

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

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

two permanent subsurface utility easements and two temporary construction easements
over, upon and across a portion of
Assessor's Parcel 010-292-450

located in the City of South San Francisco,
County of San Mateo, State of California.

_____, 2024

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LIST OF EXHIBITS

- EXHIBIT A** Description of Seller’s Property
- EXHIBIT B** Easement Deed for Permanent Communications and Water Utility Easement designated in this agreement as WU Easement, with attached legal description and depiction of Easement Area to be conveyed thereby.
- EXHIBIT C** Easement Deed for Temporary Construction Easement designated in this agreement as WU TCE Easement with attached legal description and depiction of Easement Area to be conveyed thereby.
- EXHIBIT D** Easement Deed for Permanent Electrical Utility Easement designated in this agreement as EU Easement with attached legal description and depiction of Easement Area to be conveyed thereby.
- EXHIBIT E** Easement Deed for Temporary Construction Easement designated in this agreement as EU TCE Easement with attached legal description of Easement Area to be conveyed thereby
- EXHIBIT F** Preliminary Title Report
- EXHIBIT G** Certificate of Transferor Other Than An Individual (FIRPTA Affidavit)

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 _____, 2024, is by and between the KAISER FOUNDATION HOSPITALS, a California non-profit benefit corporation (“**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 sometimes are referred to collectively in this Agreement as the “**Parties**” or singularly as a “**Party**.”

RECITALS

A. Seller owns the real property located at 1200 El Camino Real, South San Francisco, California 94080 and commonly known as Assessor’s Parcel 010-292-450 and more particularly described in the attached **Exhibit A** “**Seller’s Property**.”

B. In connection with the SFPUC Regional Groundwater Storage and Recovery Project, City wishes to purchase and Seller has agreed to sell those certain easement interests described below in Section 1.1 [Purchase and Sale of Easements] (each, an “**Easement**” and collectively, the “**Easements**”) to City in, on, over, under, upon, along, and/or across certain portions of Seller’s Property (“**Easement Area**”) in accordance with, and pursuant to, the terms and conditions of this Agreement.

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 will sell and convey the Easements to City by duly executed and acknowledged easement deeds in the forms attached as **Exhibits B, C, D, and E** (each, a “**Deed**” and collectively, the “**Deeds**”), subject to the terms, covenants, and conditions hereinafter set forth.

(1) a permanent nonexclusive subsurface easement and nonexclusive surface easement for communications and water utility purposes (the “**WU Easement**”) under, across, in, and upon a portion of Seller’s Property;

(2) a temporary construction easement (the “**WU TCE**”) on, over, across, in and upon two portions of Seller’s Property;

(3) a permanent nonexclusive subsurface easement and nonexclusive surface easement for electrical utility purposes (the “**EU Easement**”) under, across, in, and upon a portion of Seller’s Property; and

(4) a temporary construction easement (the “**EU TCE**”) on, over, across, in and upon two portions of Seller’s Property.

1.2. Easement Areas; Nature of Easements

The Easement Areas are described and depicted in the exhibits to the Deeds. The nature, scope, and conditions of the Easements are set forth in the Deeds with respect to each Easement.

2. PURCHASE PRICE

2.1. Purchase Price

The total purchase price for the Easements is TWO HUNDRED SIXTY-SIX THOUSAND AND ONE HUNDRED DOLLARS (\$266,100.00) (the “**Purchase Price**”).

2.2. Payment

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

Within fourteen (14) business days after the Effective Date (defined in Section 12.18 [Effective Date] below), City shall deliver to the Escrow Holder (as hereinafter defined) the sum of Twenty Thousand Dollars (\$20,000.00) in the form of immediately available funds (the “**Deposit**”). The Deposit shall be non-refundable after the end of the Contingency Period and applied against the Purchase Price at Closing.

2.3. Funds

All payments made pursuant to this Agreement will 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 will be made to the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below), as the escrow agent.

3. CONVEYANCE OF EASEMENTS

3.1. Easement Deeds

At the Closing (defined in Section 5.1 [“Closing” Defined] below), Seller will convey to City insurable title to the Easements by delivery of the Deeds, duly executed and acknowledged in the forms attached as **Exhibits B, C, D, and E**, 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] below). The Deeds will be executed and delivered to the Title Company in a recordable form and the Title Company will record the Deeds in the Official Records of San Mateo County. The Easements are being sold and purchased As-Is.

