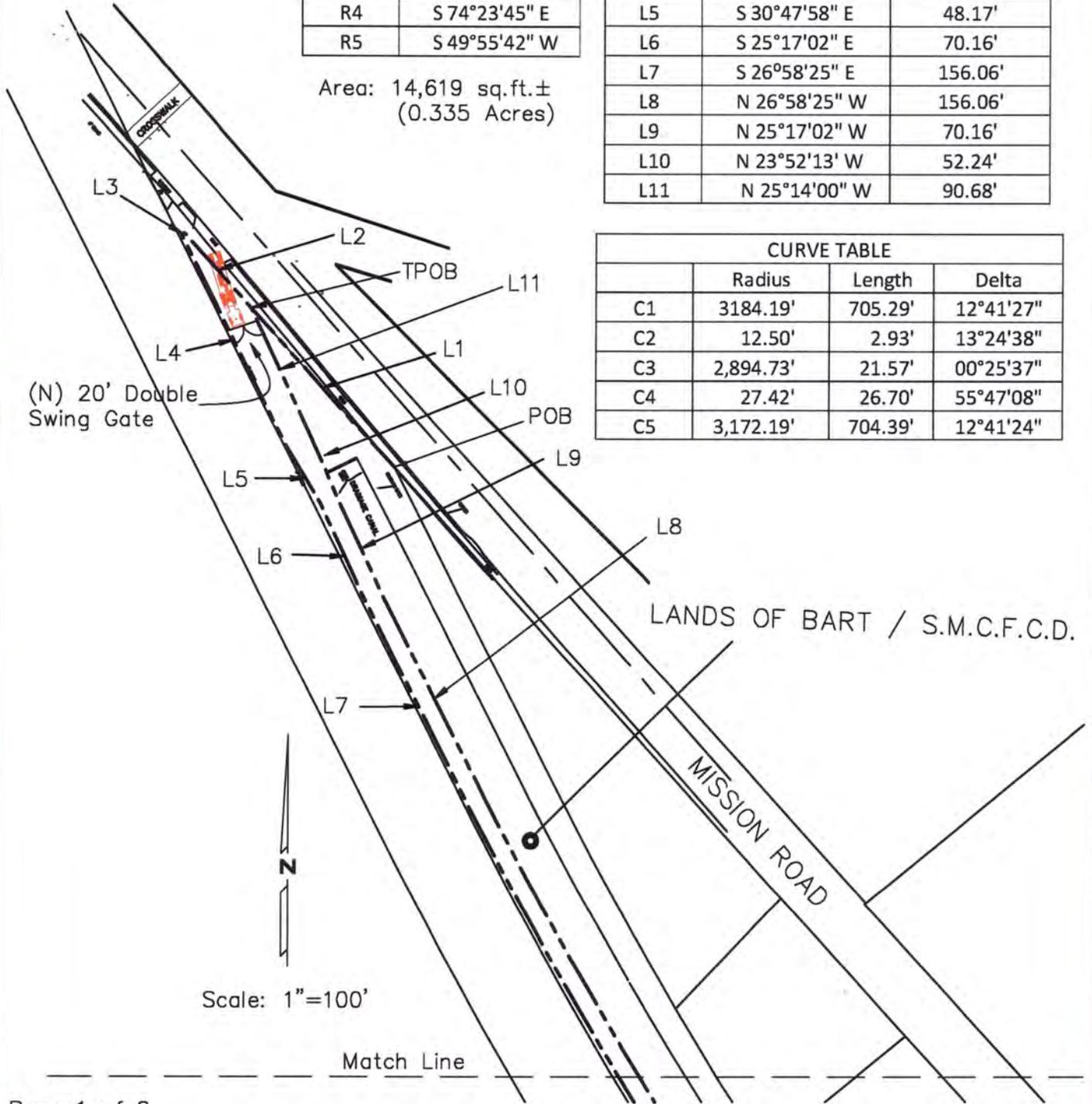
**EXHIBIT 3 TO**  
**ACCESS EASEMENT DEED**  
**[Attach Depiction of Access Easement]**

