

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, 10<sup>th</sup> Floor  
San Francisco, California 94102  
Attn: Real Estate Director

And to:

Robert and Thuyen Ly Tsui  
495 Gaven St.  
San Francisco, CA 94134

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: 5861-022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT TSUI and THUYEN LY TSUI, as TRUSTEES of the TSUI FAMILY TRUST, U.D.T., dated March 31, 2018 (“**Grantor**”), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), through its Public Utilities Commission (“**SFPUC**”), a permanent tunnel easement (“**Easement**”) in, under, upon, along, and/or across certain portions of Grantor’s real property located in the City and County of San Francisco, 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 City’s Facility (as defined in Section 1 [Nature of Easement]).

**1. Nature of Easement.** The Easement is a perpetual, nonexclusive easement in gross for the purposes of constructing, boring, installing, maintaining, operating, using, repairing, modifying, removing, and replacing a subsurface sewer tunnel (“**City’s Tunnel**”). City shall have no right of surface access to the Easement Area. City’s rights under this Deed may be exercised by City’s agents, utility operators, contractors, subcontractors, suppliers, consultants, employees, licensees, invitees, or representatives, or by other authorized persons acting for or on behalf of City (collectively, “**Agents**”).

2. **Subject to Superior and Existing Rights.** The rights granted by this Deed are expressly subordinate to Grantor's rights to use the surface and subsurface of the Easement Area for vehicular, pedestrian and utility purposes; provided, however, that such installation, operation, maintenance, repair, or replacement will not (i) endanger or damage City's Tunnel; (ii) require City to relocate, modify or remove City's Tunnel; or (iii) unreasonably restrict or interfere with City's rights under this Deed. The Easement is subject to any existing recorded property rights of third parties. City will be solely liable for its 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 will not (a) require City to relocate, modify, or remove City's Tunnel, (b) conflict with the terms of this Easement Deed, or (c) unreasonably restrict or interfere with City's rights under this Deed.

3. **Maintenance of Improvements.** Intentionally left blank.

4. **Indemnification.** City 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 City's use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its Agents.

5. **No Dumping or Hazardous Materials.** Neither Grantor nor City will 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.

6. **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.

7. **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:** Robert and Thuyen Ly Tsui  
495 Gaven Street  
San Francisco, CA 94134

**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@sfgwater.org](mailto:RES@sfgwater.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.

**8. Abandonment of Easement.** Grantee may, at its sole option, abandon all or part of the Easement by recording a quitclaim deed. Upon abandonment of the Easement, City may, at its sole option, remove City's Tunnel or abandoned it in-place. 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.

**9. 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 and City's Charter. 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 in San Francisco.

*[SIGNATURES ON FOLLOWING PAGE]*



Executed as of this 31 day of July, 20225

GRANTOR:

TSUI FAMILY TRUST, U.D.T.,  
dated March 31, 2018

By: Robert Tsui, trustee  
ROBERT TSUI, Trustee

By: Thuyen Ly Tsui, Trustee  
THUYEN LY TSUI, Trustee

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: \_\_\_\_\_  
Nancy Taylor  
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 )  
County of SAN FRANCISCO ) ss

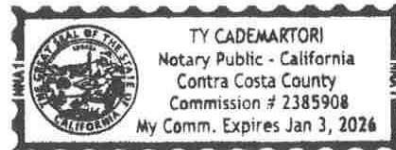
On 7/31/25, before me, TY CADEMARTORI, NOTARY PUBLIC,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PIPELINE EASEMENT**

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

**PARCEL ONE:**

Beginning on the southeasterly line of Lot 22 where it intersects Gaven Street, as shown on that certain map filed in Book "Y" of Maps at pages 87 to 89 recorded October 7, 1992, in the Office of the Recorder of the City and County of San Francisco, California, said line and map being the basis of bearings for this description, thence along the southeasterly line of Lot 22 South  $43^{\circ}44'15''$  West 5.25 feet to the beginning of a non-tangent curve with a radial bearing of North  $11^{\circ}55'25''$  West;

thence along said non-tangent curve to the right, with a radius of 1,612.50 feet an angle of  $0^{\circ}59'43''$  a distance of 28.011 feet to the northwesterly line of Lot 22;

thence along said northwesterly line of Lot 22 North  $43^{\circ}44'15''$  East 33.28 feet to the line of Gaven Street, being a non-tangent curve with a radial bearing of North  $74^{\circ}42'11''$  East;

thence along said non-tangent curve to the left, with a radius of 36.00 feet an angle of  $26^{\circ}56'50''$  a distance of 16.931 feet to the point of beginning.

Containing 298.2 square feet, more or less.

APN: Lot 022, Block 5861.