City shall have until thirty (30) days from the Effective Date to conduct its physical inspection, installing signage and testing of the Easement Areas (which testing shall be conducted at City’s option and expense and may include, but shall not be limited to, geotechnical, seismic and toxic or hazardous material surveys, studies or tests, and testing for the presence of asbestos, polychlorinated biphenyls, pesticide residue and other Hazardous Materials (as defined below), provided that with respect to invasive testing (“**Contingency Period**”), Seller shall have the right

to approve any testing plan, provided further that such right shall be exercised in a reasonable manner and without delay to City or its contractors. Seller hereby grants City and City's consultants, a non-exclusive license to enter, use and occupy the entire Easement Area for purposes of performing its tests, installing signage and inspections and shall take all actions necessary or appropriate in order to assist City in performing any such testing. After giving notice to City, Seller or its agent shall give legally adequate written notice to any occupants of the Property of any inspections or other entries. City's and its representatives' entrance, use, and occupancy of the Easement Areas, and all physical inspection and testing of the Easement Areas, will conform with all laws, rules, and regulations of all government authorities and agencies having jurisdiction. City and its representatives will keep the Easement Areas free of all liens in connection with their inspection and testing of the Easement Areas.

Prior to commencing any such tests or inspections, City's contractor or consultant shall deliver to Seller a certificate of insurance evidencing that City's contractor or consultant has obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence covering liability to property or persons for City's and its agents' and employees' (and contractors' or consultants') activities on or about the Property, and naming Seller as additional insureds. Notwithstanding anything to the contrary City may self-insure to cover all of its own insurance obligations.

3.2. State of Title

"**Accepted Conditions of Title**" will mean (a) the lien of real property taxes, not yet due or payable; and (b) exceptions numbered 2 through 29 of the preliminary title report dated February 3, 2023, bearing Title No. 15610035-156-TJK-JM attached as **Exhibit F** ("**Preliminary Report**"). As a condition precedent to City's obligation to purchase, quitclaim deeds, 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 will secure any such waiver quitclaim deeds, consents, subordinations, or releases with an Owner's Affidavit, if applicable and required by the Title Company.

3.3. Title Insurance

Delivery of title in accordance with the preceding Section will be evidenced by the commitment of the Title Company (defined in Section 5.2 [Escrow; Closing Without an Escrow] below) to issue to City an CLTA owner's policy of title insurance ("**Title Policy**") in the amount of the Purchase Price, insuring title to the Easements vested in City, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, rights of tenants or other occupants, and all other exceptions, liens and encumbrances except solely for the Accepted Conditions of Title. The Title Policy will provide full coverage against mechanics' and materialmen's liens arising out of the construction, repair, or alteration of the Easements, shall delete any required arbitration provision, and shall contain an affirmative endorsement that there are no violations of restrictive covenants, if any, affecting the Easements and will contain such special endorsements as City may reasonably request.

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) City will have reviewed and approved title to the Property, and accepts all conditions of title.

(b) City's review and approval that the physical condition of all portions of the Easement Areas are substantially the same on the Closing Date (defined in Section 5.3 [Closing Date] below) 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 Section 9 [Risk of Loss] below), and as of the Closing Date there will 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 will 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.

(c) Seller will have delivered signed originals of any documents required under Section 3.2 [State of Title] above, and, unless the Parties elect to consummate the transaction without an escrow, Title Company will be committed at the Closing to issue to City the Title Policy (defined in Section 3.3 [Title Insurance] above).

(d) City's review and approval of the compliance of the Property with all applicable laws, regulations, permits and approvals.

(e) The transactions contemplated by this Agreement will have been approved by all applicable City departments and agencies, including the San Francisco Public Utilities Commission, at their respective sole discretion, within ninety (90) days after Seller executes and delivers this Agreement to City.

(f) If required by City's Charter, City's Mayor and the Board of Supervisors, each at their sole discretion, will have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within one hundred twenty (120) days after Seller executes and delivers this Agreement to City.

(g) Seller will have delivered the items described in Section 5.4 [Seller's Delivery of Documents] below on or before the Closing (defined in Section 5.1 ["Closing" Defined] below).

The Conditions Precedent contained in the foregoing subsections (a) through (g) are solely for City's benefit. If any Condition Precedent is not satisfied, City will have the right at its sole discretion either to waive in writing the Condition Precedent in question and proceed with the purchase with respect to the Easements (provided that the Conditions Precedent described in subsections (e) and (f) 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 will 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 Conditions Precedent remain unsatisfied.

If the sale of the Easements 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 City's sole election City may either **(i)** terminate this Agreement by delivery of notice of termination to Seller, and neither Party will have any further rights or obligations under this Agreement, or **(ii)** elect to proceed with Closing of the Easements with respect to which all Conditions Precedent have been waived by City or satisfied.

4.2. Cooperation with City

Seller will cooperate with City and do all acts as may be reasonably requested by City with regard to the fulfillment of any Conditions Precedent including execution of any documents, applications, or permits, but Seller's representations and warranties to City will not be affected or released by City's waiver or fulfillment of any Condition. Seller hereby irrevocably authorizes City and its Agents to make all inquiries with and applications to any person or entity, including, without limitation, any regulatory authority with jurisdiction as City may reasonably require to complete its due diligence investigations.

