

2025-022462

Simplifile,

11:25 am 05/07/2025 ES Fee: NO FEE

Count of Pages 17

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder

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



The undersigned hereby declares this instrument  
to be exempt from Recording Fees (CA GOVT. Sode 27383)  
and Documentary Transfer Tax (CA Rev. & Tax Code 11922  
and S.D. Bus & Tax Reg. Code 1105)

Assessor Parcel Number (APN): 010-292-450  
Street Address: 1200 EL CAMINO REAL, SOUTH SAN FRANCISCO, CA  
CTC Escrow #: 15610035

SFPUC PARCEL  
2951  
SM LANDS

**EASEMENT DEED**  
**(Communications and Water Utility Easement)**

(Please fill in Document Title(s) above this line) This document is exempt from the \$75 Building Homes and  
Jobs Act Fee (per Government Code §27388.1) because:

Doc Transfer Tax = \$0 - Exempt Pursuant to R&T Code 11922 - Transfer to a Governmental Agency

- ☐ Document is a transfer of real property subject to the imposition of transfer tax
- ☐ Document is a transfer of real property that is a residential dwelling to an owner-occupier
- ☐ Document is recorded in connection with an exempt transfer of real property (i.e., subject to transfer tax or owner-occupied). If not recorded concurrently, provide recording date and document number of related transfer document: Recording date \_\_\_\_\_ Document Number \_\_\_\_\_
- ☐ The \$225 per transaction cap is reached
- ☐ Document is not related to real property

**This page added to provide adequate space for recording information  
(additional recording fee applies)**

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, California 94102  
Attn: Real Estate Director

And to:

Kaiser Foundation Hospitals  
1800 Harrison Street, 19<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Director of Corporate Real Estate,  
Northern California Region

The undersigned hereby declares this instrument to be exempt  
from Recording Fees (CA Govt. Code § 27383) and  
Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and  
S.F. Bus. & Tax Reg. Code § 1105)

APN: 010-292-450

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Doc Transfer Tax = \$0

**EASEMENT DEED**

(Communications and Water Utility Easement)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the KAISER FOUNDATION HOSPITALS, a California non-profit benefit corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("**Grantee**"), an easement for (i) telephone, fiber optic, or other similar telecommunication or data lines and (ii) water pipes or pipelines and related appurtenances thereto (the "**Easement**") in, on, over, under, upon, along, and/or across certain portions of Grantor's real property located in the City of South San Francisco, County of San Mateo, State of California, more particularly described on the attached **Exhibit A** and depicted on the attached **Exhibit B** (the "**Easement Area**").

Grantor will retain such rights and privileges to use the Easement Area as are not inconsistent with this Easement, subject to the conditions, covenants, and restrictions in this Deed. Grantor will not do or allow anything in, on, under, or about the Easement Area that could damage or interfere with Grantee's Facilities (as defined in Section 1 [Nature of Easement]).

1. **Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for purposes of accessing, constructing, reconstructing, removing, replacing, enlarging, decreasing, maintaining, repairing, operating, inspecting, and using one or more telecommunications or data lines and one or more water pipes or pipelines, with all necessary

braces, footings, connections, valves, fastenings, foundation sites, and other appliances and fixtures (collectively, "**Grantee's Facilities**") in, on, under, upon, along, and across the Easement Area. The Easement includes the right of ingress and egress to the Easement Area across immediately adjacent lands of Grantor to the extent Grantor has rights to grant such rights, and to the extent necessary for the convenience of Grantee in the enjoyment of its rights under this Deed. Grantee's rights under this Deed may be exercised by Grantee's agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee (collectively, "**Agents**").

2. **Subject to Superior and Prior and Existing Rights.** The rights granted by this Deed are subject to any prior and existing recorded property rights of third parties, if any. Grantee will be solely liable for the interference with any prior and existing third-party rights. Grantor reserves the right to grant, at its sole and absolute discretion, nonexclusive rights to other third parties within the Easement Area, provided that any such grants (i) will require third parties to follow up-to-date PG&E Greenbook standards for providing sufficient space between utility lines, and (ii) will not require Grantee to relocate or remove Grantee's Facilities or unreasonably restrict or interfere with Grantee's rights to access, construct, reconstruct, remove, replace, maintain, repair, operate, inspect, and use Grantee's Facilities.