R. Edward Peterson PLS 8171

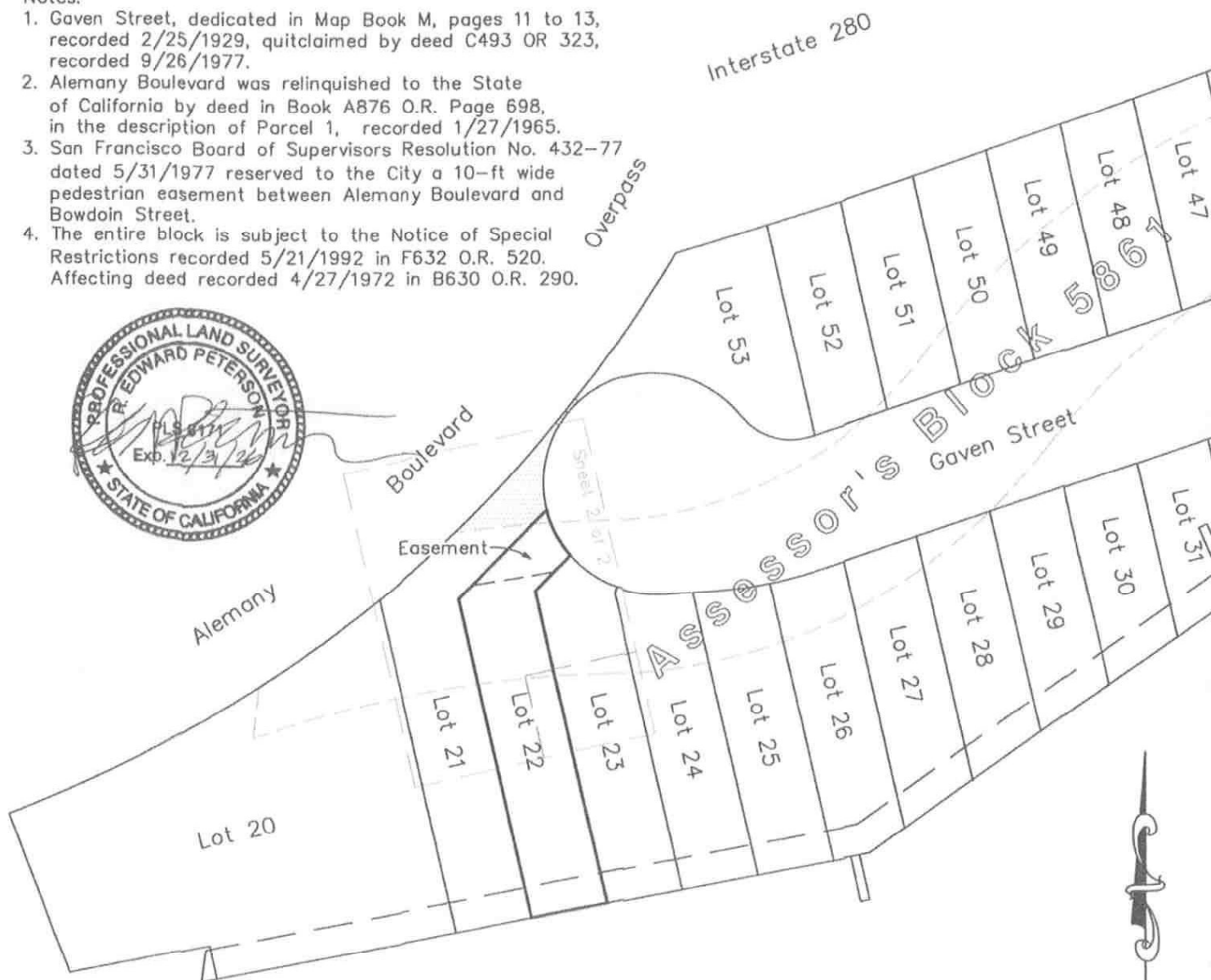
4/17/2025

Date



Notes:

1. Gaven Street, dedicated in Map Book M, pages 11 to 13, recorded 2/25/1929, quitclaimed by deed C493 OR 323, recorded 9/26/1977.
2. Alemany Boulevard was relinquished to the State of California by deed in Book A876 O.R. Page 698, in the description of Parcel 1, recorded 1/27/1965.
3. San Francisco Board of Supervisors Resolution No. 432-77 dated 5/31/1977 reserved to the City a 10-ft wide pedestrian easement between Alemany Boulevard and Bowdoin Street.
4. The entire block is subject to the Notice of Special Restrictions recorded 5/21/1992 in F632 O.R. 520. Affecting deed recorded 4/27/1972 in B630 O.R. 290.