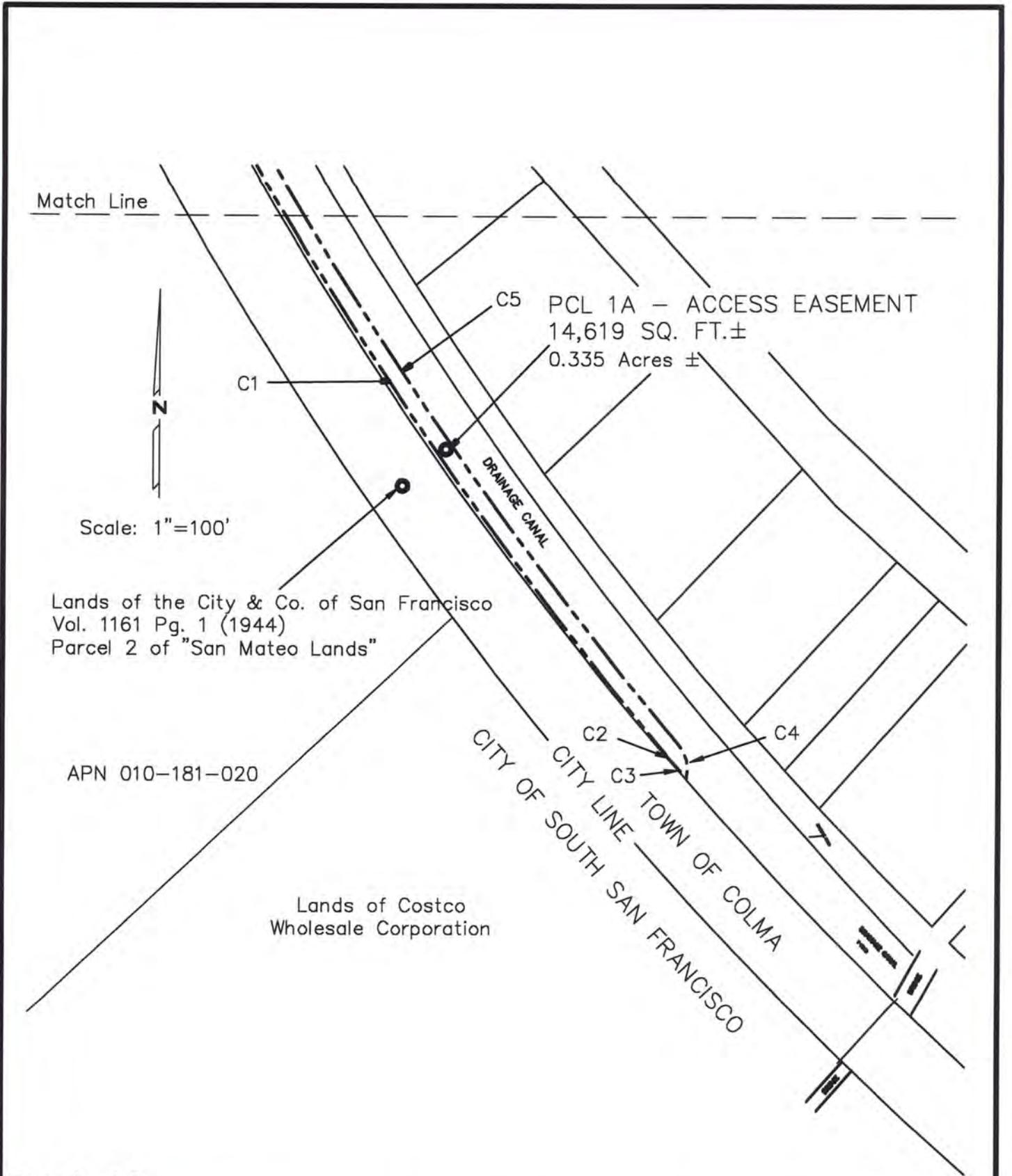
RADIAL LINE TABLE	
Bearing from Radius Point to Beginning of Curve	
R1	S 62°39'03" W
R2	N 49°57'36" E
R3	S 49°07'43" W
R4	S 74°23'45" E
R5	S 49°55'42" W

LINE TABLE		
Line	Bearing	Length
L1	N 42°12'09" W	145.09'
L2	N 42°12'09" W	67.98'
L3	S 54°20'56" W	2.11'
L4	S 26°39'38" E	158.26'
L5	S 30°47'58" E	48.17'
L6	S 25°17'02" E	70.16'
L7	S 26°58'25" E	156.06'
L8	N 26°58'25" W	156.06'
L9	N 25°17'02" W	70.16'
L10	N 23°52'13" W	52.24'
L11	N 25°14'00" W	90.68'

Area: 14,619 sq.ft.±  
(0.335 Acres)

CURVE TABLE			
	Radius	Length	Delta
C1	3184.19'	705.29'	12°41'27"
C2	12.50'	2.93'	13°24'38"
C3	2,894.73'	21.57'	00°25'37"
C4	27.42'	26.70'	55°47'08"
C5	3,172.19'	704.39'	12°41'24"





**EXHIBIT B**

**TO**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**TEMPORARY CONSTRUCTION EASEMENT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Director of Property  
Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102

WITH A CONFORMED COPY TO:

San Francisco Public Utilities Commission  
Real Estate Services  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

---

(Space above this line reserved for Recorder's use only)

**EASEMENT DEED**  
(Temporary Construction Deed)

(Portion of Assessor's Parcel 093-330-120)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.* ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation, by and through its Public Utilities Commission ("**Grantee**"), a nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace and repair of a new entrance gate, and corresponding new road connection from Mission Road to an existing access road (the "**Easement**"), over, across, along, and upon Grantor's real property in the City of South San Francisco, San Mateo County, California described on the attached **Exhibit 1**. The specific location of the two portions of Grantor's real property that are subject to the Easement is depicted in attached **Exhibit 2** (the "**Easement Area**").