3. **Notice and Approval of Grantor's Work in Easement Area.** If Grantor or any of its agents propose or permit excavation or the installation or placement of any improvements by or on behalf of Grantor in, under, across, or above the surface of the Easement Area, prior to any such excavation, installation or placement: (i) Grantor will provide, or cause to be provided, to Grantee such plans and other pertinent documents related to such proposed excavation or improvements as are reasonably requested by Grantee, at the address for Grantee set forth in Section 10 [Notices] below, to provide Grantee an opportunity to review and comment on the proposed excavation or improvements; (ii) Grantor will obtain Grantee's written approval of the plans and specifications for any such proposed excavation, installation or placement, which approval may be reasonably conditioned but will not be unreasonably withheld or delayed; (iii) Grantor will contact Underground Service Alert, ensure that the utilities are physically marked in the field, and provide that information to the Grantee prior to commencing any work in the Easement Area; and (iv) such excavation, installation or placement will be performed in a manner that does not endanger or damage any then-existing Grantee's Facilities within the Easement Area.

4. **Maintenance of Improvements.** Grantee shall be solely responsible for repairing and maintaining all of Grantee's Facilities placed in, on, or under the Easement Area in good, safe, and secure condition, and Grantor shall have no duty whatsoever for any repair or maintenance of Grantee's Facilities, unless such repair is necessitated by Grantor's or Grantor's agents' activities. Grantor shall maintain the surface of the Easement Area, provided that any damage, subsidence, or other injury to the Easement Area to the extent resulting from the presence of Grantee's Facilities or Agents shall be remedied or repaired by Grantee.

5. **Indemnification.** Grantee will indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage, or liability, costs, or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's use of the Easement Area.

6. **Notification.** Grantor and Grantee, and their respective agents and contractors, will not perform, nor permit any person or entity to perform, any excavation work on or about the

Easement Area without giving at least thirty (30) days' written notice to the other party in the manner required by Section 10 [Notices] of this Deed (except in emergencies, where each will give prompt written notice).

7. **No Dumping or Hazardous Materials.** Grantor will not cause or permit the dumping or other disposal on or about the Easement Area of refuse, hazardous materials, or other materials that are unsightly or could pose a danger to human health or safety or to the environment.

8. **No Structures.** Grantor will not do or allow anything in, on, under, or about the Easement Area that could cause damage or interference to Grantee's Facilities. Without limiting the foregoing, Grantor agrees that, without Grantee's prior, written consent: (a) except as permitted by Section 3 [Notice and Approval of Grantor's Work in Easement Area] above, no structures of any kind or character will be constructed or placed on the Easement Area; (b) except as permitted by Section 3 above, no excavation will occur on the Easement Area; and (c) no trees or other vegetation that fails to comply with the San Francisco Public Utilities Commission's Vegetation Management Policy (as it may be amended from time to time) will be planted or maintained on the Easement Area. .

9. **Run with the Land.** The provisions, covenants, conditions, and restrictions provided in this Deed will be covenants running with the land pursuant to California Civil Code Sections 1468 and 1471 and will burden and benefit every person having an interest in the Easement Area. Any reference to Grantor in this Deed will include Grantor's agents and all successor owners of all or any part of the Easement Area.

10. **Notices.** Notices and other deliveries pursuant to this Deed may be delivered by private messenger service, mail, overnight courier, or delivery service. Any notice or document required or permitted to be delivered by either party will be in writing and will be deemed to be given on the date received by, or on the date receipt was refused by the party; provided, however, that all notices and documents: (a) mailed to a party in the United States Mail, postage prepaid, certified mail, return receipt requested, will be deemed to have been received five (5) postal days after mailing; or (b) delivered by a nationally recognized overnight courier or delivery service will be deemed received the next business day after deposit with a nationally recognized overnight courier or delivery service for overnight delivery. For all purposes the address of the parties will be the following, unless otherwise changed by the party by notice to the other as provided in this subparagraph:

**To GRANTOR:** Kaiser Permanente  
1 Kaiser Plaza  
Oakland, CA 94612  
Attention: Director-Corporate Real Estate,  
Northern California Region

With a copy to: [Insert Attorney and/or General Counsel Information, if desired]

**To GRANTEE:** General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, California 94102

With a copy to: Real Estate Director  
Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Email: [RES@sfwater.org](mailto:RES@sfwater.org)

And to: Attn: Real Estate /Finance  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

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

**11. Abandonment of Easement.** Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Except as otherwise provided in this Deed, on recording such quitclaim deed, the affected Easement Area and all rights, duties, and liabilities under this Deed with respect to such Easement Area shall be terminated and of no further force or effect. No temporary non-use of the Easement Area or other conduct, except for recordation of the quitclaim deed as provided in this paragraph, shall be deemed abandonment of the Easement.