5. ESCROW AND CLOSING; POSSESSION

5.1. "Closing" Defined

The consummation of the purchase and sale transaction contemplated by this Agreement ("**Closing**") will occur as provided in this Section 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, the Parties will open escrow by depositing an executed counterpart of this Agreement with Chicago Title Company at its offices at One Embarcadero Center, Suite 250, San Francisco, California 94111 ("**Title Company**"); **(ii)** this Agreement will serve as instructions to the Title Company 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 on behalf of both Parties, as needed, to enable the Title Company to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions, the terms of this Agreement shall control and **(iv)** the Closing will be held and delivery of all items to be made at the Closing under this Agreement will be made at the Title Company'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 will occur as described in Section 5.7(b) [Closing Without Escrow] below.

5.3. Closing Date

The Closing will occur one hundred and twenty days (120) days after the Effective Date or on such earlier date as City and Seller may mutually agree (“**Closing Date**”), subject to the provisions of Section 4 [Conditions to Closing] above. The Closing Date may not be extended without the prior written approval of both Parties, 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, Title Company will, 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. Any such return shall not, however, limit the provisions hereof or otherwise relieve either Party of any liability it may have for its wrongful failure to close.

5.4. Seller’s Delivery of Documents

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

(i) a duly executed and acknowledged Deed for each Easement to be acquired;

(ii) such resolutions, authorizations, or other documents as Seller deems necessary or City may reasonably require to demonstrate the authority of Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, 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 that have been agreed to be removed by Seller other than Accepted Conditions of Title;

(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);

(v) a properly executed affidavit pursuant to Section 1445(b)(2) of the Federal Tax Code in the form attached as Exhibit G, and on which City is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Federal Tax Code; and

(vi) 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 will be deemed to have been paid by City as part of the Purchase Price, and Seller’s obligation to consummate the transaction contemplated in this Agreement will not be excused or otherwise affected thereby.

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

5.5. City's Delivery of Documents and Funds

(a) At or before the Closing, City will 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 Deed 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 Section 6 [Expenses; Closing Costs] below; and

(iv) the Purchase Price, as provided in Section 2 [Purchase Price] above.

(b) City will deliver such documents and funds through escrow; however, if the Parties elect to consummate the transaction without an escrow, City will deliver the funds and documents as provided in Section 5.7(b) [Closing Without Escrow] below.

5.6. Other Documents; Cooperation

Seller and City will 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 Parties' intentions.

5.7. Closing

(a) **Closing through Escrow.** Subject to Section 5.7(b) [Closing Without Escrow] below, at Closing, provided all the conditions to the Parties' obligations have been satisfied or waived as provided and permitted by this Agreement, Title Company will 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) Record the Deeds, duly executed and acknowledged by Seller, in the Official Records of San Mateo County;

(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 Section 6 [Expenses; Closing Costs] below;

(iv) Issue the Title Policy to City, if requested to do so by City; and

(v) Deliver to the appropriate person or entity 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 will effect the Closing on the Closing Date as follows:

(i) City will: (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 Section 6 [Expenses; Closing Costs] below, and (B) cause the certificates 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] above, and

(2) City has received all 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 person or entity 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 the Easement Areas by City and/or its designees will commence on the date the Agreement is approved by City's Board of Supervisors ("**Board of Supervisors' Approval Date**").

6. EXPENSES; CLOSING COSTS

6.1. City's Expenses

City will pay all escrow and recording fees, the premium for the Title Policy and the cost of the endorsements thereto, and \$5,000 to reimburse Seller for appraisal expenses, as provided for in California Code of Civil Procedure Section 1263.025.

6.2. Seller's Expenses

Seller will pay all costs incurred in connection with the prepayment or satisfaction of any indebtedness secured in whole or part by any portion of the Easement Areas including any prepayment or delinquency fees, penalties, or charges if required to close.

6.3. Other Expenses

Any other costs and charges of the escrow not otherwise provided for in this Section or elsewhere in this Agreement will be allocated in accordance with the closing customs for San Mateo County, as determined by Title Company.

6.4. Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall pay such sum to the other party.

6.5. Survival

The provisions of this Section will survive the Closing.

7. REPRESENTATIONS AND WARRANTIES

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

(a) **Ownership of Property.** To the actual knowledge of Seller, Seller is 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 Easements 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 now, and will be at the time of 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 of any portion of the Easement Areas, as contemplated by the Deeds except as stated in the Preliminary Report.

(d) **No Property Defects or Legal Violations.** To the best of Seller's knowledge, Seller has not received any notices regarding violations of any laws, rules, or regulations applicable to any portion of the Easement Areas.

(e) **Validity of Seller Representations.** Seller is a non-profit benefit corporation duly organized and validly existing under the laws of the State of California and is in good standing under the laws of the State of California; this Agreement and all documents executed by Seller which are to be delivered to City at the Closing are, or at the Closing will be, duly authorized, executed and delivered by Seller, are, or at the Closing will be, legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, are, and at the Closing will be, sufficient to convey good and marketable title (if they purport to do so), and do not, and at the Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(f) **Seller Not a "Foreign Person".** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Tax Code.

(g) **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.