**1. Nature of Easement.** The Easement Area shall consist of an exclusive surface easement that shall be used primarily for construction of a new entrance gate, and corresponding new road connection from Mission Road to an existing access road, removal of an existing gate, installation of new fencing, construction staging, and general construction-related activities. Grantee's rights to use any portion of the Easement Area shall include **(a)** the right to store, use, and stage construction trailers, equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of new entrance gate, and corresponding new road connection, removal of an existing gate, and installation of new fencing (the "**Work**"); **(b)** the

right to improve, repair, and maintain the Easement Area, including grading, installation of paving and/or crushed rock, fencing, management of vegetation impinging on the Easement Area; and (c) such other rights as are reasonably necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Easement Deed may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee.

**2. Term of Easement.** The term of the Easement shall commence on the date (the "Commencement Date") on which Grantee's contractor first enters the Easement Area to commence staging in connection with the Work after Grantee's issuance of a Notice to Proceed to the contractor. Grantee shall provide, or cause its contractor to provide, at least thirty (30) days' advance written notice to Grantor of the Commencement Date. At the request of either party, Grantor and Grantee shall confirm in writing the Commencement Date. The Easement shall expire on the last day of the sixth (6th) full calendar month after the Commencement Date; however, Grantee shall have the option to extend the term on a month-to-month basis not to exceed an additional two (2) months beyond the original expiration term of the easement. Thirty (30) days' written notice will be given to Grantor if Grantee elects to exercise its option for any such extension. Upon expiration of the extended term, Grantee shall pay Grantor an additional sum for any such extensions at the same rate paid for the initial term (prorated on a monthly basis).

**3. Restoration.** Upon the earlier of expiration of the term of the Easement or Grantee's completion of the Work, Grantee shall restore, as nearly as reasonably possible, the surface of the Easement Area to its condition immediately prior to the commencement of the Work.

**4. Notices.** Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

Grantee:

To: General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13<sup>th</sup> Floor  
San Francisco, California 94102

With a copy to: San Francisco Public Utilities Commission  
Real Estate Services Division  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, California 94103  
Attention: Real Estate Director

With a copy to: Anna Parlato Gunderson  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682

Grantor:

To:

San Francisco Bay Area Rapid Transit District  
Attn: Joseph M. Basuino  
Director, Real Estate and Property Management  
P.O. Box 12688 Oakland, CA 94604-2688

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Any telephone numbers, e-mail addresses, or facsimile numbers provided by one party to the other are for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile transmission.

**6. Run with the Land.** The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor. In the event Grantor sells, conveys, or assigns any property interest encumbered by this Easement Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated in this Easement Deed.

**7. Exhibits.** The Exhibits referenced in this Easement Deed are attached to and made a part of this Easement Deed.

*[Remainder of page intentionally left blank.]*

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]

Its: \_\_\_\_\_

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

Date: \_\_\_\_\_

Authorized by SFPUC Resolution No. 22-0122  
and Board of Supervisors Resolution No. \_\_\_\_\_

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Anna Parlato Gunderson  
Deputy City Attorney

**CERTIFICATE OF ACCEPTANCE**

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_, from the San Francisco Bay Area Rapid Transit District, a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.*, to the City and County of San Francisco, a municipal corporation ("City"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110 (Series of 1939), adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and its Board of Supervisors' Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and City consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

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 )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

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 )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said State, 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)

**EXHIBIT 1 TO**  
**TEMPORARY CONSTRUCTION EASEMENT DEED**  
**[Attach Legal Description of Easement Area]**

Exhibit A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

All that real property situate in the Town of Colma, County of San Mateo, State of California, being more particularly described as follows:

**PARCEL 1**

**BEGINNING** at the intersection of the southwesterly line of Mission Road with the northeasterly line of the parcel described in Book 10 of Deeds at Page 1, as shown on that certain Record of Survey filed for record on September 28, 2009, in Volume 34 of LLS Maps at Pages 1 – 61 (said intersection shown on Page 56), Official Records of San Mateo County;

**thence** North 44°48'25" West, 126.40 feet to the **TRUE POINT OF BEGINNING** of said **PARCEL 1**;

**thence** South 70°28'52" West, 19.96 feet;

**thence** North 26°39'38" West, 82.36 feet;

**thence** North 54°20'56" East, 2.11 feet;

**thence** South 42°12'09" East, 67.98 feet;

**thence** South 25°14'00" East, 19.68 feet to the **TRUE POINT OF BEGINNING** of said **PARCEL 1**.

Containing 1,103 square feet, more or less.