**12. Miscellaneous.**

(a) **Entire Agreement.** This Deed is the final expression of and contains the entire agreement between the parties with respect to the matters addressed in this Deed and supersedes all prior understandings with respect to such matters. This Deed may not be modified, changed, supplemented, or terminated, nor may any obligations under this Deed be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Deed. The parties do not intend to confer any benefit under this Deed on any person, firm, or corporation other than the parties to this Deed.

(b) **Partial Invalidity.** If any term or provision of this Deed, or the application thereof, to any person or circumstance will be invalid or unenforceable, to any extent, the remainder of this Deed, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Deed will be valid and enforced to the fullest extent permitted by law.

(c) **Waivers.** No waiver of any breach of any covenant or provision of this Deed will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision of this Deed. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

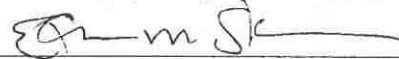
(d) Governing Law; Consent to Jurisdiction. The parties to this Deed acknowledge that this Deed has been negotiated and entered into in the State of California and expressly agree that this Deed will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any legal action or proceeding brought by either party and arising from or in connection with this Deed or any breach of this Deed will be brought in the California Superior Court for the County of San Mateo.

*[SIGNATURES ON FOLLOWING PAGE]*

Executed as of this 5 day of May, 2025.

GRANTOR:

KAISER FOUNDATION HOSPITALS,  
a California non-profit public benefit corporation

By:   
Ethan M. Sullivan

Its: VP Corporate Real Estate Services

Date: 4-29-25

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. 24-0175 and  
Board of Supervisors Resolution No. 564-24

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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



**CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 5912**

The undersigned does hereby declare and certify under oath that the following statements are true and correct:

1. The undersigned is the duly elected and currently serving Vice President Corporate Real Estate of Kaiser Foundation Hospitals, a California non-profit benefit corporation (the "Corporation").
2. This Certificate is attached to and being recorded along with that certain Grant Deed (the "Deed") from the Corporation, as Grantor, to City and County of San Francisco, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("SFPUC"), as Grantee, dated as of the date below, conveying the easements for that certain real estate described in the Exhibit A attached hereto (the "Property").
3. The transfer of the Property and the sale transaction represented by the Deed have been validly approved by the Board of Directors of the Corporation.
4. The transfer of the Property is in the usual and regular course of the business of the Corporation. Neither Section 5911 of the California Corporations Code nor the Corporation's Articles and Bylaws require approval of the transfer by the Corporation's members, if any, or any other person or persons.

This certification is being executed pursuant to and in conformity with the provisions of California Corporations Code Section 5912.

Date:

By: 

Print Name: Ethan Sullivan

Its: Vice President Corporate Real Estate



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of ALAMEDA )

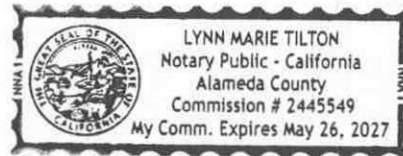
On 4/29/25 before me,  
LYNN MARIE TILTON, Notary Public (here insert name and title of the officer),  
personally appeared Ethan M. Sullivan

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 Lynn Marie Tilton (Seal)



Executed as of this 5 day of May, 202 5.

