

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

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

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

EASEMENT DEED
(Temporary Construction Easement)

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

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**Grantee**"), a temporary, exclusive easement for construction and access purposes as further described below (the "**Easement**") over, across, under, and upon Grantor's real property in the City of South San Francisco, San Mateo County, California, as more particularly described in the attached **Exhibit A**. The location of the portion of Grantor's real property that is subject to the Easement is described in attached **Exhibit B** (the "**Easement Area**").

1. Nature of Easement. The Easement Area shall consist of an exclusive surface easement that shall be used primarily 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 construction trailers, 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. Grantee's rights under this Easement Deed ("**Deed**") may be exercised by Grantee's agents, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of Grantee ("**Agents**").

2. Term of Easement. Subject to the terms of this Deed, 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 construction of 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 ninth (9th) 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 by Grantor to Grantee for the initial term of the Easement (prorated on a monthly basis). If the term is so extended, and the term is not previously terminated, then in no event will the term of this Easement exceed fifteen (15) months from the Commencement Date. Upon and after the expiration of this Easement, Grantor may record a termination of this Easement with the County of San Mateo and Grantee shall cooperate with Grantor regarding the same.

3. 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 repair, as nearly as reasonably possible, any damages to the Easement Area caused by Grantee and its Agents, including, but not limited to, restoration of the surface of the Easement Area, to its condition immediately prior to the commencement of the work related to the Project.

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

5. Notices. Any notice, consent, or approval required or permitted to be given under this Easement Deed shall be in writing and shall be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

Grantee:

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

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

Grantor:

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

with a copy to: Robin M. Pearson
Pearson & Schachter
1904 Olympic Boulevard, Suite 8
Walnut Creek, CA 94596
Facsimile No.: (925) 407-2742

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

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

6. Run with the Land. The provisions of this Easement Deed shall run with the land, burden the Easement Area, and bind and inure to the benefit of the respective successors and assigns of Grantee and Grantor for the duration of the term of this Easement as set forth in Section 2. In the event Grantor sells, conveys, or assigns any property interest encumbered by this Deed, Grantor shall notify the successor or assignee of the rights and obligations of both parties as stated herein.

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

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

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

[Remainder of page intentionally left blank.]

Executed as of this 17 day of April, 2015.

GRANTOR:

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

By:  4/17/15
Printed name &
Title:

Donald H. Orndoff
Senior Vice President, National Facilities Services

Date: _____

By: _____
Printed name &
Title:

Date: _____

ACCEPTED:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation


By: _____
John Updike
Director of Property

PUC Resolution: 14-0127

Dated: 8-12-14

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Richard Handel, Deputy City Attorney

CERTIFICATE OF ACCEPTANCE

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

Dated: _____

By: _____

JOHN UPDIKE
Director of Property

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

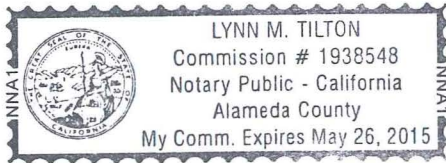
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

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

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

WITNESS my hand and official seal.



Signature Lynn M. Tilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
) ss
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO
TEMPORARY CONSTRUCTION EASEMENT DEED

[Attach Legal Description of Grantor's Real Property]

A-1

Approved By KFHP Legal – April 15, 2015



ENGINEERS
SURVEYORS
PLANNERS

September 23, 2013

EXHIBIT "A"
LEGAL DESCRIPTION

CUP-31A, SITE 11

PARCEL 2E

All that real property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of the land shown on Record of Survey No. 2036, recorded on June 1st, 2009 in Book 33 of Licensed Land Surveyor Maps at page 44, San Mateo County Records, State of California, and being more particularly described as follows:

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

thence along said northeasterly line, along said curve having a radius of 3919.52 feet, through a central angle of 2°22'22", and an arc length of 162.32 feet;

thence leaving said northeasterly line, South 53°48'27" West, 33.56 feet;

thence South 34°41'07" East, 66.26 feet;

thence South 52°30'00" West, 35.12 feet;

thence South 37°30'00" East, 20.00 feet;

thence North 52°30'00" East, 34.14 feet;

thence South 34°41'07" East, 43.42 feet;



thence South $50^{\circ}10'42''$ West, 43.89 feet;

thence South $39^{\circ}49'18''$ East, 23.37 feet;

thence South $53^{\circ}21'19''$ West, 14.29 feet to the northeasterly right-of-way line of El Camino Real as shown on said map;