**PARCEL 2**

**BEGINNING** at the intersection of the southwesterly line of Mission Road with the northeasterly line of the parcel described in Book 10 of Deeds at Page 1, as shown on that certain Record of Survey filed for record on September 28, 2009, in Volume 34 of LLS Maps at Pages 1 – 61 (said intersection shown on Page 56), Official Records of San Mateo County;

**thence** North 42°12'09" West, 18.48 feet to the **TRUE POINT OF BEGINNING** of said **PARCEL 2**;

**thence** South 72°07'49" West, 29.38 feet;

**thence** North 42°05'57" West, 31.62 feet;

**thence** North 40°58'57" East, 26.90 feet;

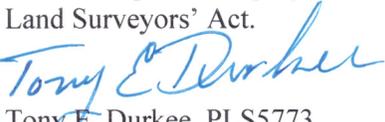
**thence** South 42°12'09" East, 46.91 feet to the **TRUE POINT OF BEGINNING** of said

**PARCEL 2**.

Containing 1,050 square feet, more or less.

A plat showing the above-described parcel 1 and 2 is attached herein and made a part hereof as Exhibit B.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

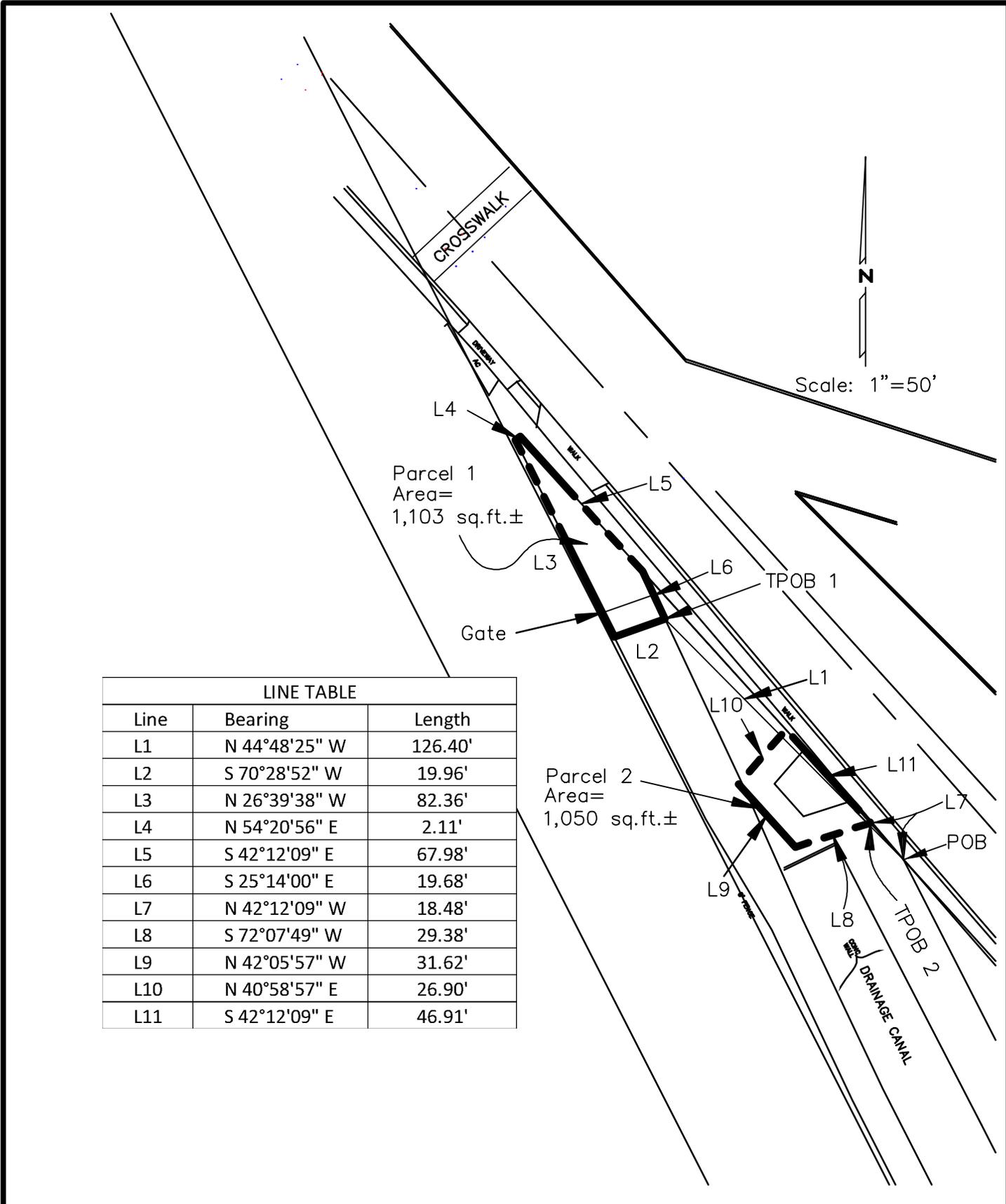
  
Tony E. Durkee, PLS5773  
EXP 06/30/2022



END OF DESCRIPTION

**EXHIBIT 2 TO**  
**TEMPORARY CONSTRUCTION EASEMENT DEED**

**[Attach Depiction of Easement Area]**



LINE TABLE		
Line	Bearing	Length
L1	N 44°48'25" W	126.40'
L2	S 70°28'52" W	19.96'
L3	N 26°39'38" W	82.36'
L4	N 54°20'56" E	2.11'
L5	S 42°12'09" E	67.98'
L6	S 25°14'00" E	19.68'
L7	N 42°12'09" W	18.48'
L8	S 72°07'49" W	29.38'
L9	N 42°05'57" W	31.62'
L10	N 40°58'57" E	26.90'
L11	S 42°12'09" E	46.91'

City and County of San Francisco  
 Public Utilities Commission  
 Real Estate Services

Temporary Construction Easements  
 Town of Colma, County of San Mateo  
 Exhibit B – Plat to Accompany  
 Legal Description

10/09/2020

Gates.dwg



**EXHIBIT C TO**  
**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**  
**PRELIMINARY TITLE REPORT**

*[See following pages]*



Issuing Policies of Chicago Title Insurance Company

Order No.: 15605535-156-TJK-JM

Title Officer: Jeff Martin

TO:

Escrow Officer: Terina J. Kung  
One Embarcadero Center, Suite 250  
San Francisco, CA 94111  
(415) 291-5100

**Chicago Title Company**  
**One Embarcadero Center, Suite 250**  
**San Francisco, CA 94111**  
Phone: (415) 291-5100  
ATTN: Terina J. Kung

**PROPERTY ADDRESS: Durkee Costco Access L & P, Colma, CA**

**AMENDED PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.***

Chicago Title Company