(h) **No Known Hazardous Materials.** To the best of Seller's actual 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 herein, "**Hazardous Material**" will 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 will 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. Release will include “release” as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601).

8. INTENTIONALLY DELETED

9. 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 will be as follows: At its election, City may terminate this Agreement in its entirety or terminate it only as to that portion of the Easement Areas damaged or destroyed. City will have thirty (30) days after Seller notifies City that an event described in this Section 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 will 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 Section 8, then City and Seller will 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 will 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 affected Easement Area(s), and this Agreement will remain in full force and effect.

10. MAINTENANCE

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

11. 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.

12. GENERAL PROVISIONS

12.1. Notices

Any notice, consent, or approval required or permitted to be given under this Agreement will be in writing and will 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, 13th Floor
San Francisco, California 94102

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

with 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, California 94102-4682

Seller:

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

A properly addressed notice transmitted by one of the foregoing methods will 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 will 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 will 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.

12.2. Brokers and Finders

Neither Party has had any contact or dealings regarding the Easements, 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 will be responsible for such commission or fee and will indemnify and hold harmless the other Party from all claims, costs, and expenses (including reasonable attorneys' fees and disbursements) incurred by the indemnified Party in defending against the same. The provisions of this Section will survive the Closing.

12.3. Successors and Assigns

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

12.4. 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.

12.5. 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 will remain, true and correct as of the Closing, will 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), will 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 will constitute representations and warranties under this Agreement.

12.6. Governing Law

This Agreement will be governed by California law and City's Charter. There will 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.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum.

12.7. 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) will 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 will constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including 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 Parties' making, execution, and delivery of this Agreement has been induced by no representations, statements, warranties, or agreements other than those expressed in this Agreement.

12.8. Parties and Their Agents; Approvals

The term "Seller" as used in this Agreement will 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 will be joint and several. As used herein, the term "Agents" when used with respect to either Party will 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 will 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.

12.9. Interpretation of Agreement

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will 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. Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purposes of the Parties and this Agreement.

12.10. Attorneys' Fees

In the event that either Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the non-prevailing Party in such dispute, as the case may be, shall pay the prevailing Party reasonable attorneys' and experts' fees and costs, and all court costs and other costs of action incurred by the prevailing Party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For purposes of this Agreement, reasonable attorneys' fees of the City's Office of the City Attorney 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 the City Attorney's 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. The term “attorneys’ fees’ shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term “costs” shall mean the costs and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

12.11. Seller Tax Obligations

Seller acknowledges that, to the extent applicable, under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code (“Delinquent Payment”). If, under that authority, any payment City is required to make to Seller under this Agreement is withheld because Seller owes the City a Delinquent Payment, then City will not be in breach or default under this Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Seller, without interest, late fees, penalties, or other charges, upon Seller coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

12.12. 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, will 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, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

12.13. 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.

12.14. 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 will immediately notify City.

12.15. 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 the City for the selling or leasing of any land or building to or from any department of the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Seller acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Seller further acknowledges that the (i) prohibition on contributions applies to each Seller; each member of Seller's board of directors, and Seller's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Seller; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Seller; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Seller is contracting is obligated to submit to the Ethics Commission the parties to the contract and any subcontractor. Additionally, Seller certifies that Seller has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

12.16. 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 will 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.

12.17. Counterparts

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

12.18. Effective Date

As used in this Agreement, the term “**Effective Date**” will mean the date on which the execution and delivery of this Agreement by both Parties is concluded and the transactions contemplated by the Agreement will 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.

12.19. Cooperative Drafting

This Agreement has been drafted through a cooperative effort of the Parties, and the Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this Agreement.

[Signatures on next page]

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

SELLER:

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

By: _____
[NAME]

Its: _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

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

Date: _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

TITLE COMPANY'S ACKNOWLEDGMENT

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

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement. Title Company's failure to execute below will not invalidate the Agreement between the Parties.

TITLE COMPANY:

CHICAGO TITLE COMPANY

By: _____
[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, Title Company 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

Description of Seller's Property

LEGAL DESCRIPTION

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

PARCEL ONE:

Parcel "A" as shown on that certain Map entitled "Parcel Map being a Resubdivision of the Lands of Kaiser Foundation Hospitals (5414 O.R. 708 & 709; 5884 O.R. 332), City of South San Francisco, San Mateo County, California", filed in the office of the Recorder of San Mateo County, State of California on March 20, 1979 in Book 46 of Parcels Maps at Page 19.

Excepting therefrom so much thereof as was acquired by the State of California in that certain Final Order of Condemnation recorded on April 1, 1980 in [Book 7949 of Official Records at Page 1254 \(File No. 34465-AP\)](#), Records of San Mateo County, California.

Also excepting therefrom the underground water or rights thereto, but with no rights of surface entry, as conveyed to California Water Service Company, a California corporation by Quitclaim Deed recorded October 1, 1971 in [Book 6023, Official Records Page 96](#), Records of San Mateo County, California.