## Map of Gaven St. Subdivision

Scale: 1" = 50'

Sheet 1 of 2

### LEGEND

- Gaven Street as Quitclaimed in Book C493 O.R. 323
- Public Utilities Easement per Book Y of Maps pp. 87-89
- Area subject to Covenants per 5569 O.R. 103

City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

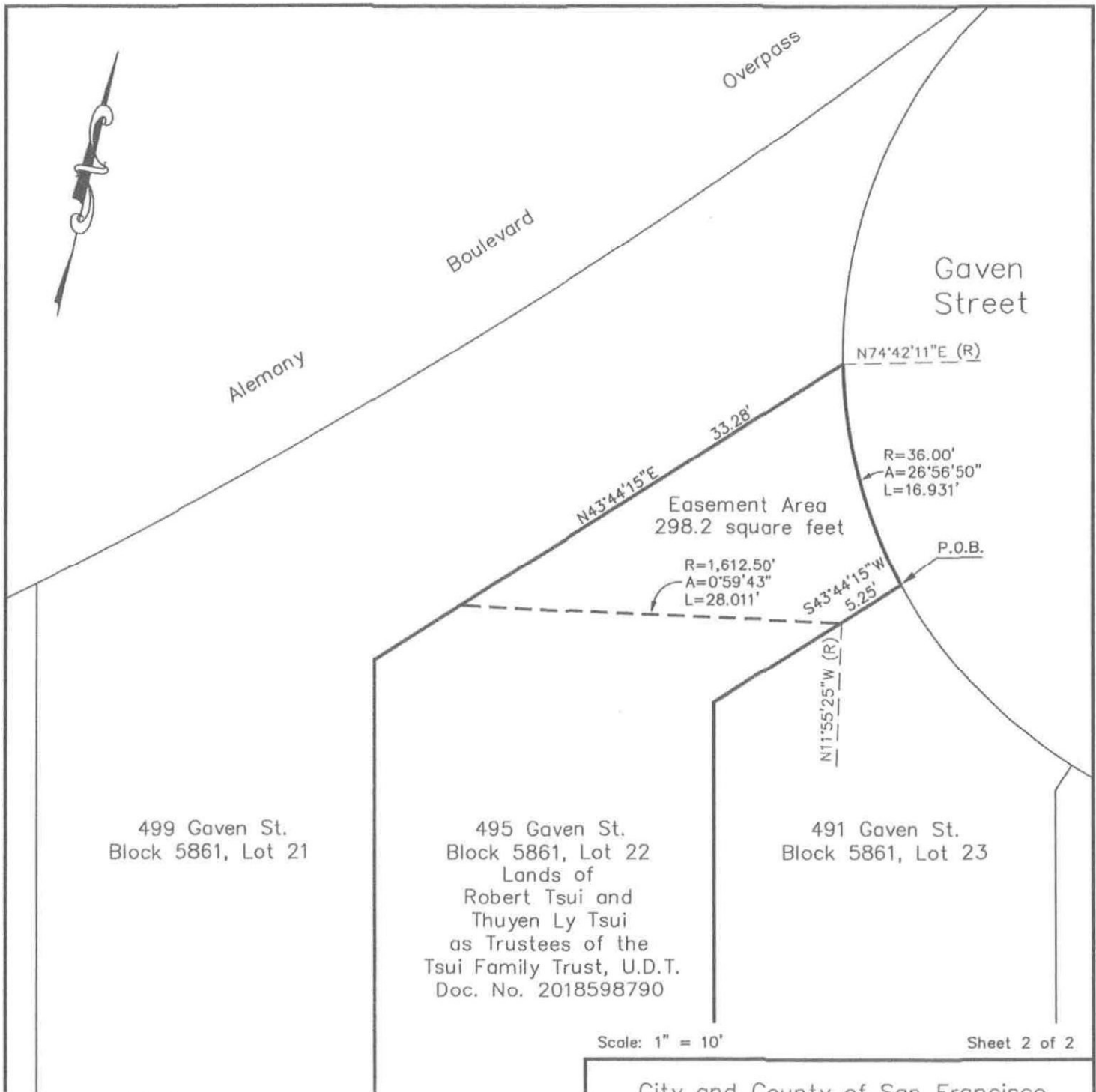
Exhibit B  
Lower Alemany Pipeline  
495 Gaven Street  
Lot 22 of Book Y of Maps Pages 87-89

Date: April 17, 2025

Drawing No. 24-0045

City and County of San Francisco





#### LEGEND

P.O.B. Point of Beginning  
Doc. No. Document Number  
(R) Radial Bearing



City and County of San Francisco  
Public Utilities Commission  
San Francisco Water Department

Exhibit B  
Lower Alemany Pipeline  
495 Gaven Street  
Lot 22 of Book Y of Maps Pages 87-89

## 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 Robert Tsui and Thuyen Ly Tsui, as Trustees of the Tsui Family Trust, U.D.T., dated March 31, 2018, to the City and County of San Francisco, a municipal corporation ("City"), is hereby accepted by order of its Board of Supervisors' Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, and approved by the Mayor on \_\_\_\_\_ 202\_\_, and City consents to recordation thereof by its duly authorized officer. Dated \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_

Andrico Penick  
Director of Property

## 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)