By:   
Authorized Signature



By:   
ATTEST   
President Secretary



## AMENDED PRELIMINARY REPORT

**EFFECTIVE DATE:** May 15, 2020 at 7:30 a.m., Amended: June 8, 2015, Amendment No. A

**ORDER NO.:** 15605535-156-TJK-JM

The form of policy or policies of title insurance contemplated by this report is:

**ALTA Extended Loan Policy (6-17-06)**  
**CLTA Standard Coverage Policy (04-08-14)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A Fee**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**San Francisco Bay Area Rapid Transit District, a rapid transit district**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT A

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF COLMA, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### ACCESS EASEMENT

BEGINNING at the intersection of the southwesterly line of Mission Road with the northeasterly line of the parcel described in [Book 10 of Deeds at Page 1](#), as shown on that certain Record of Survey filed for record on September 28, 2009, in Volume 34 of LLS Maps at Pages 1-61 (said intersection shown on Page 56), Official Records of San Mateo County;

thence North 42°12'09" West, 84.22 feet to the TRUE POINT OF BEGINNING;

thence North 42°12'09" West, 23.07 feet to the beginning of a non-tangent curve concave southeasterly, to which point a radial line bears North 47°00' 18" West;

thence along said curve having a radius of 46.78 feet, through a central angle of 66°32'47", for an arc length of 54.33 feet;

thence South 26°46'26" East, 17.94 feet;

thence South 30°47'52" East, 48.17 feet;

thence South 25°17'02" East, 70.16 feet;

thence South 26°58'25" East, 156.06 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South 62°39'03" West;

thence along said curve having a radius of 3,184.19 feet, through a central angle of 12°41 '27", for an arc length of 705.29 feet to the beginning of a non-tangent curve concave southwesterly, to which point a radial line bears North 49°57'36" East;

thence along said curve having a radius of 12.50 feet, through a central angle of 13°24'38", for an arc length of 2.93 feet to the beginning of a non-tangent curve concave northeasterly, to which point a radial line bears South 49°07'43" West;