PARCEL TWO:

Parcel "B" as shown on that certain Map entitled "Parcel Map being a Resubdivision of the Lands of Kaiser Foundation Hospitals (5214 O.R. 708 & 709; 5884 O.R. 332), City of South San Francisco, San Mateo County, California", filed in the office of the Recorder of San Mateo County, State of California, on March 20, 1979 in [Book 46 of Parcel Maps at Page 19](#).

Excepting therefrom so much thereof as was acquired by the State of California in that certain Final Order of Condemnation recorded on April 1, 1980 in [Book 7949 of Official Records at Page 1254 \(File NO. 34465-AP\)](#), Records of San Mateo County, California.

Also excepting therefrom the underground water or rights thereto, but with no rights of surface entry as conveyed to California Water Service Company, a California corporation by Quitclaim Deed recorded October 1, 1971 in [Book 6023, Official Records, Page 96](#), Records of San Mateo County, California.

PARCEL THREE:

Rights and Easements as acquired by Kaiser Foundation Hospitals by that certain document entitled "Assignment of Easements, Grants of Easement and Contract for Construction, Use and Maintenance of Sanitary Sewer", recorded on August 16, 1971 in [Book 5997 of Official Records, at Page 689](#) under File NO. 36830-AE, Records of San Mateo County, California.

JPN: 010-029-292

[APN: 010-292-450](#)

EXHIBIT B

Form of WU 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, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

And to:

Kaiser Foundation Hospitals
1800 Harrison Street, 19th 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

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

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 _____ day of _____, 202__.

GRANTOR:

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

By: _____
[NAME]

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: _____

Authorized by SFPUC Resolution No. _____
and Board of Supervisors Resolution No. _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato 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)
) ss
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Easement Deed dated _____, 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. _____, adopted on _____, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 202__.

By: _____
Andrico Q. Penick
Director of Property

DRAFT

Exhibit A to WU Easement Deed

Legal Description of Easement Area

[see attached]

DRAFT

Exhibit B to WU Easement Deed

Depiction of Easement Area

[see attached]

DRAFT

EXHIBIT C

Form of WU TCE 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, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

And to:

Kaiser Foundation Hospitals
1800 Harrison Street, 19th 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

EASEMENT DEED

(Temporary Construction 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**”), a temporary surface easement for construction and access purposes (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**”).

13. Nature of Easement. The Easement is an exclusive surface easement that shall be used for 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 equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction of Grantee's Regional Groundwater Storage and Recovery Project (the "Project"); (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. 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").

14. **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 Project 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 eighteenth (18th) 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 six (6) 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).

15. **Restoration.** Upon the earlier of expiration of the term of the Easement or Grantee's completion of Project construction, at its sole cost and expense, Grantee shall restore, as nearly as reasonably possible, the surface of the Easement Area to its condition immediately prior to the commencement of Project construction.

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

17. **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.

18. **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.

19. **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

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.

20. Miscellaneous.

(e) 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.

(f) 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.

(g) 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.

(h) 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 _____ day of _____, 202__.

GRANTOR:

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

By: _____
[NAME]

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: _____

Authorized by SFPUC Resolution No. _____
and Board of Supervisors Resolution No. _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

Exhibit A to WU TCE Deed

Legal Description of Easement Area

[see attached]

DRAFT

Exhibit B to WU TCE Deed

Depiction of Easement Area

[see attached]

DRAFT

EXHIBIT D

Form of EU Easement Deed

**RECORDING REQUESTED BY AND
RETURN TO:**

***PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library***

Location: City/Uninc _____

Recording Fee _____

\$ _____

Document Transfer Tax \$ _____

This is a conveyance where the
consideration and

Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property
Conveyed, or

Computed on Full Value Less Liens
& Encumbrances Remaining at Time of
Sale

Exempt from the fee per GC 27388.1 (a)
(2); This

document is subject to Documentary
Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2303-05-10117

EASEMENT DEED

KAISER FOUNDATION HOSPITALS, a California non-profit benefit corporation, hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric and communication facilities and underground vaults for such facilities, together with a right of way therefor, on and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of South San Francisco, County of San Mateo, State of California, described as follows:

(APN 010-292-450)

Parcel A and Parcel B as shown upon the Parcel Map filed for record March 20, 1979 in Book 46 of Parcel Maps at page 19, San Mateo County Records.

