

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, 10th 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, 13th Floor
San Francisco, California 94102

With a copy to: San Francisco Public Utilities Commission
Real Estate Services Division
525 Golden Gate Avenue, 10th 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.

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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.

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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

Legal Description of Easement Area

[attached]

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;

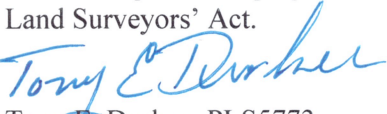
thence South 42°12'09" East, 46.91 feet to the **TRUE POINT OF BEGINNING** of said

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

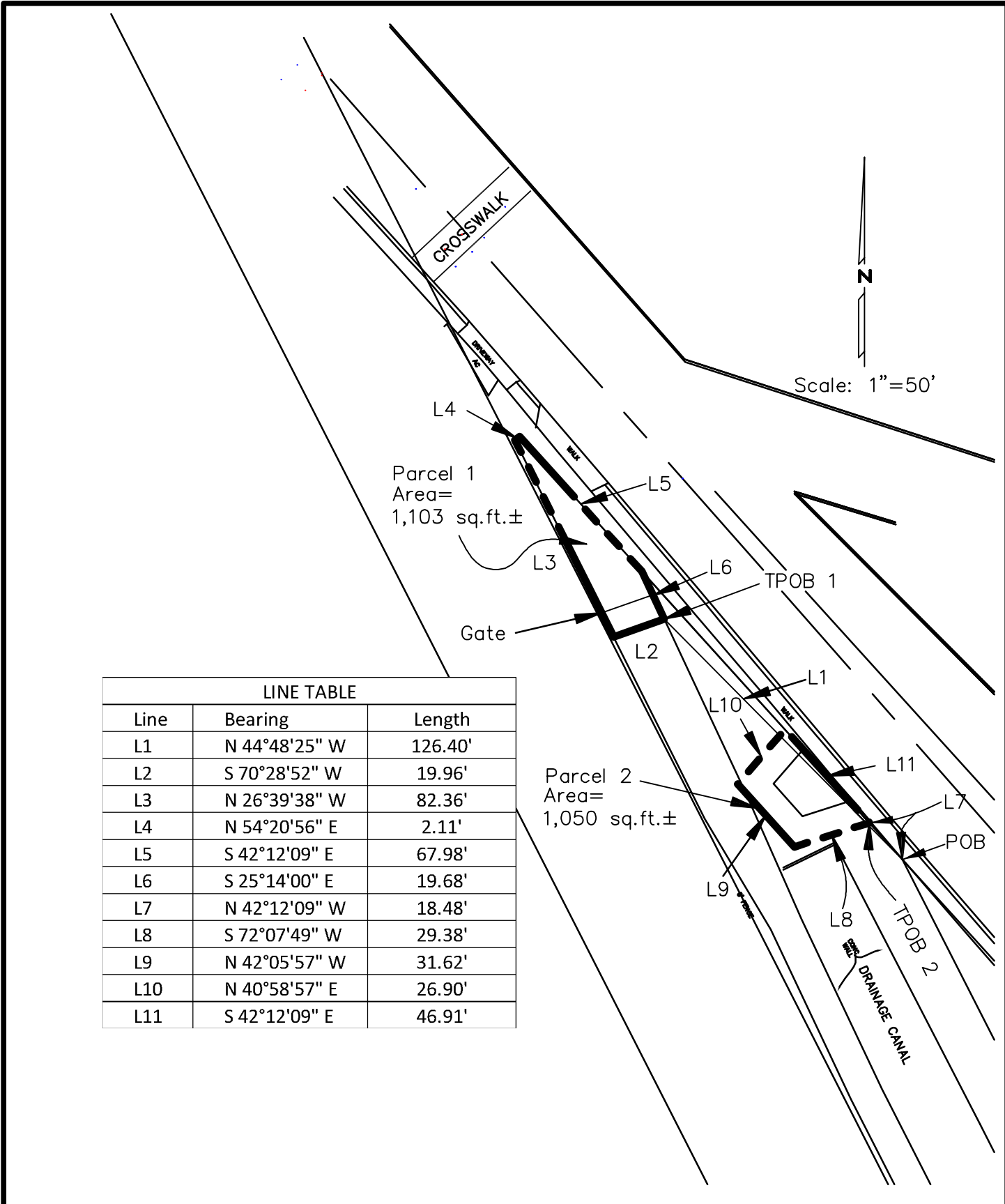


END OF DESCRIPTION

EXHIBIT B

Depiction of Easement Area

[attached]



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