thence along said curve having a radius of 2,894.73 feet, through a central angle of 00°25'37", for an arc length of 21.57 feet to the beginning of a non-tangent curve concave westerly, to which point a radial line bears South 74°23'45" East;

thence along said curve having a radius of 27.42 feet, through a central angle of 55°47'08", for an arc length of 26.70 feet to a non-tangent curve concave northeasterly, to which point a radial line bears South 49°55'42" West;

thence along said curve having a radius of 3,172.19 feet, through a central angle of 12°41'24", for an arc length of 704.39 feet;

thence North 26°58'25" West, 156.06 feet;

thence North 25°17'02" West, 70.16 feet;

thence North 17°48'47" West, 65.23 feet to the beginning of a curve concave easterly, to which point a radial line bears South 75°25'28" West;

thence along said curve having a radius of 41.39 feet, through a central angle of 32°41'01", for an arc length of 23.61 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT A  
(Continued)**

NOTE: THE DESCRIPTION CONTAINED HEREIN IS BASED UPON INFORMATION SUBMITTED TO THIS COMPANY FOR THE PURPOSE OF THIS REPORT, IT IS NOT BASED UPON A SURVEY. SAID DESCRIPTION DOES NOT LOCATE THE LAND BY REFERENCE TO MONUMENTS OF RECORD AND IS NOT SUFFICIENT FOR TITLE INSURANCE PURPOSES. LINES AND MONUMENTS THEREIN REFERRED TO MUST BE LOCATED BY A CORRECT SURVEY, CONSIDERATION BEING GIVEN TO DESCRIPTIONS OF ADJOINING LANDS NOT INTENDED TO BE INCLUDED WITHIN THE DEVELOPMENT AREA. ANY FINAL REPORT OR POLICY IS DEPENDENT UPON SUCH A PROPER DESCRIPTION BEING FURNISHED AND WILL BE SUBJECT TO ANY MATTERS DISCLOSED BY THE TITLE SEARCH OF ANY ADDITIONAL LAND DISCLOSED BY SUCH DESCRIPTION.

[APN: 093-330-120](#)

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
2. All or a part of the Land herein described does not appear to be assessed on the Tax Roll for the year(s) 2019-2020. Said Land is subject to the possible assessment and collection of property taxes for current and prior years.
3. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
6. Any public easements, by usage or otherwise, for street crossings and utility purposes, that may presently exist.
7. Any unrecorded easements in any license or permit that has been conveyed by Instrument by the market street railway company, a corporation, predecessor in interest to the herein named vestee.
8. The terms and provisions as contained in the document recorded March 20, 1868, in [Book 6, Page 594](#) of Deeds.
9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 4, 1901  
 Recording No: [Book 89 of Deeds, Page 362](#)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Edward D. Mastick  
 Purpose: Ingress, egress, underground pipes, overhead wires  
 Recording Date: June 4, 1901  
 Recording No: [Book 89 of Deeds, Page 362](#)  
 Affects: Portion

## EXCEPTIONS (Continued)

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 4, 1901  
Recording No: [Book 88 of Deeds, Page 543](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: D. O. Mills  
Purpose: Egress, underground pipes, overhead wires  
Recording Date: June 4, 1901  
Recording No: [Book 88 of Deeds, Page 543](#)  
Affects: Portion

13. Matters contained in that certain document

Entitled: Quitclaim Deed  
Dated: April 9, 2009  
Executed by: San Mateo County Transit District, a public agency and San Francisco Bay Area Rapid Transit District, a rapid transit district  
Recording Date: April 10, 2009  
[Recording No: 2009-042025, of Official Records](#)

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Quitclaim Deed  
Dated: May 15, 2009  
Executed by: The San Francisco Bay Area Rapid Transit District, a rapid transit district and The City and County of San Francisco, a municipal corporation  
Recording Date: June 2, 2009  
[Recording No: 2009-070386, of Official Records](#)

Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document

Entitled: Quitclaim Deed  
Dated: May 24, 2016  
Executed by: San Mateo County Transit District, a public agency and San Francisco Bay Area Rapid Transit District, a rapid transit district  
Recording Date: June 7, 2016  
[Recording No: 2016-054523, of Official Records](#)

Reference is hereby made to said document for full particulars.

## EXCEPTIONS (Continued)

16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

17. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

18. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

19. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): San Francisco Bay Area Rapid Transit District, a rapid transit district

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

20. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of California registered land surveyor.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

21. Any claim by reason of the inaccuracy, insufficiency or incompleteness of the Legal Description set forth in Schedule A, its failure to describe all the real property intended to be addressed in this evidence-of-title or the inability to determine the location or configuration thereof.

22. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**EXCEPTIONS  
(Continued)**

23. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

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**END OF EXCEPTIONS**

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## NOTES

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Note: The Town of Colma, imposes a transfer tax of \$6.10 per thousand, based on the full value of the property at the time a deed or other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.
5. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
8. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
10. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**NOTES  
(Continued)**

12. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

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**END OF NOTES**

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Jeff Martin/ydg

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

### **FNF Underwritten Title Company**

FNTC - Chicago Title Company  
FNTCCA –Fidelity National Title Company of California

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and

f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

#### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**(PART I**

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

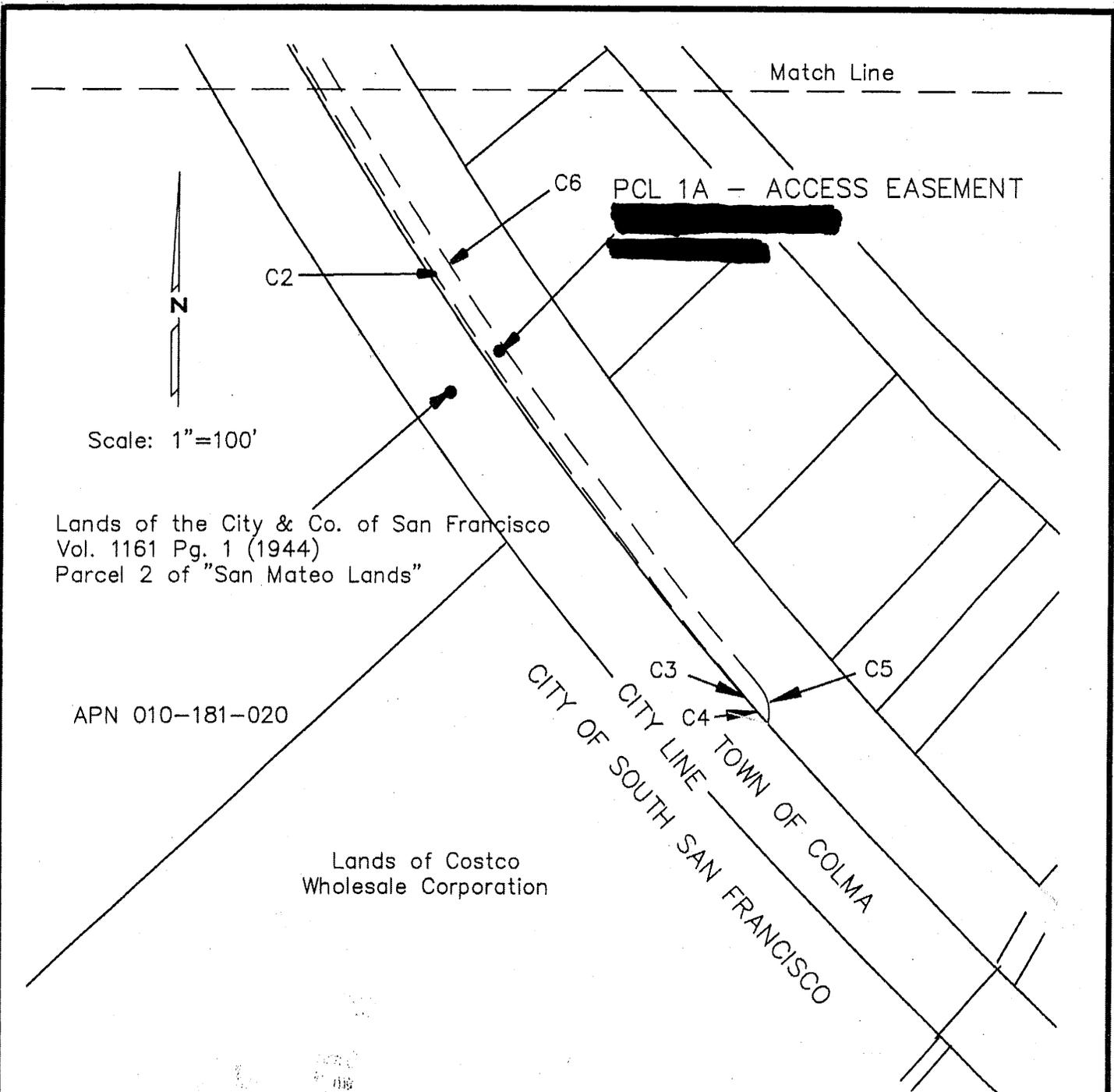
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

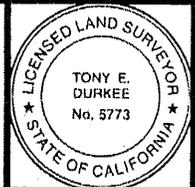
#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