The easement area is described as follows:

The parcels of land described in Exhibit "A" and Exhibit "B" and shown on Exhibit "A-1" and "B-1" attached hereto and made a part hereof

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

With reasonable written notice to Grantor, Grantor also grants to Grantee the right to use such portion of said lands in close proximity to said easement area as may be reasonably necessary and only in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities. Written notice may be delivered by private messenger service, mail, overnight courier, or delivery service to the following address:

Kaiser Foundation Health Plan, Inc.
1200 El Camino Real
3rd Floor Hospital Administration
South San Francisco, CA 94080
Attn: Support Services Administration Officer
and Chief Engineer

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

KAISER FOUNDATION HOSPITALS, a
California non-profit benefit corporation

By: _____

Name:

Title:

DRAFT

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 _____)

On _____, before me, _____
Notary Public, Insert name
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 of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)

[] Other _____
Pacific Gas and Electric Company



EXHIBIT “C”

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2303-05-10117

Land Service Office: Oakland

Line of Business: Electric Distribution (43)
Business Doc Type: Easements
MTRSQ: 23.03.05.20.44, 23.03.05.20.41, 23.03.05.20.43, 23.03.05.20.42,
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: E0310
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Electric Underground Easements (4), Utility Easement (86)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35308362
JCN: N/A
County: San Mateo
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision:
Prepared By: erse
Checked By: erse

DRAFT

EXHIBIT E

Form of EU TCE 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, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

And to:

Kaiser Foundation Hospitals
1800 Harrison Street, 19th 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

EASEMENT DEED

(Temporary Construction 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**”), a temporary surface easement for construction and access purposes (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**”).

21. Nature of Easement. The Easement is an exclusive surface easement that shall be used for 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 equipment, vehicles, machinery, tools, materials, supplies, and excavated soils in connection with the construction and installation of an electrical switch vault and subsurface electrical conduit and related appurtenances (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. 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 (a) 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**”); and (b) Pacific Gas & Electric Company, a California corporation (or any succeeding utility provider), and its Agents.

22. 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 eighteenth (18th) 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 six (6) 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).

23. Restoration. Upon the earlier of expiration of the term of the Easement or Grantee’s completion of the Work, at its sole cost and expense, 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.

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

25. 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.

26. 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.

27. 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

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.

28. Miscellaneous.

(i) 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.

(j) 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.

(k) 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.

(l) 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 _____ day of _____, 202__.

GRANTOR:

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

By: _____
[NAME]

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: _____

Authorized by SFPUC Resolution No. _____
and Board of Supervisors Resolution No. _____

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato 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)
) ss
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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 EU TCE Deed

Legal Description of Easement Area

[see attached]

DRAFT

Exhibit B to EU TCE Deed

Depiction of Easement Area

[see attached]

DRAFT

EXHIBIT F

Preliminary Title Report

[See attached]



Issuing Policies of Chicago Title Insurance Company

Order No.: 15610035-156-TJK-JM
TO:
Chicago Title Company
One Embarcadero Center, Suite 250
San Francisco, CA 94111
Phone: **(415) 291-5100**
ATTN: **Terina J. Kung**

Title Officer: Jeff Martin
Email: jeff.martin@ctt.com
Escrow Officer: Terina J. Kung
Email: Terina.Kung@ctt.com
One Embarcadero Center, Suite 250
San Francisco, CA 94111
(415) 291-5100

PROPERTY ADDRESS: 1200 El Camino Real, South San Francisco, 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary



AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: February 3, 2023 at 7:30 a.m., Amended: February 24, 2023, Amendment No. A

ORDER NO.: 15610035-156-TJK-JM

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

ALTA Extended Owner's Policy (7-1-21)

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

A Fee as to Parcel(s) One and Two

Easement(s) more fully described below as to Parcel(s) Three

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

Kaiser Foundation Hospitals, a California non-profit corporation, as to Parcel One; and

Kaiser Foundation Hospitals, a California non-profit public benefit corporation, as to Parcel Two

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 CITY OF SOUTH SAN FRANCISCO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Parcel "A" as shown on that certain Map entitled "Parcel Map being a Resubdivision of the Lands of Kaiser Foundation Hospitals (5414 O.R. 708 & 709; 5884 O.R. 332), City of South San Francisco, San Mateo County, California", filed in the office of the Recorder of San Mateo County, State of California on March 20, 1979 in Book 46 of Parcels Maps at Page 19.

Excepting therefrom so much thereof as was acquired by the State of California in that certain Final Order of Condemnation recorded on April 1, 1980 in [Book 7949 of Official Records at Page 1254 \(File No. 34465-AP\)](#), Records of San Mateo County, California.

Also excepting therefrom the underground water or rights thereto, but with no rights of surface entry, as conveyed to California Water Service Company, a California corporation by Quitclaim Deed recorded October 1, 1971 in [Book 6023, Official Records Page 96](#), Records of San Mateo County, California.

PARCEL TWO:

Parcel "B" as shown on that certain Map entitled "Parcel Map being a Resubdivision of the Lands of Kaiser Foundation Hospitals (5214 O.R. 708 & 709; 5884 O.R. 332), City of South San Francisco, San Mateo County, California", filed in the office of the Recorder of San Mateo County, State of California, on March 20, 1979 in [Book 46 of Parcel Maps at Page 19](#).

Excepting therefrom so much thereof as was acquired by the State of California in that certain Final Order of Condemnation recorded on April 1, 1980 in [Book 7949 of Official Records at Page 1254 \(File NO. 34465-AP\)](#), Records of San Mateo County, California.

