

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.
SLC No.

QUITCLAIM DEED

WHEREAS, the City and County of San Francisco, a charter city ("City"), owns the lands described in Exhibit 1 ("Property"), a portion of which was acquired pursuant to Chapter 1333, Statutes of 1968, as amended ("Burton Act"), and a portion of which was later acquired; and

WHEREAS, in accordance with the Burton Act, portions of the Property are within the management and control of the City, and portions of the Property are within the management and control of the City acting by and through the San Francisco Port Commission ("Port"); and

WHEREAS, the State Lands Commission ("Commission"), at its public meeting in _____, California on [_____], 2020, approved Staff Report No. [___], which authorized a title settlement and land exchange agreement for India Basin ("Agreement") between the State of California ("State"), acting by and through the Commission, and the Port, pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (Chapter 310); and

WHEREAS, the City, acting by and through its Board of Supervisors, by Resolution No. 252-18 adopted on October 23, 2018, approved the Agreement, including authorizing the conveyance of all of the City's rights, title and interest in the Property to the State for purposes of effectuating the Agreement; and

WHEREAS, the Port, by Port Resolution 18-60 adopted on October 23, 2018, approved the Agreement and authorized the Port Executive Director to implement the Agreement; and

WHEREAS, it is the intent of the City and the Port, pursuant to the Agreement, to convey to the State all of the right, title, and interest of the City in and to the lands described in Exhibit 1 ("Property"), for the purpose of effectuating the exchange contemplated in the Agreement;

NOW, THEREFORE,

The CITY AND COUNTY OF SAN FRANCISCO, a charter City, and the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION, do hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, all of the right, title, and interest of the CITY AND COUNTY OF SAN FRANCISCO in the Property, whether acquired by virtue of the Burton Act grant or otherwise, and including, without limitation, all minerals and mineral rights, and all trust and non-trust interests, subject to the reservations below.

1. **Reservation of Easement for Stormwater and Wetlands.**

a. **Nature of Easement.** City reserves to itself a perpetual nonexclusive easement in gross over, across, and under the portion of the Property shown and described on Exhibit 2 (“Stormwater and Wetlands Easement Area”) to (a) channel or otherwise convey overland stormwater flow onto and through the Stormwater and Wetlands Easement Area; (b) channel stormwater flow from in pipes; (c) retain and treat stormwater; (d) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Stormwater and Wetlands Easement Area, stormwater conveyance and treatment improvements along with all associated connecting pipes, appurtenances, appliances and fittings (collectively, “Stormwater Facilities”); (e) excavate to access the Stormwater Facilities from the ground surface; (f) place temporary stormwater facilities and equipment above ground when needed in connection with any emergency or repair work, as needed to maintain continuous utility service; and (g) construct, reconstruct, install, operate, maintain, inspect, repair, remove, replace, alter, expand, and reconstruct, from time to time, within the Stormwater and Wetlands Easement Area, wetlands along with all associated connecting pipes, appurtenances, appliances and fittings.

b. **Conveyance of Rights to India Basin Investment, LLC.** City will convey a subset of the reserved rights to India Basin Investment, LLC, a California limited liability company, or its successor (“Developer”), in form and substance acceptable to Developer.

2. **Reservation of Water Facilities Easement.** **Nature of Easement.** City reserves for itself a permanent nonexclusive easement in gross for existing low pressure water facilities, including hydrants (“Water Easement”) over, across, and under the property shown and described on Exhibit 3. The Water Easement will terminate automatically on the acceptance of alternative water facilities, or earlier with the consent of the City’s Public Utilities Commission General Manager and the San Francisco Fire Department.

3. **Reservation of PG&E Easement for Gas Facilities.** City reserves for the benefit of Pacific Gas and Electric Company, a California corporation, a nonexclusive easement in gross for existing gas facilities (“PG&E Easement”) over, across, and under the property shown and described on attached Exhibit 4. The PG&E Easement will terminate automatically on the earlier of (a) the relocation or removal of the facilities, with PG&E’s concurrence, or (b) termination of service to customers through the facilities.

DATED: _____

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

DATED: _____

CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION as a trustee under Chapter 1333 of the Statutes of 1968

By: _____
Elaine Forbes, Executive Director

Recommended:

DATED: _____

SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By: _____
Philip A. Ginsburg, General Manager

DATED: _____

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By: _____
Harlan L. Kelly, Jr.
General Manager

Approved as to form:
Dennis J. Herrera
San Francisco City Attorney

DATED: _____

By: _____
Deputy City Attorney

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.

County of _____) State of California)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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.

County of _____) State of California)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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.

County of _____)
State of California)

On _____ before me, _____, a
Notary Public, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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.

County of _____) State of California)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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.

County of _____) State of California)

On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION, the right, title and interest in real property conveyed by the Quitclaim Deed dated _____.

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the City and County of San Francisco.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the STATE LANDS COMMISSION, acting pursuant to law, as authorized by the Commission's approval of Staff Report No. [] on [_____], by its duly authorized undersigned officer.

Date: _____

STATE LANDS COMMISSION

Jennifer Lucchesi
EXECUTIVE OFFICER

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.

County of _____)
State of California)

On _____ before me, _____, a
Notary Public, personally appeared

_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1
LEGAL DESCRIPTION

[To be attached at closing]

*[Will include all of the Trust Termination Lands and all of the Trust Addition Lands
(excluding the Burton Act Streets, Adjacent Submerged Lands and Parcel 9)]*

EXHIBIT 2
LEGAL DESCRIPTION OF STORMWATER AND WETLANDS EASEMENT

EXHIBIT 3
LEGAL DESCRIPTION OF WATER EASEMENT

EXHIBIT 4
LEGAL DESCRIPTION OF PG&E EASEMENT