GRANTOR:

KAISER FOUNDATION HOSPITALS,  
a California non-profit public benefit corporation

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

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

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

ACCEPTED AND AGREED

GRANTEE:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

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

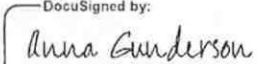
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission

Date: 3/14/25

Authorized by SFPUC Resolution No. 24-0175 and  
Board of Supervisors Resolution No. 564-24

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of ALAMEDA                ) ss

On 4/29/25, before me, LYNN MARIE TILTON, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared Ethan M. Sullivan, 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 Lynn Marie Tilton (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On March 14, 2025 before me, Tonette V. Wong, a Notary Public  
(insert name and title of the officer)

personally appeared Dennis J. Herrera  
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 Tonette V. Wong (Seal)



### 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 May 5, 2025, from Kaiser Foundation Hospitals, a California non-profit public benefit corporation, to the City and County of San Francisco, a municipal corporation ("Grantee"), 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. 564-24, adopted and approved on November 25, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated 3/4, 2025.

By:



Andrico Q. Penick  
Director of Property

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco ) ss

On 3/14/25, before me, Sandi Jill Levine, Notary  
(insert name and title of the officer)

personally appeared Andrico Q. Penick  
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 [Signature] (Seal)



**EXHIBIT A**

**Legal Description of Easement Area**

*[see attached]*





**CHAUDHARY**  
& ASSOCIATES, INC.

211 GATEWAY ROAD WEST ■ SUITE 204 ■ NAPA, CA 94558-6279 ■ 707.255.2729

REGISTERED  
SURVEYORS  
IN CALIFORNIA

WWW.CHAUDHARY.COM

September 24, 2021

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**(10-Foot-Wide Utility Easement)**

All that property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of Parcel "B" as shown on a Parcel Map, filed in Volume 46, Page 19, recorded on March 8, 1979 in the County Recorder's Office of the said San Mateo County. Said 10-foot easement more particularly described as follows:

A strip of land 10 feet wide the centerline of which is described as follows:

COMMENCING at the most Northeasterly corner of said Parcel "B",

Thence, Westerly North 39° 46' 09" West 74.04 feet;

Thence, continuing Westerly North 40° 47' 09" West 100.00 feet;

Thence, North 39° 27' 09" West, 100.00 feet;

Thence, North 38° 09' 09" West 70.21 feet to the TRUE POINT OF BEGINNING of centerline of said strip of land;

Thence, leaving previous course, southwesterly South 49° 04' 52" West, 41.18 feet; to the northerly line of 50-foot right-of-way of City and County of San Francisco water supply line as shown on said Parcel Map filed in Book 46 of Parcel Maps at Page 19.

The side lines of said strip shall be prolonged or shortened to terminate at the said northerly line of said 50-foot right-of-way and northerly line said Parcel "B".

Containing 441.0 square feet more or less.

All bearings shown on Exhibit "A" and attached Exhibit "B" are based upon the North American Datum of 1983 (NAD '83), California Coordinate System, Zone III, Epoch 2010.11. To obtain bearings shown on Map No. 2036, Book 33 Page 44, rotate clockwise 0° 04' 54".