Also excepting therefrom the underground water or rights thereto, but with no rights of surface entry as conveyed to California Water Service Company, a California corporation by Quitclaim Deed recorded October 1, 1971 in [Book 6023, Official Records, Page 96](#), Records of San Mateo County, California.

PARCEL THREE:

Rights and Easements as acquired by Kaiser Foundation Hospitals by that certain document entitled "Assignment of Easements, Grants of Easement and Contract for Construction, Use and Maintenance of Sanitary Sewer", recorded on August 16, 1971 in [Book 5997 of Official Records, at Page 689](#) under File NO. 36830-AE, Records of San Mateo County, California.

JPN: 010-029-292

[APN: 010-292-450](#)

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 2023-2024.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 13-061
Tax Identification No.: [010-292-450](#)
 Fiscal Year: 2022-2023
 1st Installment: \$102,384.23, Paid
 2nd Installment: \$102,384.23, Open
 Land: \$5,968,837.00
 Improvements: \$70,439,239.00
 Personal Property: \$11,390,855.00

3. 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.
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. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City and County of San Francisco, a municipal corporation
 Purpose: A right of way easement to lay, relay, construct, reconstruct, maintain, operate, patrol, repair, renew, replace, remove, increase and/or change the number and size of, pipes, pipe lines, conduits, and/or connections, and appliances for the conveyance, distribution, supply and/or sale of water
 Recording Date: February 17, 1949
Recording No.: [Book 1625, Page 63, Official Records](#)
 Affects: As described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California Water Service Company, a corporation
 Purpose: Right of way
 Recording Date: July 23, 1953
 Recording No: 95870K, [Book 2449, Page 86, Official Records](#)
 Affects: As described therein

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City and County of San Francisco, a municipal corporation
 Purpose: Water pipelines
 Recording Date: January 30, 1956
 Recording No: 24468N, [Book 2960, Page 563, Official Records](#)
 Affects: As described therein

EXCEPTIONS (Continued)

8. Easement for drainage over the herein described property, as shown on that certain Map of Survey No. 5650, filed June 1, 1964. Said easement is also shown on the Parcel Map herein mentioned and designated "Colma Creek Drainage Canal".

9. Indenture of Mortgage and Deed of Trust

Dated: June 15, 1962 as evidenced by Fifth Supplemental Indenture
 Executed by: Kaiser Foundation Hospitals
 To: The Bank of California, National Association and Robert F. Dewey, Trustees
 Recording Date: October 29, 1968
 Recording No.: 86880-AB, [Book 5551, Page 431, Official Records](#)

Said instrument to include all supplemental indentures recorded in San Mateo County, up to and including the following:

Sixteenth Supplemental Indenture

Executed by: Kaiser Foundation Hospitals, et al
 Dated: April 1, 1982
 Recording Date: December 16, 1982
[Recording No.: 82110716, Official Records](#)

10. Matters contained in that certain document

Entitled: Agreement and Grant of Easement
 Dated: August 13, 1970
 Executed by: George W. Smith, Sr., a married man, Frank Gigli, a single man and Peter Mazzanit and Enes Mazzanit, husband and wife and G.M. Schultz, a single woman
 Recording Date: August 31, 1970
 Recording No.: 42891-AD, [Book 5825, Page 595, Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Assignments of Easement, Grants of Easement and Contract for Construction, Use and Maintenance of Sanitary Sewer
 Dated: July 16, 1971
 Executed by: G.M. Schultz, a single woman, Battista Fontana and Betty Fontana, husband and wife and Harry Pariani and Maria Pariani, husband and wife and Kaiser Foundation Hospitals, a California nonprofit and charitable corporation
 Recording Date: August 16, 1971
 Recording No.: 36830AE, [Book 5997, Page 689, Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS (Continued)

11. Matters contained in that certain document

Entitled: Resolution No. 5438
 Dated: November 2, 1970
 Executed by: City Council of The City of South San Francisco
 Recording Date: January 8, 1971
 Recording No: 74304AD, [Book 5882, Page 225, Official Records](#)

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: Kaiser Foundation Hospitals Site Grading Indemnity
 Dated: December 17, 1970
 Executed by: Kaiser Foundation Hospitals
 Recording Date: January 8, 1971
 Recording No: 74305AD, [Book 5882, Page 231, Official Records](#)

Reference is hereby made to said document for full particulars.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Battista Fontana and Betty Fontana, his wife, as tenants in common as to an undivided 1/2 interest; and Harry Pariani and Marie Pariani, his wife, in joint tenancy as to an undivided 1/2 interest
 Purpose: Sewer purposes with ingress thereto and egress therefrom
 Recording Date: January 14, 1971
 Recording No: 75479AD, [Book 5884, Page 332, Official Records](#)
 Affects: As described therein

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: California Water Service Company, a corporation
 Purpose: Right of way for constructing, laying, maintaining, operating, using, altering, repairing, inspecting, relocating therein and thereupon or removing therefrom a main or mains, pipe line or lines, with any and all connections and fixtures necessary or convenient thereto for the transportation, distribution, sale and/or supply of water
 Recording Date: October 1, 1971
 Recording No: 50866AE, [Book 6023, Page 94, Official Records](#)
 Affects: As described therein