**This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.**

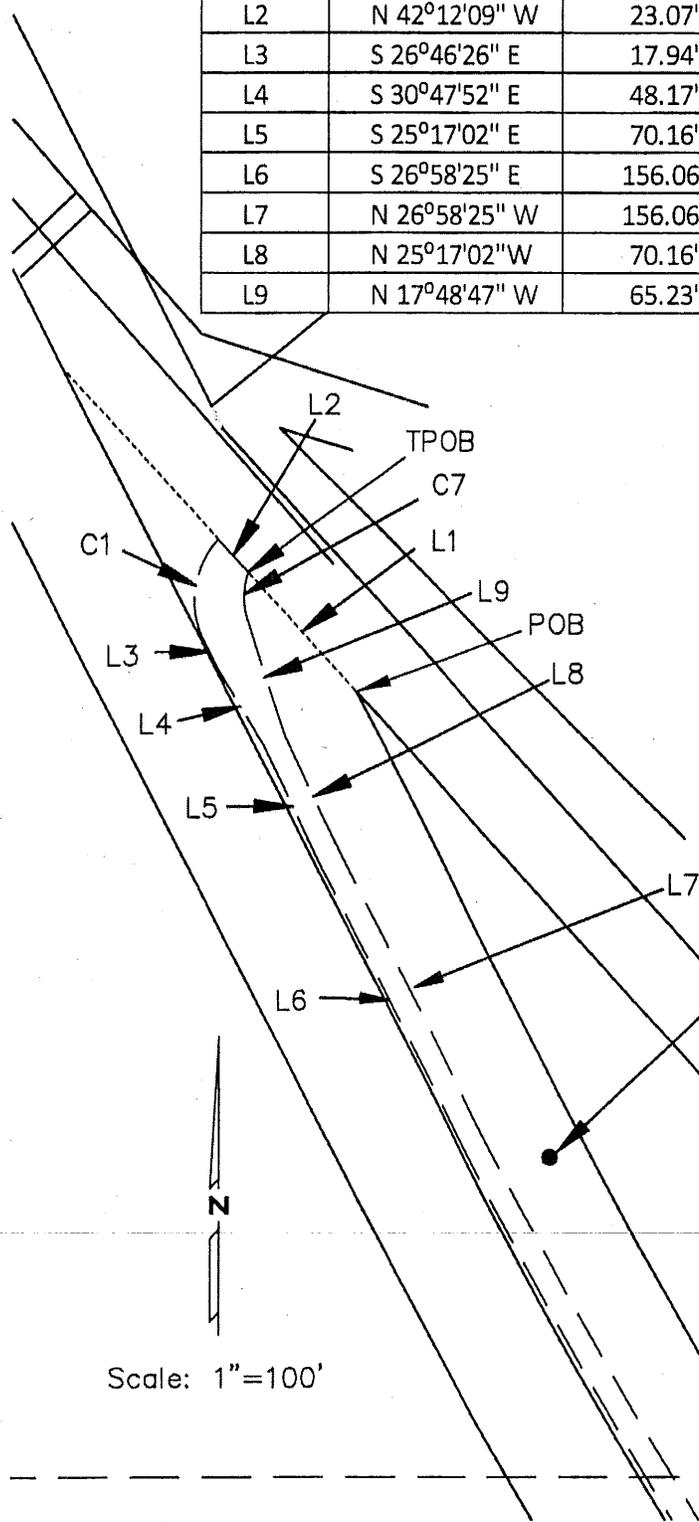


LINE TABLE		
Line	Bearing	Length
L1	N 42°12'09" W	84.22'
L2	N 42°12'09" W	23.07'
L3	S 26°46'26" E	17.94'
L4	S 30°47'52" E	48.17'
L5	S 25°17'02" E	70.16'
L6	S 26°58'25" E	156.06'
L7	N 26°58'25" W	156.06'
L8	N 25°17'02" W	70.16'
L9	N 17°48'47" W	65.23'

CURVE TABLE			
	Radius	Length	Delta
C1	46.78'	54.33'	66°32'47"
C2	3,184.19'	705.29'	12°41'27"
C3	12.50'	2.93'	13°24'38"
C4	2,894.73'	21.57'	00°25'37"
C5	27.42'	26.70'	55°47'08"
C6	3,172.19'	704.39'	12°43'21"
C7	41.39'	23.61'	32°41'01"

RADIAL LINE TABLE	
Bearing from Radius Point to Beginning of Curve	
R1	N 47°00'18" W
R2	S 62°39'03" W
R3	N 49°57'36" E
R4	S 49°07'43" W
R5	S 74°23'45" E
R6	S 49°55'42" W
R7	S 75°25'28" W

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LANDS OF BART / S.M.C.F.C.D.  
10 DEEDS 1 (1874)

MISSION ROAD

Scale: 1"=100'

Match L

