

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
(Govt. Code § 27383) and Documentary
Transfer Tax (Rev. & Tax. Code §11922).

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

EASEMENT DEED

(Telephone and Electrical Utility Easement)

(Portion of Assessor's Parcel No.010-292-210)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), an exclusive subsurface easement and nonexclusive surface easement, for the right to construct, reconstruct, renew, alter, operate, maintain, replace and repair such electrical power lines and telephone, fiber optic, or other similar telecommunication or data lines as the Grantee shall from time to time elect, and all necessary maintenance access structures, laterals, and appurtenances thereto (the "**Easement**"), over, across, along, under, 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 A**. The location of the portion of Grantor's real property that is subject to the Easement is described in attached **Exhibit B** (the "**Easement Area**").

1. Nature of Easement. The Easement includes rights of free ingress, egress, and emergency access to the Easement Area over and across the remaining portion of the Grantor's property, provided that such rights of ingress, egress, and emergency access shall be limited to established roadways, pathways, avenues, or other routes to the extent possible and as reasonably necessary for the proper use of the rights granted herein. Grantee is also granted the right to clear obstructions and vegetation from the Easement Area as may be reasonably required for the proper use of the other rights granted herein and the right to do such other things as are necessary for the full enjoyment and accomplishment of the purposes of the Easement. Grantee's rights under this Easement Deed ("**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 (collectively, "**Agents**").

2. Grantor's Use. Grantor reserves the right to landscape or make such other use of the lands included within the Easement Area that is consistent with the Grantee's use; however, such use by Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to buildings, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or other concrete architectural structures within or over the Easement Area, or any other activity that may materially interfere with Grantee's full enjoyment of the Easement.

3. 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. 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.

4. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, judgments, liabilities, losses, damages, penalties, fines, or costs (including, but not limited to, reasonable attorney's fees and costs) to the extent resulting from any of the activities or operations of Grantee and/or Grantee's Agents on or about the Easement Area.

5. Abandonment of Easement. If Grantee permanently abandons for two (2) years the use of Grantee's facilities placed in, on, or under the Easement Area, Grantee shall remove all fixtures and improvements installed or maintained by Grantee within the Easement Area, or abandon them in place in accordance with Grantor's reasonable specifications, and Grantee shall restore the Easement Area to substantially the same condition prior to the installation of such facilities. After any such abandonment by Grantee, Grantor may record a termination of this Easement with the San Mateo County Recorder's office and Grantee shall cooperate with Grantor regarding the same.

6. 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: San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California ~~94103~~ 94102 
Attention: Brian Morelli, WSIP Right of Way
Manager
Facsimile No.: (415) 487-5200

With a copy to: Richard Handel
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682
Facsimile No.: (415) 554-4755

Grantor:

To:

Kaiser Permanente
Attn: Matt Harrison
Director-Corporate Real Estate,
Northern California Region
1800 Harrison Street, 19th Floor
Oakland, CA 94612
Facsimile No.: (510) 625-6457

with a copy to: Robin Pearson, Esq.
Pearson & Schachter
1904 Olympic Boulevard, Suite 8
Walnut Creek, CA 94596
Facsimile: (925) 407-2742

and a copy to: Mark Zemelman, General Counsel,
Kaiser Foundation Hospitals
One Kaiser Plaza, 19th Floor
Oakland, CA 94612
Facsimile No.: (510) 267-2161

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

7. 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 Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

9. Further assurances. Each of the parties hereto shall, and shall cause their respective agents to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Deed.

9. Counterparts. This Easement Deed may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one instrument.

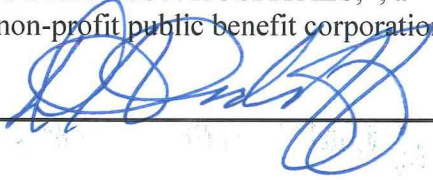
[Remainder of page intentionally left blank.]

Executed as of this 17 day of April, 2015.