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California Corporation
 Purpose: Pole line facilities, consisting of aerial wires, cables and other electrical conductors, with associated poles, crossarms, braces, transformers, anchors, guys, fixtures
 Recording Date: May 5, 1972
 Recording No: 15021AF, Book 6144, Page 628, Official Records
 Affects: As described therein

EXCEPTIONS (Continued)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);
- Purpose: Ingress and egress over Parcel A of the Parcel Map herein mentioned
Affects: As shown on said recorded Map
- Purpose: Ingress and egress over Parcel B as shown on the Parcel Map herein mentioned
Affects: As shown on said recorded Map
17. Easements in favor of the State of California for cut and fill highway slope purposes as set forth in that certain Final Order of Condemnation recorded April 1, 1980 as Instrument No. 34465AP, in [Book 7949, Page 1254, Official Records](#).
- Affects: As described therein
- Said instrument contains the following reservation, which recites, in part as follows:
- "The owners of said parcel of land, their successors and assigns, the right at any time to remove such slopes or portions thereof upon removing the necessity for maintaining such slopes or portions thereof or upon providing in place thereof or adequate lateral support, the design and construction of which shall be first approved by the State Department of Transportation, for the protection and support of said highway."
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned by an instrument,
- Recording Date: April 1, 1980
Recording No: 34465AP, [Book 7949, Page 1254, Official Records](#)
Affects: As described therein
19. Matters contained in that certain document
- Entitled: Consent to Common Use Agreement
Dated: May 22, 1980
Executed by: California Water Service Company and The State of California
Recording Date: August 18, 1980
Recording No: 77584AP, [Book 7980, Page 2197, Official Records](#)
- Reference is hereby made to said document for full particulars.
20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Kaiser Foundation Hospitals, a California nonprofit public benefit corporation
Purpose: Ingress and egress
Recording Date: December 28, 1982
[Recording No:](#) [82114652, Official Records](#)
Affects: The exact location of said easement is not set forth of record

EXCEPTIONS (Continued)

21. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: July 16, 1993
 Recording Date: 93117799 and [93117800, Official Records](#)
 Recording No: El Camino Corridor Redevelopment Project Area

Said Redevelopment Plan has been amended/modified as disclosed by document recorded July 25, 2000, [Instrument No. 2000-090737, Official Records](#).

Said Redevelopment Plan has been amended/modified as disclosed by document recorded November 26, 2007, [Instrument No. 2007-165904, Official Records](#).

22. The effect of the following:

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: San Francisco Bay Area Rapid Transit District
 Purpose: Constructing, laying, operating, and using rapid transit facilities, including but not limited to tunnels, rails, structures, either subsurface, at grade or aerial, columns, footings, roadway and pedestrian walks
 Recording Date: July 8, 1999
[Recording No: 1999-115408, Official Records](#)
 Affects: As described therein

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of South San Francisco, a California municipal corporation
 Purpose: Maintaining, repairing and/or replacing a sanitary sewer main
 Recording Date: July 26, 2007
[Recording No: 2007-112258, Official Records](#)
 Affects: Southeastern of Parcel Two

24. The effect of:

Irrevocable Offer of Dedication for Public Purposes, recorded December 19, 2017 as [Instrument No. 2017-113689, of Official Records](#).

Wherein party executing said Instrument was not the owner of Record.

25. The effect of:

An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public Purposes
 Recording Date: June 10, 2021
[Recording No: 2021-089556, of Official Records](#)
 Affects: As described therein

Wherein party executing said Instrument was not the owner of Record.

**EXCEPTIONS
(Continued)**

26. 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): Vestee(s) herein

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

27. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Kaiser Foundation Hospitals, a California non-profit corporation and Kaiser Foundation Hospitals, a California non-profit public benefit corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

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

28. 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.

29. 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.

END OF EXCEPTIONS

NOTES

1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 1200 El Camino Real, South San Francisco, CA, to an Extended Coverage Loan Policy.
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 charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
5. 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.
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. 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.
10. 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.

**NOTES
(Continued)**

11. 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.

END OF NOTES

Jeff Martin/817

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>



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 filed 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 such discount. These discounts only apply to transactions 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.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer’s Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender’s Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (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 fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

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 fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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 may share your Personal Information with 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 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 without your consent.

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) 714-2710 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.

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

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.

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, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

ATTACHMENT ONE (Revised 05-06-16)

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 – ASSESSMENTS PRIORITY (04-02-15)

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.

EXHIBIT G

**Certificate of Transferor
Other Than An Individual
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the transferee of certain real property located in the County of San Mateo, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____

_____, a _____
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____; and
3. Transferor's office address is _____
_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 202__.

On behalf of:

_____,
[NAME]
a _____,

By: _____,
[NAME]

Its: _____