thence along last said right-of-way line, South $47^{\circ}15'35''$ East, 15.35 feet to the beginning of a non-tangent curve to the right from which point a radial line bears North $40^{\circ}19'33''$ East;

thence continuing along last said right-of-way line, along said curve having a radius of 1033.00 feet, through a central angle of $0^{\circ}16'06''$, and an arc length of 4.84 feet;

thence leaving last said right-of-way line, North $54^{\circ}07'31''$ East, 76.23 feet;

thence South $43^{\circ}00'16''$ East, 28.33 feet;

thence North $49^{\circ}42'51''$ East, 12.34 feet to the northeasterly line of said land shown on said map, being a point on a non-tangent curve to the right, from which point a radial line bears South $51^{\circ}39'05''$ West;

thence along last said northeasterly line, along said curve having a radius of 3919.52 feet, through a central angle of $0^{\circ}36'00''$, and an arc length of 41.05 feet to the **POINT OF BEGINNING**, containing an area of 9,525 square feet, more or less.

All bearings and distances shown on this exhibit are based upon the North American Datum of 1983 (NAD 83), California Coordinate System, Zone III, Epoch 1991.35. All distances shown hereon are grid distances. To convert to ground distance, multiply expressed distances by 1.00007347. Areas shown are calculated using grid distances. To convert to ground area, multiply the expressed area by 1.0001469.



ENGINEERS
SURVEYORS
PLANNERS

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

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


Raymond C Sullivan, PLS 8337



9/23/13
Date

EXHIBIT B TO
TEMPORARY CONSTRUCTION EASEMENT DEED

[Attach Depiction of Easement Area 2E]

DOC NO 2004-025111
 EXHIBIT A-4
 PARCEL D-3102-1

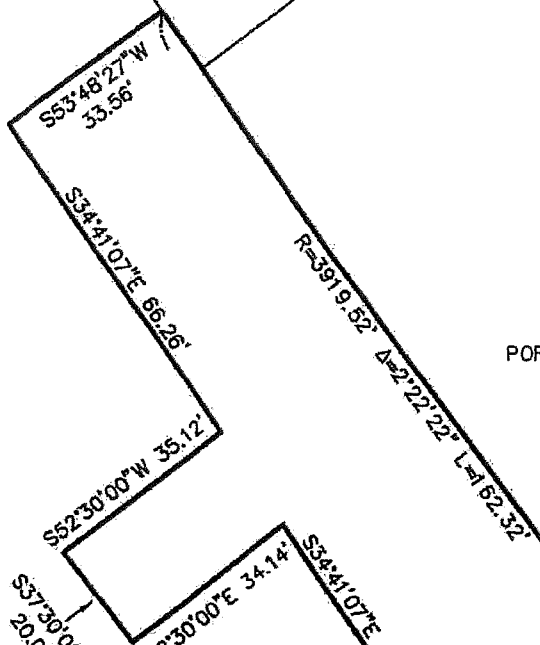
LEGEND
 DOC NO DOCUMENT NUMBER
 LLS LICENSED LAND SURVEYORS MAPS
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 (R) RADIAL
 T.P.O.B. TRUE POINT OF BEGINNING



34 LLS 49

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

PORTION OF PARCEL 5
 PER 1161 O.R. 1



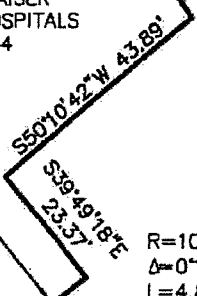
LANDS OF KAISER
 FOUNDATION HOSPITALS
 33 LLS 44

SITE 11
 PARCEL 2E
 TEMPORARY
 CONSTRUCTION
 EASEMENT
 AREA = 9,525
 SQ.FT.±

EL CAMINO REAL

S47°15'35"E 15.35'

N40°19'33"E (R)

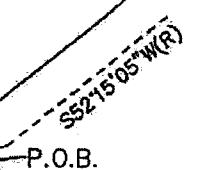


R=1033.00'
 Δ=0'16".06"
 L=4.84'

N54°07'51"E 76.25'

S43°00'16"E 28.33'

N49°42'51"E 12.34'



P.O.B.

TAKE PARCEL 2
 DOC NO
 2008-009955



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

Subject EXHIBIT B, CUP-31A, SITE 11
PARCELS 2E

Job No. 20060212-12

By RCS Date 09-23-13 Chkd. RCS

SHEET 1 OF 1