GRANTOR:

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

By:
Printed
name &
Title:

 4/17/15

Donald H. Orndoff

Senior Vice President, National Facilities Services

Date:

By:
Printed
name &
Title:

Date:

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

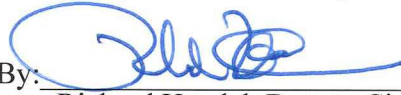
John Updike
Director of Property

PUC Resolution: 14-0127

Dated: 8-12-14

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 

Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____, from the Grantor to the City and County of San Francisco, is hereby accepted pursuant to Board of Supervisors' Resolution No. 18110 Series of 1939, approved August 7, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
JOHN UPDIKE
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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

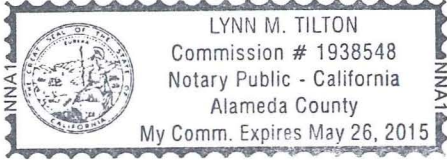
CIVIL CODE § 1189

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) **NOTARY PUBLIC**
On April 17 2015 before me, LYNN M. TILTON,
Date Here Insert Name and Title of the Officer
personally appeared DONALD H. ORNDOFF
Name(s) of Signer(s)

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 M. Tilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 A TO
PERMANENT TELEPHONE AND ELECTRICAL UTILITY EASEMENT 2A
[Attach Legal Description of Grantor's Real Property]



September 23, 2013

EXHIBIT "A"
LEGAL DESCRIPTION

CUP-31A, SITE 11

PARCEL 2A

All that real property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of the land shown on Record of Survey No. 2036, recorded on June 1st, 2009 in Book 33 of Licensed Land Surveyor Maps at page 44, San Mateo County Records, State of California, and being a strip of land 10 feet wide, 5 feet on each side of the following described centerline:

BEGINNING at the most westerly corner of Take Parcel 2 as said parcel is described in that certain Quitclaim Deed recorded on January 31, 2008, as Document Number 2008-009955, Official Records of San Mateo County, said point being on the northeasterly line of said land shown on said map, and a point of a curve to the right, from which point a radial line bears South 52°15'05" West;

thence along said northeasterly line, along said curve having a radius of 3919.52 feet, through a central angle of 0°04'24", and an arc length of 5.02 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said northeasterly line, South 49°04'50" West, 93.04 feet to the northeasterly right-of-way line of El Camino Real, as shown on said map, containing an area of 930 square feet, more or less; the sidelines of the above described easement are to be lengthened or shortened to terminate in said northeasterly line of El Camino Real and said northeasterly line of said land;

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All



ENGINEERS
SURVEYORS
PLANNERS

distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007347. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001469.

A plat showing the above-described parcel 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.

Raymond C. Sullivan
Raymond C Sullivan, PLS 8337



9/23/13

Date

EXHIBIT B TO
PERMANENT TELEPHONE AND ELECTRICAL UTILITY EASEMENT 2A

[Attach Depiction of Easement Area 2A]

B-1

Approved By KFHLP Legal – April 15, 2015

LEGEND
 DOC NO DOCUMENT NUMBER
 LLS LICENSED LAND SURVEYORS MAPS
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 (R) RADIAL
 T.P.O.B. TRUE POINT OF BEGINNING



34 LLS 49

PORTION OF PARCEL 5
 PER 1161 O.R. 1

PORTION OF 29
 DEEDS 442 AS
 SHOWN ON 34 LLS
 1-61

LANDS OF KAISER
 FOUNDATION HOSPITALS
 33 LLS 44

R=3919.52'
 $\Delta=0^{\circ}04'24''$
 L=5.02'

S52¹⁹'29" W(R)

S52¹⁵'05" W(R)

T.P.O.B.

P.O.B.

TAKE PARCEL 2 DOC NO
 2008-009955

EL CAMINO REAL

S49⁰⁴'50" W 93.04'

SITE 11
 PARCEL 2A
 10' WIDE
 TELEPHONE AND ELECTRIC
 EASEMENT
 AREA = 930 SQ.FT.±



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject EXHIBIT B, CUP-31A, SITE 11
PARCEL 2A
 Job No. 20060212-12
 By RCS Date 09-23-13 Chkd. RCS
 SHEET 1 OF 1