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

Sudhir K. Chaudhary, PLS 8993



Date

11-9-21

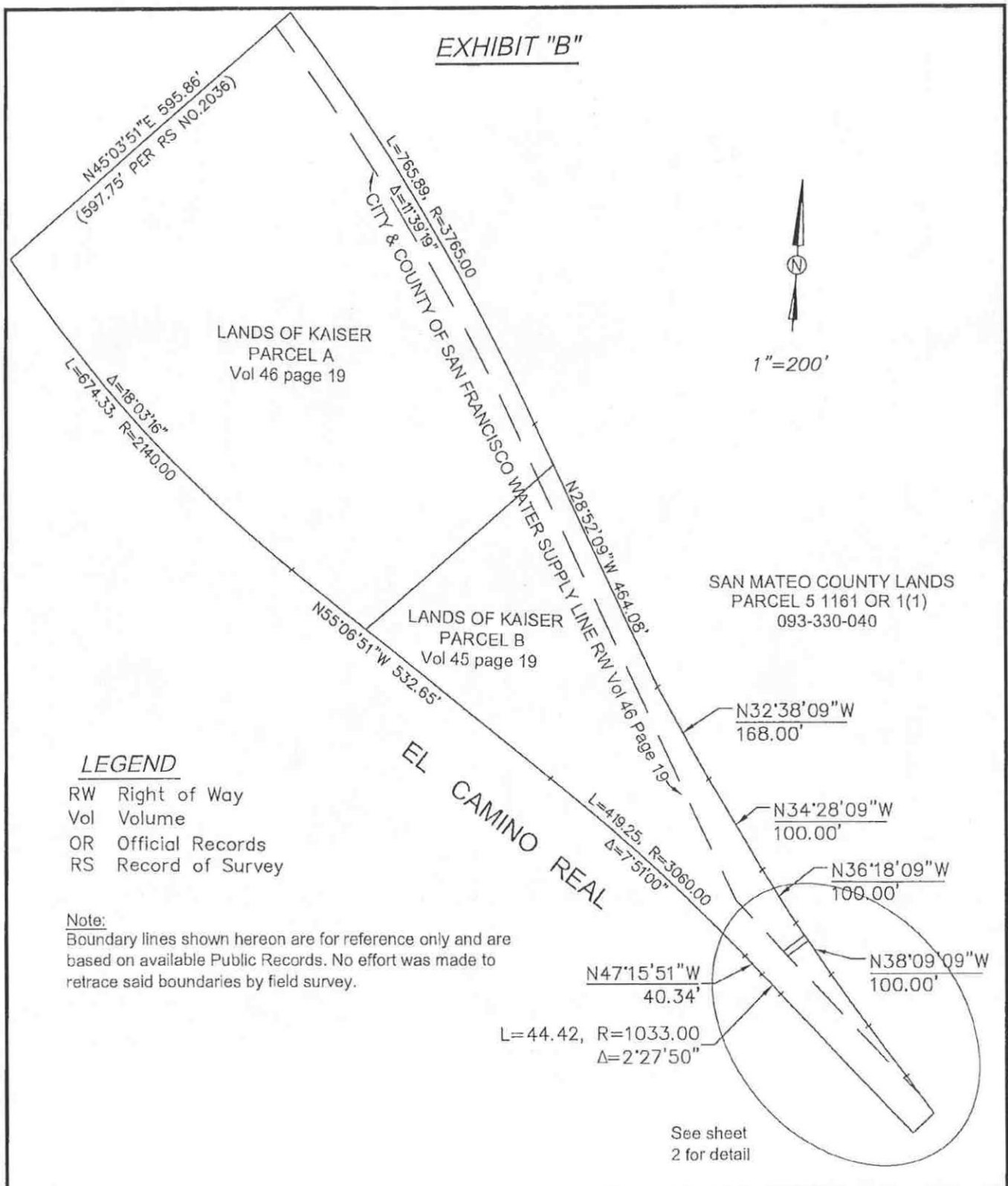
BUILDING THE INFRASTRUCTURE

PROTECTING THE ENVIRONMENT

**EXHIBIT B**

**Depiction of Easement Area**

*[see attached]*



**CHAUDHARY & ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY RD. WEST, SUITE 204

NAPA, CALIFORNIA 94558

Tel: (707) 255-2729 FAX: (707) 255-5021 WWW.CHAUDHARY.COM

**10' Utility Easement**

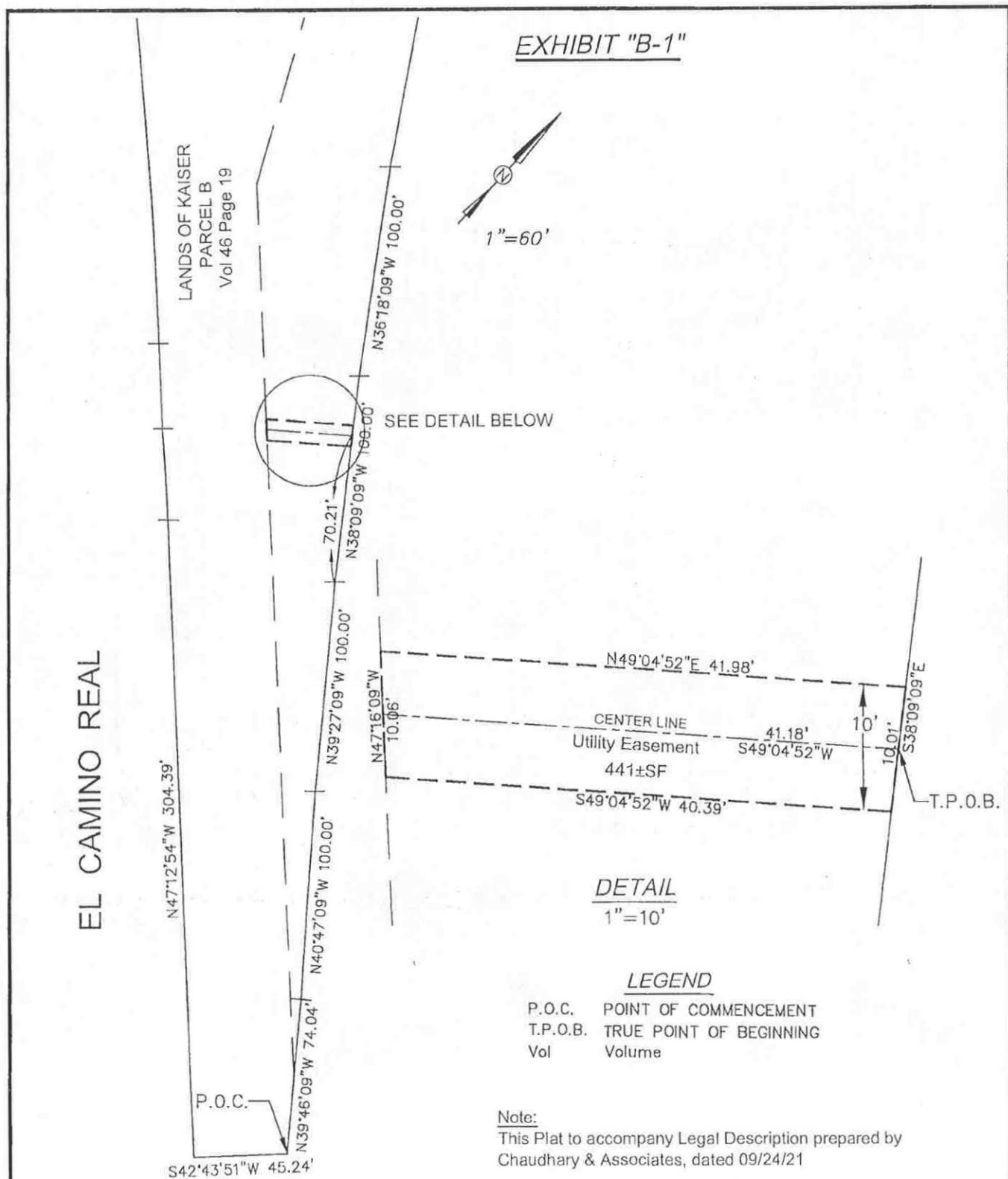
South San Francisco

California

SCALE: 1"=200'

DATE: 09/24/21

SHEET: 1 OF 2



**CHAUDHARY  
& ASSOCIATES, INC.**

ENGINEERS SURVEYORS INSPECTORS

211 GATEWAY RD. WEST, SUITE 204

NAPA, CALIFORNIA 94558

Tel (707) 255-2729 FAX (707) 255-5021 WWW.CHAUDHARY.COM

10' Utility Easement

South San Francisco

California

SCALE: 1"=60'

DATE: 09/24/21

SHEET: 2 OF 2

**From:** [Gonzalez Valle, Adolfo R](#)  
**To:** [Board of Supervisors \(BOS\)](#)  
**Cc:** [Spitz, Jeremy \(PUC\)](#); [Oliveros Reyes, Jennifer \(PUC\)](#); [Avery, Collin \(PUC\)](#); [Halliday, Kylie \(PUC\)](#)  
**Subject:** Executed Purchase and Sale Agreement, File No. 241012  
**Date:** Wednesday, June 11, 2025 1:27:52 PM  
**Attachments:** [image001.png](#)

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Hello BOS team,

Please see the [ShareFile link](#) with the final Agreement for Purchase and Sale of Real Estate and Easement Deed between the City County of San Francisco, by and through the San Francisco Public Utilities Commission, and Kaiser Foundation Hospitals to be included in **[File No. 241012](#)**: *Real Property Acquisition - Kaiser Foundation Hospitals - Not to Exceed \$266,100*.

Best,

Adolfo Gonzalez Valle (he/him/his/él)  
Policy & Government Affairs  
San Francisco Public Utilities Commission  
[agonzalezvalle@sfwater.org](mailto:agonzalezvalle@sfwater.org)

